



Memorandum of Understanding

By and Between

City of Placerville, California

And

The International Union of Operating Engineers

Stationary Engineers, Local 39

January 1, 2019 - December 31, 2021

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF PLACERVILLE, CALIFORNIA
And the
International Union of Operating Engineers Local 39

January 1, 2019 through December 31, 2021

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF PLACERVILLE, CALIFORNIA
And the
International Union of Operating Engineers Local 39

January 1, 2019 through December 31, 2021

SECTION 1 DESIGNATION OF PARTIES

This agreement is between the City of Placerville (hereinafter referred to as "City") and the International Union of Operating Engineers Local 39 (hereinafter referred to as "Local 39").

SECTION 2 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- A. City's principal agent shall be the City Manager or his/her duly authorized representative.

City Manager
City of Placerville
3101 Center Street
Placerville, California 95667

- B. Local 39's principal authorized agent shall be its Business Manager or his/her designated representative. Local 39 shall provide to the City and keep current the name of the Business Manager of Local 39 and/or a list of persons authorized to act on its behalf or receive service in its name.

Bart Florence, Business Manager
International Union of Operating Engineers, Local 39
337 Valencia Street
San Francisco, CA 94103

SECTION 3 EFFECT OF AGREEMENT

This Memorandum of Understanding shall supersede any policies, practices, or ordinance provisions with which it may be in conflict.

SECTION 4 GENERAL PROVISIONS

- A. Unless otherwise modified in this Memorandum, all benefits and established rules and regulations for employment with the City are delineated in Ordinance No. 1310 (Establishing a Revised Personnel System) and Resolution No. 4055

(Adopting Rules and Regulations), and modifications since its adoption November 9, 1982, which have been made by resolution of the City Council and accepted by employees.

- B. Personnel Rules made by resolution of the City Council and approved by Local 39 during the term of this agreement shall become applicable.
- C. Unless specifically set forth to the contrary in this Memorandum, all rights, duties and obligations of both the City and the employees covered hereunder set forth in said ordinance, resolution, and modifying resolutions shall apply.

SECTION 5 RECOGNITION/DUES

- A. For the purpose of this agreement, the Association recognized to represent the full time employees in classes listed below:

Accounting Assistant I/II
Administrative Secretary (Development Services and Community Services)
Associate Planner
Building Inspector II
Code Enforcement Official
Community Services Officer
Development Technician
Engineering Specialist
Engineering Technician
Gold Bug Park Maintenance & Operations Specialist
Maintenance Mechanic
Maintenance Worker I/II
Office Assistant I/II
Parking Enforcement Officer I/II
Police Dispatcher/Records Technician
Police Property/Evidence Officer
Police Property/Evidence Analyst
Police Services Assistant
Public Works Technician
Senior Maintenance Mechanic
Senior Maintenance Worker
Senior Police Dispatcher/Records Technician
Senior Police Services Assistant
Traffic Maintenance Worker
Water Meter Technician
Water Reclamation Facility Operator I/II/III/IV
Utility Services Specialist

B. Union Dues

1. The City shall start or stop deductions for dues or benefit premiums, or both, following receipt of notice from the Union that authorization has been provided to the Union by an employee in the Unit. Should there be a dispute regarding the deduction of dues, the Union shall provide the City with a copy of the authorization(s) signed by the employee.

2. The Union, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866 shall hold harmless the City of Placerville, its officers, and employees from any liability that may result from making, canceling or changing requested deductions.

C. Exceptions to Dues Deduction Authorization Card

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

D. Dues Deduction Check

1. Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account specified by Stationary Engineers, Local 39. Dues deductions will be transmitted at least monthly.

2. The City agrees to provide the Union with an electronic file that shows the total amount authorized for deduction from each member's check.

E. Union Access (GC3558)

The exclusive representative shall receive not less than 10 days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The structure, time, and manner of exclusive representative access shall be determined through mutual agreement between the employer and the exclusive representative. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation.

SECTION 6 SALARIES

6.1 Employee Compensation

1. Effective the first full pay period in January 2019, the City shall increase base salary by three-percent (3.00%).
2. Effective the first full pay period in January 2020 the City shall Increase base salary by equivalent to the annual change in the San Francisco-Oakland-Hayward Consumer Price Index-All Urban Consumers from October 2018 to October 2019 with a minimum increase of 2.00% and a maximum increase of 4.00% subject to the following: Any legislative changes affecting the allocation formulas used to apportion highway user taxes, property taxes, property taxes in lieu of VLF, and/or sales taxes that decrease the revenues received by the City shall result in the suspension of the said salary increase. A forecasted deficit in the General Fund, Sewer Enterprise Fund, and/or the Water Enterprise Fund equal to 1.00% or more shall result in the suspension of the said salary increase.
3. Effective July 1, 2021, the Local 39 bargaining unit shall receive a two percent (2.0%) General Salary Increase, which the members will see on their paychecks for July 29, 2021
4. On July 15, 2021, the City shall pay Local 39 bargaining unit members a one-time distribution (off-schedule salary stipend) equal to two percent (2.0%) of base salary for the period from January 1, 2021 to June 30, 2021 with a minimum of \$500 for full-time employees and \$250 for part-time employees.
5. Prior to the completion of this MOU, City will complete a salary survey for the following positions: Accounting Assistant I/II, Administrative Secretary, Building Inspector I/II, Community Service Officer, Engineering Specialist, Engineering Technician, Gold Bug Park Maintenance & Operations Specialist, Office Assistant I/II, Parking Enforcement Officer I/II, Police Dispatcher/Records Technician, Police Property /Evidence Analyst, Police Services Assistant, and Senior Police Dispatcher/Records Technician.
6. The City shall complete the previously agreed to Salary Survey (see 5 above) one year after ratification and adoption of the Proposed Tentative Agreement, which occurred at the City Council meeting held on May 25, 2021,, and the Parties shall meet by way of a Committee within sixty (60) days after successful ratification and adoption of the labor agreement in a collaborative effort to identify comparable jurisdictions for the Salary Survey (and, upon the completion of their discussions in identifying possible comparable jurisdictions, the final recommendations of the Committee shall be submitted to the City Manager

6.2 Longevity Pay

The City shall maintain the following longevity pay plan for all classifications in Local 39:

<u>Years of Service</u>	<u>Percentage of Salary</u>
10-15	2.5%
15-20	5.0%
20 or More	7.5%

SECTION 7 HOURS OF WORK AND OVERTIME

7.1 Normal Work Day

The City retains the right to establish the hours of operation for the City and the work hours of City employees. Generally, "normal work hours" will be 8:00 a.m. to 5:00 p.m., subject to Section 7. below, and a "normal work week" is generally five (5) days a week.

7.2 Overtime/Compensatory Time and Limits on Accruals

Any employee authorized to work in excess of 80 hours in a pay period shall be paid at the overtime rate in compensatory time off, or cash, at the overtime rate, at the option of the employee. Employees' shall not accrue more than fifty-four hours of compensatory time, but shall be paid cash for any eligible overtime over fifty-four hours. Employees shall use compensatory hours prior to utilizing vacation time.

Employees who are required to work more than four (4) hours overtime within a sixteen (16) hour period and whose regularly scheduled work shift begins less than six (6) hours from the time the overtime ends, shall be offered a full six (6) hour rest period before returning to work.

