

**Memorandum of Understanding
Between the City of Pittsburg and the International Brotherhood of Electrical
Workers (IBEW) Local 1245
July 1, 2021 through June 30, 2022**

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Between the City of Pittsburg and the International Brotherhood of Electrical
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Preamble

The International Brotherhood of Electrical Workers Local Union 1245 and representatives of the City of Pittsburg have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the City of Pittsburg ("City"), its employees, and the International Brotherhood of Electrical Workers Local Union 1245 is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City Municipal Code, the City Personnel Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Personnel Rules and Regulations or any other City ordinance, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding shall be presented to the City Council of the City of Pittsburg as the joint recommendation of the undersigned parties for the term set forth hereinafter.

1. Recognition

1.1 Association Recognition

The International Brotherhood of Electrical Workers Local Union 1245, hereinafter referred to as "IBEW Local 1245" is the exclusively recognized employee organization for the following positions:

- Utility Maintenance Worker (Electric/Gas)
- Utility Lineworker
- Utility Technician (Electric/Gas)

1.2 City Recognition

The City Manager, as the Employee Relations Officer, or any management representative duly authorized by the City Manager, is the representative of the City of Pittsburg, hereinafter referred to as the "City."

2. Term

This Memorandum of Understanding shall be in effect July 1, 2021, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2022 and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, 2022 or February 15 of any subsequent year either party has delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

3. Union Security

3.1 Union Membership

Consistent with California Government Code Section 3500 et. seq. and the provisions of the City's Employer-Employee Organization Relations Ordinance, employees shall have the right to form, join and participate in the activities of a recognized employee organization, free from interference and discrimination, for the purpose of representation on all matters of employer-employee relations.

Employees covered by this Memorandum of Understanding may, at their own choosing, be members of the IBEW Local 1245 Union.

IBEW Local 1245 shall be entitled to have authorized dues and other authorized deductions of its members deducted from their paychecks in accordance with the procedures set forth herein.

3.2 Dues Deduction

The City shall, in all appropriate cases, implement a voluntary deduction from pay for all employees within the bargaining unit for IBEW Local 1245 dues.

If after an employee's involuntary and insurance premium deductions are made in any pay period, including medical insurance, dental insurance, Social Security, Medicare, tax withholding, garnishment, judgment or governmental level, and the balance is not sufficient to pay the deduction of IBEW Local 1245 dues, then no such deduction shall be made for that current pay period.

Payroll deductions for dues shall be made for each individual for whom the City has received a request in writing from the IBEW Local 1245 Union for the payroll deduction to be made. The IBEW Local 1245 Union shall notify the City in writing of all elected and revoked dues deductions in a timely manner.

3.3 New Employees

Within thirty (30) calendar days of hiring, the City shall provide the name, job title, department, work location and telephone number, personal cellular telephone

number, and personal email address on file with the City of the new employee in this bargaining unit to IBEW Local 1245.

The City shall provide IBEW Local 1245 written notice of new employee orientations for employees in this bargaining unit at least ten (10) business days prior to the event. IBEW Local 1245 representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during IBEW Local 1245 presentation. The City shall provide an adequate and reasonable amount of release time for designated officers and representatives of IBEW Local 1245 to participate in the new employee orientations. The Employer shall make available for download from its website a copy of this Agreement, the current salary schedule, and a list of all job classifications represented by IBEW Local 1245. IBEW Local 1245 may file grievances at step two of the grievance procedure for alleged violations of this agreement.

3.4 Current Employees

An employee in a position covered by this Memorandum of Understanding shall be provided by IBEW Local 1245 with an "Employee Authorization for Payroll Deduction" form.

3.5 Indemnification

Consistent with state law, IBEW 1245 shall indemnify the City of Pittsburg, its officers, agents and employees, against (a) any and all claims made by an employee for deductions made in reliance on Local 1245's certification regarding a dues deduction authorization and (b) any claims made by an employee for deductions made in reliance on information regarding changes or cancellations to the deduction authorization.

3.6 Membership Listing

Every one hundred and twenty (120) days, the City shall produce and provide to IBEW Local 1245 a listing of the name, job title, department, work location and telephone number, home address and telephone number, personal cellular telephone number, and personal email address on file with the City of all represented employees.

3.7 Development of Law

In the event any portion of the California Government Code is amended to address the transfer of monies between a public bargaining unit and a public entity, the parties will reopen this section of the MOU to meet and confer regarding the change in law.

3.8 Bulletin Boards and Meeting Rooms

IBEW Local 1245 shall be permitted to post notices of official IBEW Local 1245 business on existing bulletin boards. The City has the right to remove any posted

material that is outdated or not in conformance with Pittsburg Municipal Code Section 2.53.130.

IBEW Local 1245 shall be permitted to use City meeting rooms in conformance with Pittsburg Municipal Code Section 2.53.130.

3.9 Release Time

The City agrees to provide an adequate and reasonable amount of release time for designated officers and representatives of IBEW Local 1245 to conduct, with the City Manager's or his/her designee's approval, IBEW Local 1245 business and to engage in meet and confer sessions with official representatives of the City.

3.10 Local 1245 Union Leave

Upon the request of Local 1245, the City shall grant each Steward up to 80 aggregate leave hours per calendar year without loss of compensation or other benefits for such purposes as training or other Union business. If a Steward is elected to the Executive Board, the City shall grant that Steward an additional 32 aggregate leave hours per calendar year without loss of compensation or other benefits for such purposes as serving on the Executive Board. The Union may select no more than two (2) Stewards. For leave requests in excess of 40 consecutive hours, the City shall not be obligated to release more than one Steward at any time for leave under this section.

