

AGREEMENT BETWEEN

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 3, AFL-CIO**

And

CITY OF ARCATA

Term: July 1, 2024 through June 30, 2025

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PREAMBLE

The AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF ARCATA, hereinafter referred to as *the City*, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 3, AFL-CIO, hereinafter referred to as *the Union*, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I - RECOGNITION

1 RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining agent for those employees represented by the Union and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to said employees as authorized by law.

ARTICLE II - SOLE AGREEMENT

2 SOLE AGREEMENT

- A. This agreement, when signed by the parties hereto, and approved by the City Council, supersedes all other Agreements and supplements, and represents the sole agreement between the parties on the items contained herein.

- B. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining except as noted in a re-opener clause. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the City Manager for the City and the Business Representative for the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

- C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any/all terms and conditions herein.

ARTICLE III - CITY RIGHTS

3 CITY RIGHTS

- A. The City retains the exclusive right, subject to, but not limited to those laws, codes, statutes, Acts, regulations, and policies that govern public employment,
 - 1. To direct employees in the performance of their duties;
 - 2. To hire, promote, transfer and assign employees;
 - 3. To classify employees;
 - 4. To discipline employees in accordance with applicable rules;

5. To dismiss employees because of lack of work or for other reasonable causes;
6. To determine the mission of its Divisions and Departments and its budget, organization, the number of employees, and the numbers, types, classifications, and grades of position of employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing its work;
7. To take whatever action may be appropriate to carry out its mission in situations of emergency; and
8. To do all other acts not specifically granted to the Union herein.

ARTICLE IV - UNION RIGHTS

4 DUES AND OTHER UNION-SPONSORED BENEFIT PROGRAM DEDUCTIONS

- A. The City agrees to establish biweekly payroll deduction for members of the Union for the normal and regular monthly membership dues and assessments, in accordance with the procedures set forth herein, and to the extent permitted by law.
- B. Dues paying represented members who have authorized dues deductions shall be eligible to have dues deducted by filling out, signing, and filing with the Union an authorization form provided by the Union. The Union will notify the City of the employee name and amount of dues to be deducted. The City shall not request the Union to provide a copy of a represented member's authorization form unless a dispute arises about the existence or terms of the authorization.
- C. The City will remit via Electronic Funds Transfer (EFT), the total sum of deductions on a bi-weekly basis. It is the Union's responsibility to notify the City if it changes bank accounts.
- D. The City shall begin or cancel a Union member's dues deduction at the beginning of the first pay period following notification by the Union. The Union is responsible for providing the City with timely information regarding changes to member dues and any other lawful Union-related payroll deduction. The Union agrees to refund to the City any amounts paid to it in error.
- E. As required by law, the City shall direct its employees to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.
- F. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirement of the law.
- G. To the extent required by law, the Union shall indemnify, defend, and hold harmless the City, and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses (including,

but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Section.

5. REQUESTS FOR BARGAINING UNIT INFORMATION

A. Data Pertaining to Deductions:

Upon request from the Union, the City shall produce to Operating Engineers' Local Union No. 3, a malleable electronic file containing the following information:

1. Full Name (first, middle, last)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, as needed)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deductions.
7. Pay Step
8. Pay rate
9. Department
10. Division (sub code of the department)

B. Receipt of Bargaining Lists:

It shall be the City's responsibility, once notified by Operating Engineers Local Union No. 3, to provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rate of pay, hours worked, and gross pay, to the extent the City has the information readily available.

C. Protect Contract, Biographical and/or Demographical Information of Unit Members from Third-Parties:

In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall endeavor to immediately notify the Union of requests received by the City's Personnel or Payroll Division from any third-party union organizers requesting for contact, biographical and/or demographic information about the bargaining unit employees.

6 STEWARDS

- A. The City recognizes that the Union has established Stewards, which consist of career City employees who are represented by the Union, to handle grievances pertaining to this Agreement. A current list of Stewards shall be made available to the City Manager, together with any changes thereto. Further, the Union shall provide each Department, and post in each work area, a current list of Stewards authorized in said Department.