In the case of extraordinary circumstances, including but not limited to war, accident or natural disaster, the City Manager or designee may authorize an employee to work longer without a rest period.

If the six (6) hour rest period described in this article above extends into the employee's next regularly scheduled work shift, the employee shall be allowed to be absent from the workplace for the full rest period except in case of extraordinary circumstances. Any portion of the six (6) hour rest period that extends into the regularly scheduled work shift shall be paid time. If the employee is still too fatigued to return to work after the six (6) hour rest period, the employee may request additional time-off to be charged to the employee's leave account.

7.3 Overtime Distribution

Voluntary overtime shall be offered on a rotating basis by seniority within each department. Mandatory overtime shall be implemented by inverse seniority.

7.4 Change in Work Schedule

The City has the right to require employees to work overtime. A change in an employee's work schedule shall be deemed overtime unless the City provides the employee at least five (5) calendar days advance written notice of the change in work schedule.

7.5

Rest Period (Breaks) and Meal Periods

Employees shall be entitled to two (2) breaks of fifteen (15) minutes each during the workday. The breaks should be as closely as possible to mid-morning and mid-afternoon. Breaks are not intended for use in conjunction with the meal period to be added to the beginning or ending of a workday, unless otherwise approved by the supervisor.

Employees who work an eight (8) hour workday or more may be allowed an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be scheduled by the City as near as possible to the middle of the work shift. Meal periods may be briefly interrupted or completely cancelled if there is an emergency or other operating need. When an employee's meal period is interrupted, the employee's meal period will be proportionally extended. When an employees' meal period is cancelled, the meal period shall be added to the employee's normal workday, and the employee shall be paid overtime for the cancelled meal period pursuant to the overtime provisions contained in this Subsection.

Water Reclamation Facility Lead Operators shall be compensated for all hours worked, in increments of fifteen (15) minutes, when they are unable to take a duty free meal period during their shift.

It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period. Meal periods shall not be added to the beginning or ending of the normal workday but shall be near the middle of the normal workday. Travel to and from a meal location is considered part of the designated, non-compensated meal period.

7.6 Layoff Procedures

Whenever, in the judgment of the City Council, it becomes necessary in the interest of the economy, or because the necessity for a position no longer exist, the City Council may, with fifteen (15) days advance notice to Local 39 and the affected employee(s), abolish any position(s) or employment in the City service, and the employee(s) holding such position(s) may be laid off without taking disciplinary action.

(1.) Order of Layoffs

Persons shall be laid off in the following order:

- (a) Layoff shall be by department and class within the department.
- (b) All extra help, temporary, seasonal, provisional employees (excluding any regular permanent city employee) or PERS annuitant within the class scheduled for layoff shall be laid off before any regular permanent employee from the same classification is laid off.
- (c) When it becomes necessary to reduce the force in any department, layoff of regular employees shall be in the reverse order in which their names appear on the Layoff List for the affected class, as prepared by the City, with those persons having the least seniority being first laid off.

(2.) Special Skills Exemption

A designated position which requires special or unique knowledge or skills necessary to the operation of City business, including bilingual skills, which is in the same class as other positions within a department or office scheduled for layoff, may be exempted from the provisions in this section when recommended by the appointing authority, and approved by the City Manager.

(3.) Seniority/Performance

When it becomes necessary to reduce the force in any department or office by layoff of regular employees, seniority shall govern unless the employee's work performance has been less than satisfactory as documented on the employee's last regularly scheduled performance evaluation report. In such instances the employee's layoff shall be based equally on performance and seniority.

(4.) Calculation of Seniority

Seniority shall be measured from such employee's initial appointment to City service and shall include total cumulative regular hours, but shall not include any period during which such employee was (1) on leave without pay, or (2) not actually in City employment because of his or her voluntary termination, layoff, or other cause.

(5.) Displacing in a Lower Class

An employee affected by layoff may at his or her discretion, displace an employee in the same department at the next lower class in the

occupational series, or in succeeding lower classes in the occupational series who has less seniority. An employee who has previously been in a position in a different occupational series or department, in which the employee has held permanent status, may displace the employee in that position provided such employee has superior seniority. Seniority computations for displacement purposes are made as determined for the original layoff, shall apply to all employees who elect to displace in a lower class. To be considered for demotion and displacement in lieu of layoff, an employee must notify the City Manager or designee in writing of this election no later than seven (7) calendar days after receiving notice of layoff.

Laid off employees may choose to bump employees holding an interim or "acting" position of the same classification within the City. Employees affected by this action shall be returned to their previously held position and department. Employees working in an interim/acting position shall accrue seniority in their regular classification.

(6.) Notice of Layoff

Regular employees shall be notified of layoff Fifteen (15) calendar days prior to the effective date of layoff. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof. Such notice of layoff for regular employees shall include:

- (a) Reason for layoff.
- (b) Regulations pertaining to demotion and displacement in a lower class in lieu of layoff.
- (c) Effective date of the action.
- (d) Conditions governing retention on and reinstatement from reemployment lists.
- (e) Seniority listing for layoff purposes.

(7.) Reemployment List

The names of regular and probationary employees laid off shall be placed on the City re-employment list for one year for the class the employee was laid off, or reduced in lieu of layoff. The City Manager or designee may approve the appointment of an employee who was laid off to an existing vacancy or on a lower or equal class for which the employee is qualified, without requiring an examination.

7.7 Alternative Work Week

Permanent Full Time employees may be allowed to work a 4-10 or 9-8-80 work schedule subject to operational needs and with the written approval of the City Manager.

7.8 Personnel System Rules Update

City and Local 39 agree to negotiate revisions to the City's Personnel System Rules during the term of this MOU.

SECTION 8. INSURANCE

8.1 Medical Insurance Plan

The City will contract with Special District Risk Management Authority (SDRMA) for medical insurance.

8.2 City Contribution for Active Employees

The City shall maintain the current 80%/20% premium increase allocation formula during the 2021 Calendar Year:

- (1.) The City will pay the following medical insurance benefit amounts for each active employee enrolling himself or herself and his or her eligible dependents in any of the available SDRMA medical plans during the term of this MOU. These 2021 amounts are as follows:

Employee Enrolling as 1 Party	\$ 891.58
Employee Enrolling as 2 Party	\$1,786.43
Employee Enrolling as Family	\$2,318.72

- (2.) An employee not participating in a SDRMA medical insurance plan is not eligible for this benefit.

8.3 Medical Insurance Premium Increases/Reopener

Employees participating in a SDRMA medical plan shall pay twenty percent (20%) of any new medical insurance premium increase based on the Blue Shield EPO plan premiums. Employees participating in other SDRMA medical plans shall pay the increased premium less the City contribution to employees participating in the Blue Shield EPO plan.

City and Local 39 agree, in case of significant increases in health insurance premiums or potential impacts to the City for implementing GASB 75, discontinuation of SDRMA medical plan offerings, and/or related issues to reopen negotiations on health insurance benefits. The City agrees to maintain the

current 80%/20% premium increase allocation formula during the 2019-2021 MOU.

The parties agree to meet and confer during the term of the MOU over the impact of the Affordable Care Act if necessary

8.4 In Lieu Medical Benefit

An eligible employee, who submits proof of medical coverage under another medical plan not provided by the City, shall be eligible to receive three hundred and fifty dollars (\$350.00) payroll stipend per month in lieu of the above City contribution. Such employee shall fill out the appropriate forms provided by the City during a specified eligible period as determined by the City.