The leave shall be with pay; however, the Union shall reimburse the City for all compensation (hourly rate plus benefit costs) paid for the Steward while on leave under this section. The Steward on leave shall earn full retirement service credit and shall continue to pay their benefit contributions as specified in this Memorandum of Understanding. Reimbursement by the Union shall be made within 30 days after receipt of the City's invoicing of compensation for the Steward.

Requests for the leave under this section shall be made at least 10 workdays in advance of the commencement of the requested leave and directed to the Director of Human Resources unless otherwise agreed to between the City and Local 1245. The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by this Memorandum of Understanding and shall not serve to invalidate any provision of this Memorandum of Understanding.

At the conclusion or termination of the leave, the City shall reinstate the Steward to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank or classification.

The City shall not be liable for any acts committed or omitted, or injuries suffered by the Steward which occur during the course and scope of the Steward's leave under this section. If held liable, Local 1245 shall indemnify and hold harmless the City for such acts.

Local 1245 has no obligation to use leave under this section for a Steward and may terminate that leave at any time, for any reason.

4. Salaries

Effective the first full pay period following July 1, 2021, salary ranges for represented classification shall be increased by one point five percent (1.5%). Salary ranges for represented classification shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

A. One-Time Bonus

Year 1 Payment - Bargaining unit members who are City employees during the first pay period following the later of City Council adoption of the resolution authorizing amendments to the MOU or July 1, 2021, will receive a one-time lump sum payment equivalent to one point five percent (1.5%) of base pay. Employees may elect to have the 1.5% of base pay Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

B. Classification and Compensation Study

The parties agree to meet with the City's retained survey consultant to review the consultant's recommended benchmark classifications and survey matches for a revised Total Compensation Survey to be completed by January 31, 2022. Meetings shall occur no later than September 1, 2022.

The Parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications for successor MOU negotiations. Negotiations will consider both the total compensation survey results and the City's Financial recovery.

C. Beginning July 5, 2015, the City shall implement 40.00 hours of an unpaid winter closure in each fiscal year. This shall be accomplished by a mandatory wage reduction of one point nine two five percent (1.925%). The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year, and shall consist of forty (40) hours time off during that time frame. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. This winter closure shall become the status quo.

To accomplish an one point nine two five percent (1.925%) reduction in pay, bargaining unit members will have their salaries reduced by 1.54 hours per pay period beginning July 5, 2015. The hours will be noted as a separate

line item deduction on the employee's paycheck and will equal 1.54 times the hourly rate of pay in effect at the time of the deduction. This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

If a non-exempt employee is called in to work on an unplanned or emergency basis during his or her scheduled holiday closure time, that employee shall be paid overtime for any such hours worked (versus receiving additional holiday closure time to be taken at a later time).

5. Benefits

5.1 Medical Insurance

The City will provide a medical insurance plan through Kaiser Permanente and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan. Additionally, the City will explore providing multiple co-pay options.

City's contribution toward medical insurance

Effective January 1, 2019, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente premium rate. Employees electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

City's contribution for regular part-time employees

The City's medical insurance premium contribution shall be pro-rated for represented part-time employees.

5.1.1 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of \$100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to \$100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of \$200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

5.2 Retiree Medical Insurance

A. Effective January 1, 2012 and only for those regular employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or
2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or
3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.
4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.
5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.
6. For employees retired on or after January 1, 2012, the City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.
7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:
 - a. Retirees who do not retire directly from City service; or

- b. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or
 - c. Retirees who fail to comply with any requirements as described in ‘verifications’; or
 - d. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage.
8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.
- B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute seventy-five dollars (\$75.00) per month. Participation in the plan is required by the employee.

5.3 Dental Insurance

The City shall maintain the existing dental insurance benefits throughout the term of this Agreement. The City shall contribute all dental insurance premiums on behalf of represented full-time employees. The City’s dental insurance premium contribution shall be pro-rated for represented part-time employees.

5.4 Medical and/or Dental Alternative

An employee eligible for the City’s sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred (\$200.00) for single coverage, three-hundred (\$300.00) for dual coverage or five-hundred dollars (\$500.00) for family coverage.

An employee eligible for the City’s sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage from a source other than the City shall have a City monthly contribution of twenty-five dollars (\$25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time represented employee.

5.5 Life Insurance

All regular full-time employees represented by this bargaining unit shall be insured under a group policy paid by the City in the amount of seventy-five thousand dollars and zero cents (\$75,000.00).

All regular part-time employees represented by this bargaining unit shall be insured under a group policy paid by the City in the amount of twenty-five thousand dollars and zero cents (\$25,000.00).

5.6 Long-Term Disability Insurance

The City provides a long-term disability insurance plan for regular full-time employees. This plan provides for sixty percent (60%) of the monthly salary, to a maximum monthly salary of fifteen thousand (\$15,000.00) after a one hundred eighty (180) day waiting period, for disabilities occurring on and off the job.

5.7 State Disability Insurance

The City participates in the State Disability Insurance program for all employees represented under this Agreement, at the expense of the employee.

5.8 Deferred Compensation

Effective the first full pay period in October 2018, the City will increase the "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred twenty-five dollars and zero cents (\$125.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of sixty-two dollars and fifty cents (\$62.50) per month.