- B. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the City.
- C. The Stewards duties shall be as follows:
Investigate and discuss a grievance with an employee within his/her area of representation. If, after a discussion, there is a valid reason for the grievance to be filed, the Steward may assist the employee in presenting the grievance at the appropriate step of the procedure.
- D. A Steward may be, if requested, in attendance at any meeting where disciplinary action is being presented to any represented employee.
- E. It is agreed that Stewards shall spend no more than three working hours per month in the performance of their duties as outlined in this Article and at all other times continue to perform their assigned job.

ARTICLE V - CONTRACT GRIEVANCE PROCEDURE

The City and the Union agree to implement the following contract grievance procedure:
(amended 2011-2013)

7 PURPOSE

- A. This contract grievance procedure shall be used to process and resolve complaints arising under this Agreement.
- B. The purposes of this procedure are:
 1. To resolve contract grievances informally at the lowest possible level; and
 2. To provide an orderly procedure for reviewing and resolving contract grievances promptly.

8 DEFINITIONS

- A. A contract grievance is a good faith dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Agreement.
- B. The term “grievant” means a represented employee of the Union or the Union in representing the employee.
- C. The term “working day” means a day in which City Hall is normally open for business.
- D. The employee retains all rights conferred by Sections 3500 et seq., of the California Government Code and/or Personnel Rules and Regulations of the City unless

waived by such employee.

9 CONTRACT GRIEVANCE PROCEDURE

A. No matter shall be considered as a contract grievance under this Article unless it is presented in writing within 60 (sixty) working days after occurrence or discovery of the occurrence of the events on which the contract grievance was based.

B. Grievance Steps:

All parties agree that initial attempts to resolve a contract grievance will be done informally and at the lowest level possible. However, should the grievance remain unresolved, the following formal grievance procedure steps shall be followed:

1. (a) The grievant shall submit a Grievance Statement form to the immediate supervisor.
 - (b) Within ten (10) working days thereafter, the supervisor shall, either alone or together with his/her supervisors, reach a decision and communicate it to the employee, in writing.
2. (a) Within ten (10) working days thereafter, if the grievant is not satisfied with the decision at the first step, or if a response is not provided within the prescribed time limit, the grievant may submit the original complaint and the decision of the supervisor to the department head.
 - (b) The department head shall notify the grievant of his/her decision in writing within ten (10) working days after receipt of this grievance.
3. (a) Within ten (10) working days thereafter, if the grievant is not satisfied with the decision at the second step, or if a response is not provided within the prescribed time limit, the grievant may submit the original complaint and the previous decisions to the City Manager.
 - (b) The City Manager will notify the grievant of his/her decision in writing within a period of ten (10) working days of receipt of the grievance.
4. (a) Within ten (10) working days thereafter, if the grievant is not satisfied with the decision at the third step, or if a response is not provided within the prescribed time limit, the grievant may appeal the grievance to arbitration. Such appeal shall be submitted to the Personnel Director, in writing and signed by the grievant.

C. Conduct of Grievance Procedure:

1. Either party to this Agreement shall, upon receipt of a written contract

grievance, have the right to refuse to handle such a contract grievance if the aggrieved party has not followed the steps outlined in this Article for processing a contract grievance.

2. Upon mutual agreement, the time limits specified in these rules may be extended by either party for a period not to exceed ten (10) additional working days.
3. An employee should attempt to resolve any contract problems through informal discussion with the appropriate supervisor before filing a grievance. If, however, a resolution is not achieved, the employee or Union may file a grievance.
4. The grievant may request the assistance of another person of his/her own choosing in preparing or presenting a contract grievance at any level of review.
5. The grievant and representative may be privileged to use a reasonable amount of work time, with the consent of the City Manager, in preparing and presenting a grievance.
6. The grievance is considered settled if the decision at any level is not appealed within the stated time limit and the grievant shall forfeit all rights to the further application of the grievance procedure.
7. In the event the appropriate supervisor/manager at a particular grievance step fails to respond within the time limits, the grievant may appeal to the next step in the procedure.
8. Employees shall be treated fairly at all times and shall be assured freedom from reprisal for using the grievance procedures.
9. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.
10. No probationary employee may use the grievance procedure in any way to appeal discharge.
11. No employee shall use the grievance procedure to appeal any exercise of management rights by the City.