8.5 Retiree Benefits

- (1.) The City shall offer the medical insurance plans available from SDRMA to employees who retire from City service, and to current retirees who are otherwise eligible to participate in SDRMA medical plans as determined by SDRMA, subject to the following conditions:
 - a. The retiree and his/her dependents must be eligible to enroll in a SDRMA medical plan based on employment with the City, as determined by SDRMA. Currently the SDRMA requires employees who retire to be continuously enrolled to maintain coverage during their retirement.
 - b. Continuing eligibility for SDRMA medical plan coverage of retirees and their dependents shall be determined by the SDRMA.
- (2.) An employee hired prior to June 30, 2020 who retires from the City of Placerville with at least twenty (20) years of service with the City of Placerville at age 53, and participates in a SDRMA medical plan will be eligible to receive a benefit equivalent to the cost of the single employee medical insurance benefit as of January 1, 2019, \$787.16 (per month) at the time the employee retires from City service until they reach age sixty-five (65). After age sixty-five (65), such benefit shall be reduced to \$80.80 (per month) the first day of the month following such employee's birthday.
- (3.) In the event that an employee hired prior to June 30, 2020 retires from the City of Placerville and has at least ten (10) years of service with the City of Placerville, but less than twenty (20) years of such service, and is participating in a SDRMA medical insurance plan, he or she, at age 53, will be entitled to a proportionate benefit amount, as set forth in the preceding paragraph. The proportionate amount to be paid by the City shall be

equivalent to a fraction whose numerator is equal to the years of service with the City of Placerville and whose denominator is twenty (20).

- (4.) Additionally, an employee hired prior to June 30, 2020 who retires from the City of Placerville (CalPERS Retirement) with less than ten (10) years of service with the City of Placerville and is participating in a SDRMA medical insurance plan is eligible to receive a monthly medical insurance benefit in the amount of \$80.80.
- (5.) Each enrolled retiree hired prior to June 30, 2020 shall pay the remaining balance of the medical premium in such manner as prescribed by the SDRMA, and City policies and/or procedures.
- (6.) The City and Local 39 agree to eliminate retiree medical insurance benefits for employees hired on or after July 1, 2020.

8.6 Medical Insurance Plan Changes

The City shall not pay the premium for any other medical plan, which is not sponsored and administered by the SDRMA nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative medical insurance plan for the current plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on medical insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

8.7 General Rules for SDRMA Medical Coverage

- (1.) New employees shall be eligible for medical plan coverage on the first day of the month following completion of the eligibility period as established by the SDRMA.
- (2.) Effective with the first date of coverage under the SDRMA medical plan, all eligibility criteria, including but not limited to the effective dates of coverage, the definition of dependents, and the age of eligible dependent children, shall be in accordance with the rules established by the SDRMA.

8.8 Chiropractic Care

- (1.) The City will continue to provide the current chiropractic care benefits through Landmark Healthplan of California (currently \$12.67 per month for Composite coverage) during the term of this MOU for employees and their eligible dependents.
- (2.) The City shall not pay the premium for any other chiropractic plan, which

is not sponsored and administered by the City, nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative insurance plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on chiropractic insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

8.9 Dental Plan

The City will continue to pay the entire premium amount (currently \$53.26 per month for single coverage and \$156.43 per month for family coverage) during the term of this MOU for dental insurance coverage through Assurant (or equivalent) for employees and their eligible dependents.

8.10 Dental Insurance Plan Changes

The City shall not pay the premium for any other dental plan, which is not sponsored and administered by the City, nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative dental insurance plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on dental insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

8.11 Vision Plan

(1.) The City will continue to pay the entire premium (currently \$16.44 per month) during the term of this MOU for vision insurance coverage through Superior Vision Insurance Company (or equivalent) for employees and their eligible dependents.

(2.) The City shall not pay the premium for any other vision plan, which is not sponsored and administered by the City, nor shall the City make any payroll deductions for such other plan. Nothing herein precludes the City from offering a similar alternative vision insurance plan. An Employee Benefits Advisory Committee will advise the City Manager and City Council on vision insurance issues. This Committee will be comprised of representatives from each of the bargaining units and/or the following work sites, City Hall, Town Hall, Corporation Yard, Police Department, and Water Reclamation Facility.

8.12 Disability Insurance

The City shall continue to contract with CalPERS to provide the following disability coverage:

- (1.) Non job-related disability retirement allowance, pursuant to Section 21298 of the Government Code; and
- (2.) Industrial disability retirement allowance for miscellaneous members, pursuant to Sections 21022 and/or 21022.1 of the Government Code.

8.13 Short-Term Disability

- (1.) State Disability Insurance. The City will continue to contract with the State of California to provide state disability insurance. Employees are responsible for the cost of the program and commensurate payroll deductions will be taken out of employees' salaries.

8.14 Term Life Insurance

The City agrees to provide term life insurance in the amount of \$50,000 per represented employee.

8.15 Auto Liability Insurance

The City agrees to pay \$60.00 annually to employees who are required to utilize their personal vehicles in the pursuit of City business, which shall be a contribution toward the employee's cost of maintaining auto liability insurance coverage in the amount of \$100,000/\$300,000. In order to be eligible for this payment, employees must:

- (1.) obtain written approval by their supervisor, department head, and the City Manager, utilizing standard employee action forms which, under the remarks section, shall set forth the nature of the need for personal car usage; and
- (2.) submit evidence of insurance coverage.

Employees not so authorized shall not, under any circumstances, use their personal vehicles for City business. This payment shall not apply to any employees who drive City vehicles in the pursuit of their employment.

8.16 IRS Section 125 Plan

The City shall maintain its current IRS Section 125 Plan that will allow employees to offset employee health insurance premiums, and other permitted benefits on a pre-tax basis.

- 8.17 City agrees to continue providing an enhanced Employee Assistance Program (EAP) to all full-time employees.

SECTION 9 CLOTHING STIPEND

9.1 Uniform Categories

(1) Maintenance Workers/Water Reclamation Facility Employees

Maintenance Workers

All full-time employees who are required as a condition of employment to acquire and wear uniforms shall receive an annual clothing and boot stipend of seven hundred and fifty dollars (\$750.00). A 50% payment shall be made in the first full pay period in January and a second 50% payment shall be made on the first full pay period in July of each year. This provision only applies to full-time maintenance employees in the following classes: Gold Bug Park Maintenance & Operations Specialist, Maintenance Mechanic, Maintenance Worker I, Maintenance Worker II, Senior Maintenance Worker, Traffic Maintenance Worker, Water Meter Technician, and Utility Services Specialist.

In addition, the City shall provide and replace, upon department head discretion, as needed, a jacket of "traffic orange" color.

Water Reclamation Facility Employees

All full-time employees who are required as a condition of employment to acquire and wear uniforms, including the Senior Maintenance Mechanic, Water Reclamation Facility Operator I, Water Reclamation Facility Operator II, Water Reclamation Facility Operator III, Water Reclamation Facility Operator IV, shall receive an annual clothing and boot stipend of seven hundred and fifty dollars (\$750.00). A 50.00% payment shall be made in the first full pay period in January, and a second 50% payment shall be made the first full pay period in July of each year.

(2) Engineering Specialist and Engineering Technician.