5.9 Retirement

All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

- A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

- a) One Year Final Compensation (Section 20042)
- b) Annual Cost-of-Living Increase at 3% (Section 21335)
- c) Military Service Credit as Public Service (Section 21024)
- d) Credit for Unused Sick Leave (Section 20965)

- e) EPMC as Additional Compensation (Section 20691)
- B. For all represented employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:
- a) Military Service Credit as Public Service (Section 21024)
 - b) Credit for Unused Sick Leave (Section 20965)
 - c) EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

- C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f), shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective for Fiscal Year 2017/18 and implemented on July 2, 2017 all employees within the unit will contribute an additional 1% of salary towards pension costs.

Effective July 1, 2018 all classic members within the unit will contribute an additional one percent (1%) of salary towards CalPERS unfunded accrued liability pension costs.

5.10 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of one hundred percent (100%) of tuition charges, fees, the cost of textbooks and supplies or two thousand four hundred dollars (\$2,400.00), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse fifty percent (50%) of the direct cost of tuition, books, and supplies, or three hundred dollars (\$300.00), whichever is lower, annually for approved direct costs between two thousand four hundred dollars (\$2,400.00) and three thousand dollars (\$3,000.00).

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C" or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual department budget.

5.11 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

5.12 Workers' Compensation Salary Continuation

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. Over and above the workers' compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employee's sixtieth (60th) calendar day of work loss. After the sixtieth (60th) calendar day, benefits shall be paid pursuant to the statutes of the State of California.

5.13 Social Security

All non-safety employees shall have coverage under Federal Social Security in accordance with the provisions of law. This program requires contributions by both the employee and the employer in accordance with the schedules provided by the Federal Government.

6. Incentives and Differentials

6.1 Uniform Allowance

Employees who are required by their department head to wear a uniform shall be provided with work uniforms at City expense. Uniforms will be replaced, as needed, thereafter.

Work uniforms shall be appropriate for the typical functions performed and consistent with good safety practices, specifically that Island Energy employees engaged in the delivery of Electric and Gas utilities shall meet all arc-flash requirements as required by federal and state regulations, inclusive the National Fire Protection Association standard 70E. The department heads shall determine the color, style and lettering on the uniforms to be worn by their subordinates, subject in each case to the approval of the City Manager.

The City shall furnish as an initial issue to each regular employee three (3) work uniform shirts and may include depending on the job function one (1) cold weather coat, and two (2) sweatshirts. The employee shall be responsible for laundering and mending their work uniforms at their expense. Whenever a work uniform shirt, or a part thereof, is worn out or damaged beyond repair, the employee shall turn

said work uniform shirt in to his/her department head and shall be issued replacement work uniform shirts therefore.

- A. The uniform allowance for work boots/shoes and work pants is five-hundred fifty dollars (\$550.00). Effective the first full pay period after City Council adoption, employees shall be paid the balance of the allowance due to date, and the uniform allowance shall be prorated and payable every pay period with a regular paycheck.

The department director shall prescribe minimum standards of appearance for their department's employees. Different standards may be applied to different classes, depending upon the type of work required of the employees. Employees shall be neatly groomed and suitably dressed for their duties, so that they present a favorable appearance to the public.

The City can meet its obligations under this Section by contracting with a uniform services firm to provide and launder work uniforms.

6.2 Standby Shift

In order to provide emergency service during evenings, weekends, and holidays, IBEW Local 1245 agrees that employees shall make themselves available to respond to emergency calls.

The employee scheduled for standby shall receive five hundred fifty dollars (\$550) for each standby shift. A standby shift is a one-week period that begins at the end of the employee's Thursday shift.

An employee on standby receives an additional eight (8) hours of compensatory time off at their regular rate of pay when on standby on Thanksgiving or Christmas.

6.3 Working Out of Classification

Department heads may, from time to time, because of vacancies, leaves of absence and other reasons, require an employee to work in a position which has a higher rate of pay than the employee's regular position. Whenever such an assignment last longer than seven (7) calendar days, the employee's pay shall be adjusted for the eighth (8th) and subsequent days of such assignment. For the eighth (8th) and subsequent days, the employee's pay shall be at that rate the employee would receive were he/she were promoted to the higher paying position. This paragraph shall apply only to full-time substitution in a position, involving a temporary abandonment of the employee's regular work.

Department heads may, from time to time, because of increased duties which would normally be outside of the employee's assigned classification, increase the employee's pay by five percent (5%) for the duration of the increased duties when such assignment lasts longer than seven (7) calendar days.

Holidays, days off, and off duty and standby shifts, shall not be considered as interrupting the consecutiveness of working out of classification.

Every instance involving extra pay to an employee for working in a higher classification must have the approval of the City Manager.

6.3.1 Administrative Leave

If an employee within this unit is temporarily assigned to work out-of-classification to a classification that receives Administrative Leave, the employee will receive administrative leave, in lieu of overtime or compensatory time off, at an accrual rate equivalent to 80 hours per fiscal year. Any administrative leave accrued by the employee must be utilized within the same calendar year for which it was earned.

6.4 Certification Pay

The City agrees to pay an employee represented under this collective bargaining agreement special certification pay in the following amount; provided, however, an employee receive the greater of either the certification pay for a single item from the following list or the combined certification pays of multiple items from the following list provided; however, that such combined certification pays shall not exceed five percent (5%) total:

- A. Shall receive two percent (2%) per month for possession of a California class A or California class B driver's license with air brake and tank endorsements;
- B. An employee who is certified and authorized by the City Manager or designee to train other City employees on the proper use of a front-end loader, skid steer loader and a backhoe shall receive two percent (2%) per month.
- C. An employee who is certified and authorized by the City Manager or designee to train other city employees on the proper use of a narrow isle forklift, lift truck, and powered pallet jack shall receive two percent (2%) per month.
- D. An employee who possesses an Underground Storage Tank and/or Pipeline and Hazardous Materials Safety Administration Qualified Evaluator certificate and is authorized by the City Manager, or designee, to provide, and does so perform, the daily, monthly, and other assigned functions as assigned shall receive a two percent (2%) incentive per month of their base salary.