The City will provide all full-time employees who are required as a condition of employment to acquire and wear uniforms, including the Engineering Specialist and Engineering Technician, an annual boot stipend in the amount of one hundred and fifty dollars (\$150.00). A 50.00% payment shall be made in the first full pay period in January, and a second 50% payment shall be made the first full pay period in July of each year. In addition, the City shall provide and replace, upon department head

discretion, as needed, a jacket of "traffic orange" color, for each Engineering Specialist and Engineering Technician.

(3.) Police Department Employees.

All full-time employees who are required as a condition of employment to acquire and wear uniforms, including the Community Services Officer, Police Dispatcher/Records Technician, Police Property/Evidence Analyst, Police Property/Evidence Officer, Police Services Assistant, and Senior Police Dispatcher/Records Technician, shall receive a clothing stipend in the amount of seven hundred dollars (\$700.00) per year, paid proportionately in quarterly installments, and shall be provided to all full-time Police Department employees covered in this unit.

9.2 Requirements

Those employees receiving a uniform stipend from the City shall be required to wear such apparel at all times during the performance of their work and no substitutions of non-approved apparel shall be permitted. Employees shall be responsible for maintaining and replacing their uniforms as necessary, and no additional payment or compensation shall be made for such maintenance. The clothing and boot stipend shall be reported as pensionable compensation to CalPERS.

9.3 Stipend While on Leave.

Personnel on extended leave or without pay for more than thirty (30) days shall not receive uniform stipend for the period of absence from duty after the first thirty (30) days of such leave. Personnel on extended leave under this section may receive a prorated uniform allowance proportional to the hours of leave and work hours in the quarter.

SECTION 10 REIMBURSEMENTS

10.1 Educational Program.

The City shall maintain an educational reimbursement program, which shall provide for reimbursement of books and tuition for job-related courses upon successful completion with a grade of "C" or better.

- (1.) Eligibility. To be eligible for such reimbursement, an employee must, prior to enrollment, obtain written approval from his/her department head and the City Manager to confirm that the subject course is job-related. Job-related shall mean training directly related to work performed by the division of the department in which the person seeking reimbursement is employed. For instance, an Account Clerk would be eligible for an accounting course; a Building Inspector would be eligible for a building

inspection course; an Engineering Technician would be eligible for an engineering course; a Water Reclamation Facility Operator or Maintenance Worker would be eligible for course work related to wastewater or street maintenance, respectively. There shall be no reimbursement for general course requirements nor non job-related curricula, such as work leading toward degrees in law, engineering, business, public administration, planning, recreation, Police Science, or other career education programs, except insofar as individual courses within such curricula may be specifically determined to be job-related by the department head and the City Manager.

(2.) Reimbursement Amount.

The maximum amount of reimbursement during any calendar year for courses taken during that year shall be \$350.00 per employee.

(3.) No Release from Work.

All course work in connection with this article must be taken on the employee's own time.

(4.) Wastewater Classes Training:

With advance approval of the City Manager, the City will pay up to \$500 for any tuition, books, travel, for any education pursued in obtaining Water and Wastewater Certification beyond that required for the employee's current job classification on his/her own time. The City Manager will review on a case by case basis, the benefit to the City and to the employee prior to approval of such funds.

(5.) An employee who receives a reimbursement under this subsection and voluntarily ends employment with the City less than twelve (12) months from the date of receiving the reimbursement shall refund the City an equal amount of the reimbursement on or before the last day of work.

10.2 Mileage Reimbursement

(1.) Mileage reimbursement will be paid for employees required to utilize their own vehicle in the scope of their employment. Mileage reimbursement will be consistent with IRS guidelines.

SECTION 11 EDUCATIONAL INCENTIVES

The City offers an educational incentive program for the classifications of Water Reclamation Facility Operators and Water Distribution Operators based on the following:

11.1 Eligibility.

Represented employees who qualify as outlined below shall be paid a monthly incentive for one of the two certificates.

(1.) Grade II.

A \$65.00 per-month salary differential will be paid to an employee who possesses a current and valid Grade II Water or Wastewater Treatment Certification from the State of California.

(2.) Grade III.

A \$90.00 per-month salary differential will be paid to an employee who possesses a current and valid Grade III Water or Wastewater Treatment Certification from the State of California.

(3.) State Certifications for Waste Water/Water Certificates:

The City will provide additional fifty-dollars (\$50.00) per month for each certificate level above the minimum requirements for the job classification. Employees with more than two required certifications for their job class shall be eligible for additional certification pay related to wastewater and water including cross-connection certifications.

11.2 Restrictions.

The employee is required to provide, at his/her own expense, any tuition, books, travel, as well as attending courses on his/her own time, for any education pursued toward achieving eligibility under this program, except as provided in 10.1.2 Education Reimbursement above.

11.3 Maintenance of Eligibility.

In order to maintain eligibility for incentive pay under the terms of this Article, the employee will be required to attend any updated training or course work if required by the Director of Public Works or required to maintain State Certification. Such training or course work shall be at the employee's own expense and on employee's own time.

SECTION 12 CALPERS RETIREMENT

12.1 Full-time employees hired prior to October 15, 2011:

- (1) The City agrees to provide the CalPERS 2.5% at age 55 pension with highest 3-year compensation pension formula.
- (2) The employee shall pay 100% of the employee contribution rate.

12.2 Full-time employees hired between October 15, 2011 – December 31, 2012 and “Classic Members” hired on or after January 1, 2013:

- (1) The City agrees to provide the CalPERS 2.00% at age 55 pension plan with highest 3-year compensation formula.
- (2) The employee shall pay 100% of the employee contribution rate.

12.3 Full-time “New Members” hired on or after January 1, 2013:

- (1) The City agrees to provide the CalPERS 2.00% at age 62 pension plan.
- (2) The employee shall pay 50.00% of the PERS “normal costs” (as defined in PEPRA).

SECTION 13 SICK LEAVE PAYOFFS

The City agrees to compensate all employees who retire after the age of fifty (50), or earlier as a result of disability, or who resign in good standing, for one-half (1/2) of all unused sick leave accumulated at the time of retirement and/or resignation up to a maximum of five- thousand (\$5,000.00) for any employee.

The Sick Leave Incentive Program allows each employee within this unit a 1-day vacation bonus if three (3) or less days of sick leave are used per year. City shall notice the employee when a vacation day has been credited.

SECTION 14 MILITARY RESERVES AND NATIONAL GUARD PAY CREDIT

The City shall reduce the salary paid to any employee in military leave by the amount of military pay received for the same period.

SECTION 15 MISCELLANEOUS COMPENSATION

15.1 On-Call Pay

A. PURPOSE

To establish guidelines for responses after normal working hours to “Emergency Situations” in order to protect the health and safety of the community. An Employee Standby Program ensures employee availability to respond to emergency situations on evenings, weekends and holidays.

B. EMPLOYEES COVERED

All full-time Public Works Department, Parks Division, and Water Reclamation Facility Division employees who have been trained and meet the qualifications will be scheduled on a rotating basis consistent with Assignment Procedures covered in Section V.