6.5 Class A/B Driver License Trainer

An employee who provides commercial vehicle driver training to other City employees shall receive a two percent (2%) incentive of their base salary.

7. Vacation

7.1 Vacation Accrual

The vacation accrual rate for regular full-time employees shall be:

<u>Years of City Service</u>	<u>Accrual Rate</u>
0-5 Years	Accrue 3.08 hours per pay period (10 days)
6-10 years	Accrue 4.62 hours per pay period (15 days)
11 years	Accrue 4.92 hours per pay period (16 days)
12 years	Accrue 5.23 hours per pay period (17 days)
13 years	Accrue 5.54 hours per pay period (18 days)
14 years	Accrue 5.85 hours per pay period (19 days)
15-19 years	Accrue 6.15 hours per pay period (20 days)
20 and more years	Accrue 7.69 hours per pay period (25 days)

A. Service Achievement Incentive Plan - The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive forty (40) hours of vacation to be added to the employee's reserve vacation bank.
2. At the completion of ten (10) years of service, the employee shall receive fifty (50) hours of vacation to be added to the employee's reserve vacation bank.
3. At the completion of fifteen (15) years of service, the employee shall receive sixty (60) hours of vacation to be added to the employee's reserve vacation bank.
4. At the completion of twenty (20) years of service, the employee shall receive seventy (70) hours of vacation to be added to the employee's reserve vacation bank.
5. At the completion of twenty-five (25) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
6. At the completion of thirty (30) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
7. At the completion of thirty-five (35) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.

8. At the completion of forty (40) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:
 - a) Employees with at least five (5) years, but less than ten (10) years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of twenty (20) hours.
 - b) Employees with ten (10) years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of forty (40) hours.

The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. However, as of the last pay period in December of each year, the City will pay out the balance of each employee's Service Achievement Incentive Plan bank in excess of eighty (80) hours. To the extent permitted by law, and so long as there is no negative impact on the Plan's qualified status, payouts from the Service Achievement Incentive Plan shall be deposited directly into the City's Deferred Compensation Plan. If the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

Employees may utilize the reserve vacation bank accrued hours in accordance with section 7.2 - Use of Vacation.

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified full-time employee.

7.2 Use of Vacation

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

- A. **Maximum Accumulation** – The maximum accrual allowed is two hundred and sixty (260) hours. Accruals will be monitored by the Finance Department. Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.
- B. **Double Compensation Prohibited** – Employees shall not work for the City during their vacation.

- C. When Scheduled – The time at which an employee takes his/her vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.

7.3 Minimum Use

Employees must use a minimum of forty (40) hours of vacation per year. Any exception to this section must be approved by the City Manager to be eligible for vacation buyback.

7.4 Vacation Buyback

Employees may receive vacation pay in lieu of paid time off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that “buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager.

Employees may elect to sell back a maximum of eighty (80) hours of vacation per calendar year. Employees desiring to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year. Vacation hours bought back shall be paid at the employee’s normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the eighty (80) hour limit in urgent and/or emergency situations.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be one hundred and sixty thousand dollars (\$160,000) per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to one hundred and sixty thousand dollars (\$160,000.00) employee will receive, upon the City Manager’s approval, payment as noted above. If the total dollar value of the requests exceeds one hundred and sixty thousand dollars (\$160,000.00), request hours will be pro-rated and employees paid accordingly. Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

To the extent permitted by law, and so long as there is no negative impact on the Plan’s qualified status, individual employees may elect to have payouts of Vacation leave deposited directly into the City’s Deferred Compensation Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee’s Deferred Compensation account (e.g., if they would exceed the

maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

7.5 Holidays Falling During Vacations

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday and shall not be paid or charged as vacation.

7.6 Vacation Accrual for Transitioned Employees

Accumulation for vacation benefits – Employees who have transitioned from temporary status to regular employee status shall accrue vacation benefits based on their total years of service (since their most recent temporary employee hire anniversary). This benefit shall only apply for time spent in full-time temporary employment before their transition to regular appointment.

8. Sick Leave

8.1 Sick Leave Accrual

All full-time regular employees shall accrue 3.69 hours sick leave per pay period (twelve days per year), up to a maximum accrued and unused sick leave of two thousand (2,000) hours.

All part-time regular employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each pay period exceed 3.69 hours, nor shall the maximum accrued and unused sick leave balance exceed two thousand (2,000) hours.

Employees may not "borrow" on unearned sick leave. No payment shall be made for accrued and unused sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to PERS service credit.

8.2 Personal Necessity Leave

An employee may use a maximum of thirty-two (32) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from his/her work to attend to personal business that cannot be dispensed with during off duty time. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the employee's department head. Personal necessity leave is considered use of sick leave.

8.3 Sick Leave Incentive

A full-time employee who uses no sick leave in any payroll year quarter shall have four (4) hours credited towards vacation, with a maximum accrual during any one (1) year to be sixteen (16) hours.