C. EMERGENCY AND NON EMERGENCY SITUATIONS DEFINED

1. Emergency Situations:

The following is a list of typical emergencies where a response is appropriate as consistent with the employee’s job description:

- a. Sanitary sewer main blockage, alarms or lost telemetry connection at a sewer lift station, alarms or processing issue at the Water Reclamation Facility that cannot be addressed remotely as part of regular on-call/standby practice, or a wastewater main blocked resulting in sewage spills.
- b. Hazardous material spill.
- c. Major street problem, such as a severely damaged or missing stop sign, major depression (i.e. sinkhole) in street, sidewalk or City owned parking lot, missing, uplifted, or seriously damaged grate or manhole cover, and downed tree or large broken tree limb blocking the roadway.
- d. Significant flooding of streets and/or buildings.
- e. Traffic accident seriously affecting public safety involving a damaged traffic signal, hazardous street light, or large amount of debris on a City street.
- f. Sprinklers running constantly in park or landscape areas.
- g. Emergency support requests by the Police Department or the Fire Department.
- h. Malfunction of traffic signal(s).
- i. Alarm set off, broken window, or door at public building.
- j. Vandalism or graffiti at picnic areas.

- k. Waterline break, either public or private which requires public works assistance to control.
- l. Other emergencies not listed above such as severe storm alerts, snow plowing, etc.
- m. As needed in the instance of a declared state of emergency by the City Manager or assigned designee as stated in Title 1 Chapter 23 of the City's Municipal Code.

2. Non-Emergency Situations:

The following is a list of situations where an emergency response is not appropriate:

- a. Minor street problem such as small bump or pothole, rough spot, or minor amount of glass, mud, or debris on the street.
- b. Street light burned out or malfunctioning (cycling or on during the day).
- c. Broken sprinkler head in park or landscaped area.
- d. Minor water leak.
- e. When an alarm at the Water Reclamation Facility can be addressed remotely through regular on-call/standby practices.
- f. Any call that could be a potential liability for the City.

3. On-Call/Standby Compensation

Employees shall receive \$3.00 per hour for non-holiday on-call or standby assignments. The hourly rate shall increase to \$3.50 the first full pay period in January 2020. Effective the first full pay period in January 2021, the hourly rate shall increase to \$4.00. Employees shall receive 5.33 hours of overtime for holiday on-call or standby assignments.

Employees shall receive one hour of overtime for each hour worked with a 2 hour minimum for a call out. An employee who earns the two (2) hours of pay pursuant to this section, may be assigned other work in his/her job classification until the two (2) hour minimum time has elapsed. An employee shall earn not more than one minimum (2) hours guarantee of pay per day, but shall be paid for all work performed beyond the two hour minimum in accordance with applicable FLSA or other pay requirements. There shall not be any duplication or pyramiding of rates paid under this section.

When a request for emergency assistance is received and the situation is not clearly covered herein, the on-call/standby employee shall evaluate the facts and act accordingly. If reasonable doubt exists as to the seriousness of the problem, the employee will respond to the request.

Water Reclamation Facility operators “on-call” and required to monitor the SCADA system shall be paid overtime in fifteen (15) minute increments when logged onto the computer for necessary work performed.

D. RESPONSE PROCEDURES

1. Responsibility and Authority:

The on-call/standby employee is responsible for determining whether or not the situation is a true emergency. The on-call/standby employee should collect pertinent information (name, address, and telephone number of the reporting party) and a full description of the “emergency”, if applicable. If it is determined by the on-call/standby employee that the situation in question is a true emergency, the on-call/standby employee should respond to the scene of the emergency as soon as possible, and in most cases within 30 minutes plus their maximum commute time also not to exceed 30 minutes. If the situation is not an emergency, the on-call/standby employee shall notify the reporting party that the request will be forwarded to the responsible party/agency at the start of the next business day. Once contacted, the on-call/standby employee assumes full responsibility for response to the said emergency. When providing public safety support, the Incident Commander has full responsibility.

2. Conduct and Behavior:

All on-call/standby employees shall practice a professional commitment to “public service” while dealing with the specific emergency in a common sense and sensitive manner. On-call/standby employees are expected to be familiar with all on-call/standby procedures and be available for calls at all times during their on-call/standby shift. On-call/standby personnel, while on duty, shall remain physically able to respond by refraining from activities which might impair judgement or the ability to respond and perform the necessary duties.

3. Obtaining Additional Help:

When faced with an emergency that requires additional human resources, a faster response time, or an on-call/standby employee meets with an unforeseen delay, first contact any other department employee on-call/standby (if applicable) and then proceed to contact the responsible supervisor. The supervisor will then be responsible to call those employees who are most qualified and available to offer assistance. Contractors may then be contacted to assist if employees are not available or the need exceeds the available resources.

4. Incident Report:

A detailed permanent record of each emergency call out shall be documented on a standard "Incident Report" form (or on-call/standby binder). Information to include:

- a. Date, time, and name of reporting party or notification alarm.
- b. Incident description listing type of call and location.
- c. Action(s) taken and time involved.
- d. Additional personnel called to assist and equipment used.
- e. Any other pertinent information.

5. Vehicle and Equipment

Employees on standby will be assigned the following:

- a. For Public Works Department employees, a City vehicle equipped with all the necessary emergency tools and equipment will be assigned. Personal use of City vehicles is not allowed. Those on standby residing within the City limits shall take the City Vehicle home. Those residing outside the City limits and within 30 miles of the City limits may take the vehicle home. Supervisors may take a City vehicle home as back-up to the "on-call" person.
- b. On-call/standby employee shall have the option of being issued a City cell phone as the primary method used to be contacted by Dispatch, or the standby employee may elect to provide their personal phone number for contact purposes.
- c. Personal phone or City supplied phone shall be kept in the on-call/standby person's possession at all times and is to be used for on call Dispatch.
- d. Equipment such as a vactor truck, backhoe, dump truck, emergency pumps, and other tools and equipment necessary to handle emergencies shall be fully fueled and readily accessible.
- e. The Employee On-Call/Standby Binder shall contain assignment schedules, phone numbers of qualified employees, other City and county departments, emergency agencies, and local contractors. The binder shall also contain blank "Incident Report" forms and other pertinent information.
- f. Department Heads are required to keep binders current for the on-call personnel.
- g. Rental Equipment – Supervisor Approval Required.

E. ASSIGNMENT PROCEDURES

1. Assignment Period:

The “weekly” on-call/standby period typically begins at the end of the normal work period on work-days and continues at the start of the normal work period on the next workday. The “weekend” on-call/standby period begins at the end of the normal payroll work week and continues until the beginning of the normal work week on Monday. A “holiday” on-call/standby period begins at the beginning of the normal work day start time on the holiday and continues to work day start time on the day following the holiday(s).

2. Employee Qualifications:

To be eligible to serve in an on-call/standby status, employees must be pre-qualified as determined by the City based on the following criteria:

- a. Employees’ training, skills, experience, associated certifications, and familiarity in handling the typical emergency situations.
- b. A minimum of one of two employees will have possession of the required California driver’s license to operate the equipment typically used to handle emergencies. An example would be a Class B driver’s license to operate the vactor truck, when needed.
- c. Employees’ ability to respond to the scene typically within 30 minutes plus commute minutes following notification unless a sooner response is needed by Police or Fire personnel. If that is the case, the on-call/standby person shall immediately notify the supervisor and assist in call out of personnel who are able to respond within the time frame requested.
- d. Employee may be tested on certain emergency situations, i.e., how to assist in vactor truck operations and traffic control.