8.4 Sick Leave – COVID-19

Effective the first full pay period following the City Council’s adoption of this agreement, twenty (20) hours of sick leave shall be credited to each unit member’s sick leave bank in acknowledgement of the inherent health risks associated with the essential contributions made in this community to help slow the spread of the COVID-19 pandemic.

9. Holidays

9.1 Full-Time Employee Holidays

All regular full-time employees will be entitled to the following fifteen (15) holidays of eight (8) hours each per year:

<u>Day/Date</u>	<u>Holiday Name</u>
1. January 1	New Year’s Day
2. Third Monday in January	Martin Luther King
3. February 12	Lincoln’s Day
4. Third Monday in February	Washington’s Day
5. March 31	Cesar Chavez Day
6. Last Monday in May	Memorial Day
7. July 4	Independence Day
8. First Monday in September	Labor Day
9. Second Monday in October	Columbus Day
10. November 11	Veteran’s Day
11. Fourth Thursday in November	Thanksgiving Day
12. Day following Thanksgiving	
13. December 25	Christmas Day
14. Sixteen (16) hours of floating holiday	

An employee hired or promoted to a regular position after June 30th shall receive only eight (8) hours of floating holiday during the first calendar year such regular position appointment.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

In the case of an employee whose regular day off occurs on the holiday, the employee shall have eight hours holiday credited to his/her compensatory time off balance.

Floating holidays must be taken during the calendar year in which earned or will be lost.

9.2 Part-Time Employee Holidays

All regular part-time employees will be paid on a pro-rated basis depending upon their designated hours of work, for the holidays defined above when any such holiday falls on a regularly scheduled workday. All regular part-time employees will receive a pro-rated number of floating holiday hours based on their designated hours of work, and such hours shall be based on the total floating holidays defined above.

9.3 Work Performed on Holidays

An employee who is eligible for overtime compensation and who is assigned by his/her department head, or designee, to work on any of the holidays listed above shall receive eight (8) hours straight time holiday pay plus the overtime rate for work performed on the holiday. (Normal overtime provisions as outlined within this agreement still apply.)

An employee who is not eligible for overtime compensation and who is assigned by his/her department head, or designee, to work on any of the holidays listed above shall receive his/her regular pay for time worked on the holiday and shall have eight hours holiday credited to his/her administrative leave account and said hours shall be used by December 31st of the year credited, otherwise the hours shall be forfeited.

10. Catastrophic Leave

10.1 Purpose of Catastrophic Leave

The Catastrophic Leave Program is designed to assist regular employees, regardless of bargaining unit representation, who have exhausted paid time credits due to the employee's or immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

10.2 Catastrophic Leave Definitions

- A. Catastrophic Illness or Injury – A medically certified illness, injury, impairment, physical or mental condition of the employee or the employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.
- B. Leave to be donated – Vacation or sick leave.
- C. Immediate family member shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

10.3 Catastrophic Leave Eligibility

10.3.1 Donors

- A. Only regular employees are eligible to donate accrued vacation or sick leave.
- B. Donating employees may not reduce their balance of earned vacation below forty (40) hours or sick leave below forty (40) hours by reason of such donation.

10.3.2 Recipients

- A. Only regular employees may participate in the Catastrophic Leave program.
- B. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
- C. All accumulated time, sick leave, vacation time, compensatory time, and other available paid time off balances must have been exhausted.
- D. A request for leave of absence without pay for medical reasons has been submitted and approved.
- E. Request for participation in the program shall be made on an application for Catastrophic Leave Program form, available from the Human Resources Department.

10.4 Catastrophic Leave Procedures

- A. Donations must be a minimum of one (1) day at a time and submitted on the appropriate donation form.
- B. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on a hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
- C. Donations, once made, are irrevocable.
- D. Any period of donated leave may be counted as Family and Medical Leave time.
- E. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.

- F. Verification of catastrophic illness must be submitted by a licensed physician to the Human Resources Department.
- G. Employees are eligible for this benefit only once during their employment with the City.
- H. Employees must have accumulated a minimum of one hundred twenty (120) hours of sick leave or eighty (80) hours of vacation time before a donation can be made.

11. Bereavement Leave

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law, and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

12. Probationary Period

12.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the City Manager, City Manager's designee, and/or appointing authority does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

12.2 Probationary Period

All original and promotional appointments to a regular position, excluding at-will employees, shall be tentative and subject to a probationary period of twelve (12)

months of active duty from the date of probationary appointment or promotion. Days absent without pay during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the same position into which transferring, provided the employee has completed the employee's probationary period in the classification at the time of transfer. During the probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or appointing authority with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

The probationary period may exceed twelve (12) months of active duty when the extension is by mutual agreement between the probationer, appointing authority, and (if not the appointing authority) the City Manager. The probationary period shall not exceed eighteen (18) months of active duty.

12.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

13. Layoff

13.1 Layoff Policy

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it necessary to abolish any position of employment, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

13.2 Notification

An employee being laid off shall be given at least fourteen (14) days prior notice.

13.3 Employment Status

In each class, employees shall be laid off according to employment status in the following order: temporary, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

13.4 Vacancy and Demotion

Whenever there is a layoff, the City Manager shall first demote an employee to a regular position vacancy, if any, in a lower class for which the employee previously

held. All persons so demoted shall have their names placed on a reinstatement list for a period of one (1) year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class, an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Services Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed on the salary step representing the least loss of pay.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

The City Manager after consultation with the department head, in his/her sole discretion, may authorize the retention of an employee, despite that employee's position on a seniority list, if the employee is determined to have special skills or knowledge which are required for the effective operation of a critical municipal service.

13.5 Reinstatement List

The names of all regular and probationary employees laid off shall be placed on a reinstatement list, provided their performance has been satisfactory; said reinstatement list shall remain in effective for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employee on such lists shall not have the right to displace working employees.

Failure to promptly respond to and accept a reinstatement offer within seven (7) days of the date of the offer shall result in removal from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

13.6 Reinstatement

A former employee appointed from a reinstatement list shall have the following benefits restored:

- A. Accrued but unused sick leave.
- B. Seniority at the time of layoff for vacation accrual, future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

14. Disciplinary Action

14.1 Disciplinary Action

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand. In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

Department heads shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to dismissal from employment.

The City Manager shall be vested with the powers to discipline employees, and for cause, may discipline up to dismissal from employment.

Any proposed disciplinary action greater than a written reprimand requires prior consultation with the Human Resources Director.

The employee shall have the right to request a shop steward, another employee, or bargaining unit representative be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section. The City shall send a copy of all disciplinary correspondence to the Local 1245 Business Representative.

Any person disciplined shall be immediately notified in writing of such charges or actions, by personal service, via email at the address on file with the City, or U.S. Postal Service mail (or equivalent). Any person aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step. For purposes of determining receipt under this section, e-mails will be deemed received at the time and date they are sent. However, if the receiving party or parties can demonstrate that the email was not received or could not reasonably have been reviewed, the response timeline will be tolled until the circumstances preventing review have ended. [For example, the City serves a disciplinary notice on Employee A and the Local 1245 Business Representative on Day 1. However, both Employee A and the Business Representative are on separate Vacations on

Day 1. Employee A returns on Day 3 and the Business Representative returns on Day 2. The response timeline starts on Day 2 instead of Day 1.]

14.2 Disciplinary Action Appeal Procedure for Written Reprimands

For all employees, written reprimands may be appealed to the City Manager within seven (7) days of receipt of disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The decision of the City Manager or designee shall be final and conclusive.

In the event the City Manager issued the written reprimand, then opportunity to utilize the "City Manager Appeal" shall still apply.

14.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a Notice of Proposed Disciplinary Action delivered to the employee either personally, via e-mail at the address on file with the City, or by U.S. Postal Service mail (or equivalent) and shall contain the following:

Notice of Proposed Disciplinary Action

- A. A statement of the action proposed to be taken;
- B. A copy of the charges, including the acts or omissions and grounds upon which the action is based;
- C. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule shall be included with the Notice;
- D. A copy of the materials upon which the proposed action is based;
- E. A statement that the employee has seven (7) days to respond to the author of the Notice either orally or in writing.

The employee or Union Official, upon whom a Notice of Proposed Disciplinary Action has been served, shall have seven (7) days to respond to the author of the Notice orally or in writing before the proposed action may be taken. Upon application and for good cause, the author of the Notice may extend in writing the period to respond. If the employee's or Union Official's response is not timely filed, or the employee or Union Official has not requested an extension, the right to respond is lost.

Notice of Discipline

After the employee or Union Official has responded to the Notice of Proposed Disciplinary Action, or the time to respond has passed, and if the author of the Notice still determines that discipline is appropriate, then the employee shall be

provided with a Notice of Discipline. The Notice of Discipline shall include the following:

- A. A statement of the action to be taken and the effective date;
- B. A copy of the charges, including the acts or omissions and grounds upon which the action is based;
- C. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule or regulation shall be included with the Notice of Discipline or a statement shall be included that copies of said rule or regulation have already been provided to the employee with the Notice of Proposed Disciplinary Action;
- D. A copy of the materials upon which the action is based or a statement that such materials have already been provided to the employee;
- E. A statement addressing the responses to the charges by the employee, if any; and
- F. Notification to the employee of his/her right to appeal the imposed discipline.

City Manager Appeal

Disciplinary actions may be appealed to the City Manager within seven (7) days of receipt of the disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The City Manager's or designee's decision may be appealed to an arbitrator by the Union Official as provided below.

In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this chapter, then the "City Manager Appeal" shall be heard by the City Attorney.

Arbitrator

The City Manager's or designee's decision may be appealed to an arbitrator by the Union within seven (7) days of receipt of the decision. The arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, a representative of the City and the Union shall alternatively strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. The procedure shall be followed until there is an available arbitrator.

The costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the Union. The City and the Union each shall be fully responsible for their own costs and expenses associated with presenting and defending their own case.

When an arbitrator has been selected, the City, Union and arbitrator shall begin the arbitration as expeditiously as possible, but not later than seventy-two (72) days from the selection of the arbitrator. The arbitrator shall be governed by the Code of Civil Procedure, Sections 1280 – 1284.2 in the conduct of the arbitration, unless any provision of this section conflicts, in which case this section shall govern.

The arbitration shall be closed to the public unless the employee requests in writing a public hearing prior to the time of the hearing.

The arbitrator shall be governed by Government Code Section 6250 *et seq.* and other pertinent provisions of law with respect to the discovery of confidential records, files and memoranda.

The arbitrator may modify or revoke a disciplinary action where just cause for the discipline imposed has not been shown or where a violation or omission of procedure for disciplinary action was made in which resulted in substantial prejudice to the employee.

The arbitrator shall be without power or authority to make any decision which is prohibited by law or is in violation of the terms of this Memorandum of Understanding.

The arbitrator shall not add to, subtract from, disregard, alter or modify any of the terms of this Memorandum of Understanding.