3. Personnel Assignments:

A monthly schedule will be prepared and posted with consideration given to the City’s needs and employees’ work schedule. Assignments will be made at intervals and of duration as deemed appropriate by the Department Director or designee to keep the on-call/standby program within the Department operating efficiently and effectively. Compensation shall be consistent with current labor agreement requirements.

4. Substitutions:

Substitutions shall be minimized and only done when absolutely necessary. The on-call/standby individual is responsible for finding a substitute. The substitute shall be on the approved on-call/standby list and the change shall have prior approval from the Department Head or designee.

15.2 Acting Pay

Employees assigned by the department head, and approved by the City Manager, to fill a higher level classification that is vacant, including overfilling for an incumbent, in a higher level classification who is out on leave, shall receive acting pay. An employee must meet the minimum qualifications of the higher level classification. The assignment results in the employee becoming fully responsible for the duties and responsibilities of the higher level classification, and the assignment must be for at least ten (10) consecutive working days. Eligible employees assigned to acting status shall receive a stipend of no less than five percent (5%) commencing on the eleventh (11th) day of the assignment.

15.3 Applicable to Water Reclamation Facility Operators and Distribution Workers

Educational Incentive-Certified Plant Operators working out of their classification, as demonstrated by task and certificate, shall receive an additional sum of \$25.00.

15.4 Pesticide Operations

Limited to two positions per classification, those employees employed within the Maintenance Worker I or II classifications who are assigned the duties of applying pesticides shall receive a certification differential of \$15.00 per month for possession of a Pest Control Applicators certificate and \$30.00 per month for a Pest Control Advisor certificate, non-cumulative.

15.5 Pool Certification

Eligible employees who have an El Dorado County Health Department Certificate for swimming pools shall receive \$25.00 per month provided such certificate is maintained.

15.6 HazMat Team

Employees assigned to the City's "HazMat Team" shall receive, in addition to their regular wage, \$40.00 per call or incident requiring "HazMat" trained personnel as determined by the department head and approved by the City Manager.

15.7 Home Computers

Employees who, as part of their job assignment, require the use of "home computers" as determined by the department head and approved by the City Manager, shall receive \$25.00 per month reimbursement towards the necessary on-line connection. In addition, the City will install and provide the necessary hardware and software as determined by the department head and approved by the City Manager.

15.8 Shift Differential

Police Dispatch/Records Technicians, who work a night shift as designated by the department head with the City Manager's concurrence, shall receive \$.85 per hour over their regular rate of pay for all hours worked during that shift.

Maintenance Workers who work a night shift as designated by the department head with the City Manager's concurrence, shall receive \$0.85 per hour over their regular rate of pay for all hours worked during that shift.

A night shift shall be defined as a shift during which the employee works four (4) hours or more of their shift between the hours of 7:00 p.m. and 6:00 a.m.

15.9 The City agrees to maintain an employee and immediate family access benefit to the Aquatics Center at no cost to employees. The City reserves the right to establish a limited number of blackout dates.

15.10 The City shall maintain an On-Call Take Home Vehicle Program for eligible employees who live within 20 miles of City Corporation Yard. Employee must have secured off road parking for on call vehicle.

15.11 The City shall maintain current cell phone reimbursement practices for term of agreement. Additionally, City agrees to assign a City cell phone to: Maintenance I's & II's, Mechanic, OPS employees. Cell phones are to be used for City business only, and usage will be monitored.

SECTION 16 DEFERRED COMPENSATION PROGRAM

16.1 Program

The City agrees to continue the deferred compensation program under Section 457 of the Internal Revenue Code, through CalPERS and the ICMA Retirement Corporation.

16.2 Vesting of Deferred Compensation

Employees shall have one hundred percent (100%) vesting rights for all contributions previously made by the City. Each employee shall have a maximum of one ICMA account and one CalPERS account. Multiple accounts existing during the term of the agreement shall be combined into one account. Any contributions by the City and/or the employee shall be made to the single account with CalPERS and/or ICMA..

The accounts have been established in accordance with Internal Revenue Code Section 457 and is subject to federal and state regulation of these types of accounts. Subject to these regulations and any policies established by CalPERS

and ICMA, each employee shall have the right to choose from the investment programs offered.

SECTION 17 VACATION ACCRUAL SCHEDULE

Vacation accrual rates shall be as follows:

0 – 5 years = 2 weeks/year
5+ -10 years = 3 weeks/year
10+ - 20 years = 4 weeks/year
20+ years = 5 weeks/year

Accrued vacation shall be paid to an employee upon separation from employment with the City.

Maximum vacation accruals shall be limited to 240 hours. An employee with a higher balance as of that date shall be allowed to retain such vacation time subject to the following:

1. The City shall have the sole discretion to pay any portion of such vacation balance over 240 hours except as specified below.
2. An employee with more than two-hundred and forty (240) hours will have their balances reviewed beginning in the first full pay period in January, to determine if they have used all of their accrual from the previous calendar year. If so, they will continue to accrue vacation time beyond the 240 hour accrual limit. If not, such employee shall not accrue additional vacation time during the calendar year until such time as the accrual hours from the previous year have been used.
3. If an employee's approved vacation is cancelled by the City, and the employee is unable to take said vacation by the end of the calendar year, the City shall cash out vacation hours equivalent to the hours cancelled by the City.
4. Eligible employees may participate in the City's established vacation cash-out program.
5. Employees may cash out a maximum of eighty (80.00) hours of accumulated vacation time each fiscal year subject to the following provisions:
 - (1) The City Council approves budget appropriations to fully fund or partially fund the annual vacation cash out program; and
 - (2) The eligible employee must have a vacation bank balance that exceeds two-hundred (200.00) hours before the vacation cash out; and
 - (3) The eligible employee must demonstrate a minimum vacation bank balance of two-hundred (200.00) hours upon the cashing out of the said vacation hours; and
 - (4) Employees are limited to one vacation cash out per fiscal year; and

- (5) Cash out requests must be submitted to the Finance Department no later than June 15th each year; and
- (6) Cash outs will be processed the next available payroll; and
- (7) For employees who have vacation bank balances of 240 hours or more, the cashing out of vacation time shall not count towards using their annual vacation accruals for vacation capping purposes.

Effective December 31, 2021, the following shall apply Section 17 above:

Maximum vacation accruals shall be limited to 320 hours. An employee with a higher balance as of that date shall be allowed to retain such vacation time subject to the following:

6. The City shall have the sole discretion to pay any portion of such vacation balance over 320 hours except as specified below.
7. An employee with more than three-hundred and twenty (320) hours will have their balances reviewed beginning in the first full pay period in January, to determine if they have used all of their accrual from the previous calendar year. If so, they will continue to accrue vacation time beyond the 320 hour accrual limit. If not, such employee shall not accrue additional vacation time during the calendar year until such time as the accrual hours from the previous year have been used.
8. If such employee is denied the ability to take vacation in any calendar year, the employee shall not be denied additional accruals for the calendar year.
9. If an employee's approved vacation is cancelled by the City, and the employee is unable to take said vacation by the end of the calendar year, the City shall cash out vacation hours equivalent to the hours cancelled by the City.
10. Eligible employees may participate in the City's established vacation cash-out program.
11. Employees may cash out a maximum of eighty (80.00) hours of accumulated vacation time each fiscal year subject to the following provisions:
 - (2) The City Council approves budget appropriations to fully fund or partially fund the annual vacation cash out program; and
 - (3) An employee with a vacation balance of two hundred forty (240) hours or more accrued in the City's payroll system as of the date the irrevocable form is submitted may request once per calendar year to cash out up to eighty (80) vacation hours of his or her annual vacation accrual in the following calendar year at his or her base hourly rate which shall be defined as the hourly rate on the salary schedule plus any longevity pay if applicable, subject to the following:

- (2.) Any employee utilizing this provision will be required to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned.
- (3.) The cash out will coincide with the applicable IRS tax year based upon the check dates.
- (4.) The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.
- (5.) Requested vacation cash outs will be cashed out by the last paycheck of the calendar year in which the vacation hours are earned.

SECTION 18 EMPLOYEE CONDUCT AND DISCIPLINE

18.1 Definition and Objective of Discipline

Discipline is the enforcement of conformity to policies, rules and regulations and other administrative or legal requirements of practices designed to maintain a standard of cooperation and conduct necessary to carry out the service requirements of the City organization successfully. Disciplinary action as authorized shall be accomplished in such a manner as to be just, equitable, consistent, and suited to the situation. The disciplinary action, when taken, shall be documented in such a manner as to be defensible on appeal and/or review.

18.2 Causes for Disciplinary Action

Any one or more of the following shall constitute grounds for disciplinary action:

- a) Fraud in securing employment or making a false statement on an application for employment or on any supporting documents furnished with or made a part of any application.
- b) Incompetency such as failure to comply with the minimum standard of an employee's position for a significant period of time.
- c) Inexcusable negligent duty, such as failure to perform duties required of an employee within the position.
- d) Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.
- e) Dishonesty involving employment.
- f) Being under the influence of alcohol or intoxicating drugs while on duty.
- g) Addiction or habitual use of alcoholic beverages, narcotics, or any habit forming drug.
- h) Inexcusable absence without leave.

- i) Conviction of a felony, or a misdemeanor involving moral turpitude, which shall be deemed to include only crimes involving dishonesty or character depravity, which can be proven to relate to the satisfactory performance of the employee's job.
- j) Discourteous treatment of the public. Normally, such behavior is grounds for reprimand, but more serious discipline shall be given in event of multiple reprimands.
- k) Improper or unauthorized use of City property.
- l) Violation of the rules and regulations of any department, which rules and regulations are adopted pursuant to or continued pursuant to these rules and regulations.
- m) Willful failure to maintain proper decorum during working hours, causing discredit to the employee's department or division.
- n) Abuse of sick leave.
- o) Knowingly failing to follow the procedures set forth herein governing grievances when pursuing a grievance.
- p) Inattention to duty, tardiness, indolence, carelessness, or negligence in the care and handling of City property.
- q) Acceptance from any source or a reward, gift or other form of remuneration in addition to regular compensation by an employee for the performance of official duties.
- r) Falsification of any City report or record or of any report or record required to be or filed by the employee.
- s) Willful violation of any of the provisions of the Placerville Municipal Code, lawful ordinances, resolutions, or any rules, regulations, or policies which may be prescribed by the City Council, or City Manager or department head as appointing authority.
- t) Improper political activity.
 - (1) Activities not affected:
 Nothing in these rules and regulations shall be construed to prevent any officer or employee from becoming or continuing to be a member of a political club or organization, or from attendance at a political meeting, or from enjoying the freedom from all interference in casting his/her ballot or from seeking or accepting election or appointment to public office; provided, however, that any person holding a position in the Classified Service must obtain leave of absence status in the Classified Service before seeking election to the office of Placerville City Councilman or any appointment to any Placerville City Commission.
 - (1) Discrimination because of political affiliation:
 No person in the Classified Service of the City, or seeking admission thereto, shall be employed, promoted, demoted, or discharged, or in any way favored or discriminated against because of political opinions, except that no one shall be eligible to hold a position

with this City who is or becomes sympathetic or affiliated with any group or movement that advocates the overthrow of the government by force or violence.

(2) City Employee:

No City employee shall simultaneously hold the office of Placerville City Council member, but must forfeit one of such positions. No City employee other than seasonal or intermittent employees shall simultaneously hold the office of a Placerville City Board or Commission and City office, but must forfeit one of such position.

(4) Any employee of the City seeking election for himself/herself or for any other person to any public office or soliciting votes in favor of or against any proposition to be submitted to the voters in any election shall not do so during working hours or while wearing a uniform or badge identifying him with his employment by the City, except however, that such prohibitions shall not be applicable to any employee appearing before any public employee's organization of which employee is a member.

(5.) Any other conduct unbecoming a City employee which would discredit the City and/or employee's department.

(1) No employee shall be permitted to accept or continue employment outside of City service if:

- a) The nature of the work is such that it will reflect unfavorably on the employee, the department or the City
- b) The additional duties to be performed are in conflict with duties required by his/her City service; or
- c) The nature of the outside employment is such that the employee would be able to utilize to the employee's benefit information received by the City or that employee in the course of his/her employment with the City.

(2) No employee shall be permitted to accept or continue employment outside of City service until they inform the department head for the department for which employee works as to the nature, duties and hours of such employment. The employee shall not undertake or continue such employment until receipt of approval from the department head. In the event the employee does not agree with the decision of the department head, the employee may appeal that decision to the City Manager. In the event that such outside employment is sporadic and not continuous, the employee need not report each and every job, but shall, prior to commencing such work, report the nature of the outside employment to the department head.

(3) Outside employment subject to this rule shall be employment that is either continuous and/or performed on a regular basis by the employee and excludes investments or other types of passive income generating activities. This rule is further not intended to govern outside employment by employee's spouse nor are the provisions of this section intended to govern members of the Placerville Police Department who are governed by separate policy established by that department. This section shall not apply to positions and employees in service of the City who are exempt from the Personnel System Rules and Regulations pursuant to Section 1-8-7 of the City Code.

18.3_Types of Disciplinary Action

Department heads and supervisors shall discuss deficiencies in performance, conduct, and other matters with subordinates at the time they are observed, pointing out corrective action the employee should take. Whenever possible, sufficient time for improvement shall precede formal disciplinary action. A confidential written report shall be made of such conferences and retained by the department head.

The following types of formal disciplinary action are permissible in accordance with the provisions of these rules and regulations:

- a) Reprimand: In situations where an oral warning has not resulted in the expected improvement, or when more severe initial action is warranted, a written reprimand may be sent to the employee. A signed copy shall be delivered to the Personnel Officer along with a narrative report of the case which shall be placed in the employee's personnel file.
- b) Suspension Without Pay: A City employee may be suspended for cause without pay by the department head for a period up to but not exceeding three (3) working days in any one thirty (30) day calendar period as a disciplinary measure. The employee shall be furnished with a written statement setting forth the reasons for suspension within five (5) working days. In addition, a City employee may be suspended without pay by the City Manager for a period up to but not exceeding thirty (30) calendar days, which includes any non-disciplinary suspension but does not include any periods of suspension imposed by department heads, in any one fiscal year as a disciplinary measure for cause. With the exception of non-disciplinary suspension, the employee shall be furnished with a written statement setting forth the reasons for such suspension. The employee will also be advised of his/her right of appeal under these rules and regulations, and informed of the regulations and procedures governing such appeals.
- c) Notification of Possible Suspension: The City Manager may notify an employee that a propertyed action is under investigation and that if facts are uncovered to sustain a reasonable assertion of guilt the employee may be suspended for a period not to exceed ten (10) days to permit completion of the investigation. In the even the investigation develops in the employee's favor and no disciplinary action is filed within the ten day suspension period, the employee shall be reinstated to duty with all accrued salary and other benefits, subject however, to a later disciplinary action involving the same matter under investigation.
- d) Disciplinary Demotion: The City Manager may demote an employee from a position in one class to a position in another class having a lower maximum rate of pay. The demotion may be permanent or temporary. The City Manager may also demote an employee to a lower rate of pay within his/her present classification and in accordance with the rates prescribed by the compensation plan. In any event, no demotion shall result in a decrease in salary of more than fifteen (15) percent in any continuous twelve month period for disciplinary reasons. Before the effective date of such demotion, the

employee shall be advised of the action and the reasons therefore. The employee will also be advised of the right of appeal under these rules and regulations, and be informed of the regulations and procedures governing such appeals.