The decision of the arbitrator shall:

- A. Be made in writing within thirty (30) days of the close of the hearing and mailed to the City Manager, City Attorney, and employee; and
- B. Be final and binding upon all parties; and
- C. Recite the basis for the arbitrator's decision.

15. Grievances

15.1 Grievance Definition

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of the collective bargaining agreement, Personnel Rules, or department rules and regulations, resolutions, or ordinances.

A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.

15.2 Grievance Procedure

A grievance shall be processed in the following manner:

Step 1.

Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor, either alone or with the assistance of a Local 1245 representative. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

Step 2.

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within twenty-eight (28) days of the event or discovery of the event giving rise to the grievance. The written grievance shall contain the following:

- A. name of grievant(s)
- B. class title(s)
- C. department
- D. mailing address(e's)
- E. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices)
- F. the date(s) on which the event(s) giving rise to the grievance occurred
- G. a proposed solution to the grievance
- H. the date of execution of the grievance form
- I. the signature of the grievant(s)
- J. the signature of the bargaining unit representative, if such a representative is representing the grievant(s)
- K. the date of the discussion meeting in Step 1 and the name of the supervisor involved

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

Step 3.

If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. Unless Local 1245 requests Advisory Arbitration, the City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the Department Head's decision.

Advisory Arbitration

1. At the request of Local 1245, the City Manager shall submit the grievance to an advisory arbitrator, who shall provide the City Manager an advisory decision.
2. The arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The method of selection from said list shall consist of the following process:
 - a) After a toss of coin to decide which party shall move first, a representative of the City and Union shall alternatively strike one name from the list until one name remains and such person shall act as arbitrator.
 - b) The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. The procedure shall be followed until there is an available arbitrator.
3. The costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the Union. The City and the Union each shall be fully responsible for their own costs and expenses associated with presenting and defending their own case.
4. When an arbitrator has been selected, the City, Union and arbitrator shall begin the arbitration as expeditiously as possible. The arbitrator shall be governed by the Code of Civil Procedure, Section 1280 – 1284.2 in the conduct of the arbitration, unless any provision of this section conflicts, in which case this section shall govern.
5. The arbitrator shall be governed by Government Code Section 6250 et seq. and other pertinent provisions of law with respect to the discovery of confidential records, files and memoranda.

6. The arbitrator shall be without power or authority to make any decision which is prohibited by law or is in violation of the terms of this Memorandum of Understanding.
7. The arbitrator shall not add to, subtract from, disregard, alter or modify any of the terms of this Memorandum of Understanding.
8. The decision of the arbitrator, inclusive any applicable rewards and remedies, shall:
 - a) Be made in writing within thirty (30) days of the close of the hearing and mailed to the City Manager, City Attorney, Local 1245 and the employee; and
 - b) Recite the basis for the arbitrator's decision.
9. The arbitrator's decision shall be advisory on the City Manager. The City Manager shall conduct a review of the arbitrator's decision with the authority to either affirm, reverse, or modify the arbitrator's decision. The City Manager shall render a decision within thirty (30) days after the arbitrator issues his or her decision. If the City Manager has not rendered a decision within (30) days after the arbitrator issues his or her decision (or such other time period mutually agreed by the parties), the arbitrator's decision will be deemed adopted as the decision of the City Manager.

Representation

Local 1245 may represent a grievant at any step of the grievance process. However, only Local 1245 may appeal a grievance to advisory arbitration.

Time limits

The parties may extend any time limits in this section by mutual agreement. Failure by the employee or Union to follow the time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall cause the grievance to be moved to the next step.

For the purpose of this Article, "days" means calendar days. If a due date falls on a weekend or a holiday recognized by the City, the due date shall be extended to the next regular work day for employees at City Hall.

15.3 General Conditions of Grievances

- A. The Human Resources Director will act as a central repository for all Step 2 and beyond grievance records.
- B. Any time limit may be extended only by mutual agreement in writing.
- C. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if

employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.

- D. Proposals to add to or change the Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.
- E. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

16. Joint Labor Management Committee (JLMC)

The City Manager or his/her designee and other management representatives chosen by the City Manager will meet on a quarterly basis with an equal number of representatives of the bargaining unit and a IBEW Local 1245 Business Representative to address relevant and timely labor relations issues, unless otherwise agreed to by the parties.

The JLMC meeting agenda shall include any matters within the scope of representation, with exception of those matters which have already been filed as grievances, unless otherwise agreed to by the parties. The City does not waive any management rights through its participation on this committee.

17. Overtime

17.1 Payment

The normal workweek for City employees is forty (40) hours in a seven (7) day period. The beginning and end of the work week shall be defined on an individual basis. When an employee has worked in excess of the normal work day or normal workweek, then said employee shall be compensated at the rate of one and one-half (1-1/2X) times the regular hourly rate for all such overtime performed by said employee on behalf of the City.

The City shall treat all paid time (excluding holidays), such as but not limited to vacation, sick leave, and compensatory time off, as "time worked" for the purpose of calculating overtime compensation.

17.2 Minimum Reportable Periods

Minimum reportable periods of overtime shall be fifteen (15) minutes, except when an employee is called out from home for an isolated period of duty, in which case the minimum reportable period shall be two (2) hours.

Multiple assignments within a single call out period do not qualify for multiple call out pays. If the multiple assignments within a single call out period exceed the minimum reportable period then the employee shall be paid for all hours worked. If the multiple assignments within a single call out period equal or are less than the minimum reportable period then the employee shall be paid the minimum reportable period.

17.3 Maximum Overtime

Employees will not be required to work more than 16 consecutive hours or combination of hours that has the same effect of not providing the proper rest period. Exceptions to this would only occur in circumstances involving public safety or welfare. Supervisors authorizing work in excess of 16 consecutive hours will ensure the employee is capable of continuing work in a safe manner.

17.4 Rest Period

- A. The City recognizes that work during the period from 2300 to 0500 interferes with the employee's normal time for sleep, and might endanger a person's health or safety if required to continue with a full regular shift in a tired condition.
- B. The City will provide a rest period of one (1) hour for each hour worked between 2300 and 0500 hours, to be taken after the beginning of the regular workday shift, on the same day, without loss of compensation.
- C. Payment for the rest period will be at the regular straight-time rate. In computing the length of rest period, a minimum of one (1) hour will be credited. However, travel time and time to eat a meal, as provided in accordance with subsection 17.5, will not be considered for this purpose to be time worked.
- D. If the work period starts early and terminates prior to 0500, the rest period will normally commence at the beginning of the regular weekday shift; however, the employee may report to work at the start of the regular shift, with the rest period deducted from the end of that shift. If the work period starts late and continues beyond 0500, the employee may be required to continue to work the regular shift, with the rest period deducted from the end of the shift. If the work period extends the full six (6) hours from 2300 to 0500, the employee need not report for work on the regular shift until the next workday, in which case, the person will be paid for the full regular shift as if it had been worked. In the event that an employee, due to operational need, is required to work during an earned rest period during regular work hours, the employee will be paid for the earned rest period in addition to wages earned for hours worked.

17.5 Meals

- A. If the City requires an employee to perform work on a workday for more than two (2) hours beyond their regular quitting time, it will provide a meal. Thereafter, meals will be provided at intervals of four (4) hours for the duration of said work (so long as such work continues). It is understood that work efforts sometimes continue past the time a meal is due. Meals and the time to eat them will be provided upon completion of the work effort.
- B. If the City calls out an employee to work on a non-workday or after being released on a workday, it shall provide a meal every four (4) hours while such work continues.
- C. The time necessary to consume any such meal up to one half (1/2) hour will be considered as work time.
- D. If an employee who is entitled to meals at the City's expense does not accept any such meal, the City will, nevertheless, allow the employee one half (1/2) hour with pay.

17.6 Compensatory Time Off (CTO)

Notwithstanding any provisions hereunder contrary, department heads or designees shall be allowed to grant compensatory time off on a time and one-half (1-1/2X) basis subject to the following:

- A. At the time of the overtime assignment, the employee shall make his/her election to be paid for said time or have said overtime entered into a compensatory time off account. Once compensatory time is so entered, it cannot be exchanged for pay.
- B. No more than two hundred forty (240) hours of compensatory time off can be accumulated and maintained on the employee's account at any one time.
- C. In determining capability of taking compensatory time off at a given time, due regard shall be given to:
 - 1. the wishes of the employee;
 - 2. date of application for specific time off; and
 - 3. seniority (in the event of multiple requests).
- D. With the last full pay period each December, all unused compensatory time shall be paid out at the employee's rate of pay. To the extent permitted by law, and so long as there is no negative impact on the Plan's qualified status, individual employees may elect to have payouts of compensatory time deposited directly into the City's Deferred Compensation Plan. If the employee

does not so elect or if the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

18. City Rights

The rights of the City, include but are not limited to, a) the exclusive right to determine the mission of its constituent departments, commissions, and boards; b) to set standards of service; c) determine the procedures and standards of selection for employment; d) to direct, discipline and discharge its employees in accordance with law and existing ordinances, rules and regulations; e) to relieve its employees from duty because of lack of work or for other lawful reasons; f) to determine the content of job classifications; g) to determine the methods, means, number and kind of personnel by which its operations are to be conducted, including the performance thereof by subcontract; h) to administer the City's personnel system; i) to maintain the efficiency of governmental operations; j) to take all necessary actions to carry out its mission in emergencies; k) to exercise complete control and discretion over its organization and the technology of performing its work; l) to determine methods of financing.

19. Severability

If any provision of this Memorandum of Understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and IBEW Local 1245 agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

20. Full Understanding

Except as otherwise specifically provided herein, the parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding all matters contained in this Agreement. It is agreed further, that neither party shall be required to meet and confer with respect to any subject or matter contained herein during the term of this Memorandum of Understanding, except regarding the interpretation of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from meeting and conferring during the term of this Agreement upon the mutual agreement of the parties to do so. Mutually agreed upon amendments to this Memorandum of Understanding shall be in writing and must be approved by the City Council.

ENTERED INTO THIS 3RD DAY OF November, 2021

IBEW LOCAL 1245

By [Signature]
Robert Dean
Business Manager

By [Signature]
Janval Macor
Senior Business Representative

By [Signature]
Sonny D'Amico
Negotiation Team Member

By [Signature]
Bradley Bond
Negotiation Team Member

CITY OF PITTSBURG

By [Signature]
Charles Sakai
Sloan Sakai

By [Signature]
Maria M. Aliotti
Deputy City Manager

By [Signature]
Stacy R. Shell
Director of Human Resources

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

1/21/2022

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

Appendix A

The current monthly salary ranges for employees in each classification is:

Effective 07/11/2021

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Utility Maintenance Worker (Electric/Gas)	5,578	5,857	6,150	6,458	6,781
Utility Lineworker	7,323	7,689	8,073	8,477	8,901
Utility Technician (Electric/Gas)	9,305	9,770	10,258	10,771	11,310