- e) Discharge of Permanent Employees: A department head, after conferring with the City Manager, may terminate any regular employee on any grounds designated in [Personnel System Rule 11; Section 1]. Within seven (7) days following the termination, the department head shall provide the terminated employee with a written statement of the reasons for the action, including the ground or grounds involved. Additionally, the employee shall also be advised of his/her right of appeal under this section and regulations and informed of the regulations and procedures governing such appeals. Nothing shall be construed to prevent the City Manager from suspending any employee (pursuant to the provision of [Personnel System Rule 11; Section 3; Paragraph C] in the event time for investigation into grounds for discharge is needed.
- f) Discharge of Probationary Employee: A department head may terminate any employee who lacks regular status without cause, but must notify the employee of the reasons for termination.

18.4 Authority to Discipline

The appointing authority shall have the power and duty to take disciplinary actions pursuant to provisions of this rule, provided, however, that when a department head is the appointing authority, the Personnel Officer must be notified immediately following such action. For all disciplinary actions enumerated under [Section 18.3; paragraphs 'b' through 'f'] above, the appointing authority must advise the employee in writing of his/her intention of proposed disciplinary action, and prior to the effective date of such action, which cannot be less than ten (10) calendar days from the date that said written notice of proposed disciplinary action is served on the employee, the employee must be afforded the right to respond orally or in writing regarding proposed action, which may cause the appointing authority to either affirm, modify, or revoke proposed disciplinary action prior to the effective date of said action.

SECTION 19: GRIEVANCE PROCEDURE

19.1: Purpose

- a) To promote improved employer-employee relationships by establishing grievance procedures on matter for which an appeal is not provided by other regulations.
- b) To afford employees a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
- c) To provide that grievances shall be settled as near as possible to the point of origin.
- d) To provide that the grievance procedures shall be as informal as possible.

19.2: Matters Subject to Grievance Procedure

For the purposes of this rule, a grievance shall be considered as any matter for which appeal is not provided nor prohibited in these rules and regulations concerning:

- a) A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
- b) A dispute about the practical consequences of an administrative decision on wage, hours or other terms and conditions of employment.
- c) A decision affecting the employment of any regular, probationary or special employee for which his/her department head has partial or complete jurisdiction.
- d) Any matter personally affecting an employee's: working schedule, fringe benefits, holidays, vacation, sick leave, retirement, change in classification or salary.

Probationary employees may file a grievance under all of the above, but not as applied to their performance rating or dismissal.

19.3 Informal Grievance Procedure

An employee who has a problem or complaint should first attempt to resolve it through discussions with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with the supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest level of supervision. If the employee is not in agreement with the decision reached by discussion he/she shall then have the right to file a formal grievance in writing within ten calendar days after receiving the informal decision of his/her immediate superior. An informal grievance shall not be taken above the department head.

19.4: Formal Grievance Procedure

- a) First Level of Review: A formal grievance shall be presented in writing to the employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the employee within ten (10) calendar working days after receiving the grievance. Failure of the employee to take further action within ten (10) calendar working days after receipt of the written decision of the supervisor, or within a total a twenty (20) calendar days if no decision is rendered, shall constitute a withdrawal of the grievance.
- b) Second Level of Review: If the employee does not agree with the supervisor's decision, or if no answer has been received within ten (10) days, the employee may present the appeal in writing to his/her department head or to the Personnel Officer if the department head is the immediate superior. Failure of the employee to take further action within ten (10) days after receipt of the written decision of the department head, or within a total of twenty (20) calendar days if no decision is rendered, shall constitute a withdrawal of the grievance.

- c) Review by the Personnel Officer: If the employee does not agree with the department head's decision, or if no answer has been received within ten (10) days, the employee may present the appeal in writing to the Personnel Officer. Upon receipt of the grievance, the Personnel Officer shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Personnel Officer shall render a decision in writing to the employee within ten (10) calendar days after receiving the grievance.
- d) Review by the Personnel Board: If the employee is not satisfied with the decision of the Personnel Officer, he/she may, within ten (10) days after the receipt of the written decision of the Personnel Officer, appeal his/her grievance in writing to the Personnel Board, who shall hear the grievance and render a decision in writing to the employee within thirty (30) days after receiving the written notice of appeal. The decision of the Personnel Board shall be final and binding on all parties.

19.5 Conduct of Grievance Procedure

- a) The time limit specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- b) The employee may request the assistance of another person of his/her choosing in preparing and presenting the appeal at any level of review.
- c) The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
- d) EMPLOYEES SHALL BE ASSURED FREEDOM FROM REPRISAL FOR USING THE GRIEVANCE PROCEDURE.

SECTION 20 CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by City and not abridged herein, include but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees, to establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

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

SECTION 21 FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives it's right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding.

No agreement, alteration, understanding, variation waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the City Council.

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 22 PEACEFUL PERFORMANCE CLAUSES

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City employees covered by the Agreement are essential to the public health, safety and general welfare of the residents of the City of Placerville. Local 39 agrees that under no circumstances will Local 39 recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage) in any office or department of the City, nor to curtail any work nor restrict any production, nor interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage during the term of this Memorandum of Understanding, whether by Local 39 or by any member of the bargaining unit, Local 39, by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If in the event of any work-stoppage, Local 39 promptly and in good faith performs the obligations of this paragraph and providing Local 39 had not otherwise authorized, permitted, nor encouraged such work-stoppage, Local 39 shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in or gives leadership to any work-stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, as against any such employee.

SECTION 23 TERM

This Memorandum of Understanding represents the entire agreement between the City and Local 39 and cancels all previous agreements and becomes of full force and effect as of January 1, 2019, and shall continue in full force and effect until December 31, 2021 dependent on Subsection 6.1.3. All provisions of the Personnel Rules, salary resolutions, or other official documents which are within the scope of representation in accordance with Section 3504 of the California Government Code shall remain in full force and effect unless specifically amended by this Memorandum.

SECTION 24 SAVINGS

If any provision of this Memorandum of Understanding is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

On behalf of the parties to this Memorandum of Understanding:

Recommended for Adoption:

Dennis Thomas, Mayor

Bart Florence, Business Manager

Date

Date

M. Cleve Morris, City Manager

Charlie Solt, Director of Public Employees

Date

Date

John W. Driscoll, City Attorney

Jeff Gladieaux, President

Date

Date

Patrick Clark, Labor Consultant

James Britton
James Britton, Business Representative

Date

8/5/2021
Date