10 ARBITRATION

1. An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.

2. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Conciliation and Mediation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as their arbitrator. The first party to strike will be determined by the flip of a coin.
3. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City and the Union.
4. The fees of the Arbitrator and the court reporter, if used, will be borne equally by the Union and the City.

11 WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE VI - SALARIES

12 SALARY ADJUSTMENT

A. i. Effective with the first full pay period after adoption of this MOU by the City Council, represented employees shall receive a ~~four percent (4.0%)~~ five percent (5%) base salary increase. ~~to be paid the first full pay period following adoption.~~

~~Beginning with the pay period that includes 7/1/21, for those pay periods occurring up to the adoption of a successor MOU and implementation of the base salary increase, represented employees shall receive a one-time payment of the difference between the old regular salary and new regular salary.~~

~~Any retroactive pay will only apply to those employees employed at the time of the payment. Those employed during the period the retroactive pay covers but no longer employed at the time of the payment are not eligible.~~

ii. ~~American Rescue Plan Act (ARPA) premium pay for qualifying essential workers* of \$1.00 per hour for eligible hours worked for the pay periods covering 02/23/20 through 6/13/21, This payment shall be paid the first full pay period following Council adoption of the successor MOU. This benefit will be payable as a one-time payment. It will only be applicable to those employees actively employed at the time the payment is being processed. Eligible hours shall be those actually worked and worked onsite; and does not include hours such as paid or unpaid time off (i.e. personal leave banks, COVID leave time, work injury, unpaid time, jury duty, etc.); telework hours, or overtime hours paid but not actually worked. The Union and~~

the City agree that final eligibility for this pay will be determined by criteria defined under ARPA to ensure full payment of this benefit is funded by the ARPA funds received by the City.

~~*ARPA Interim Guidance rules issued on May 17, 2021, defines essential work for the purposes of this premium pay to be work involving regular in-person interactions. A worker would not be engaged in essential work and, accordingly may not receive premium pay, for telework.~~

~~B. Effective the pay period that includes July 1, 2022, represented employees shall receive a four percent (4.0%) base salary increase.~~

~~C. i. Effective the pay period that includes July 1, 2023, represented employees shall receive a four percent (4.0%) base salary increase.~~

~~ii. Effective the pay period that includes July 1, 2023, the City shall implement a Step 6 salary step for all represented classifications, that five percent (5%) higher than Step 5 for each classification. Eligibility for Step 6 shall apply with the employee's regular evaluation period following July 1, 2023.~~

~~**B. D.** Salary Opener: At the request of either party, the Union and the City agree to meet and confer over wages in the event another bargaining unit receives an increase in compensation greater than any percentage increase contracted with Operating Engineers.~~

13 HOURLY EMPLOYEES HIRED IN A REPRESENTED CLASSIFICATION

Employees hired into a represented classification in which they have been working in a non-represented hourly basis for at least six (6) months, and such hourly employment is immediately preceding appointment to the represented position, shall be placed in the full-time status at least at Step 2. For example, if an hourly employee has been working as a Maintenance Worker (Parks/Facilities/Natural Resources) for at least the preceding six months up to full-time appointment in the same classification, employee shall be placed at least at Step 2 for that classification. It remains at the City's discretion if appointment shall be at a step higher than Step 2, and acknowledged that in some cases, appointment to the represented position may be at a step that is lower than as an hourly employee. (added 2019-2021)

14 LONGEVITY PAY

Upon completion of 5 years of continuous employment with the City of Arcata, the employee shall receive an additional three percent (3%) of base salary as longevity pay. Upon completion of 10 years of continuous employment with the City of Arcata, the employee shall receive an additional three percent (3%) of base salary as longevity pay **for a total of six percent (6%).**

Upon completion of 15 years of continuous employment with the City of Arcata, the employee shall receive an additional three percent (3%) of base salary as longevity pay ~~(for a total of 6%).~~ **for a total of nine percent (9%).**

~~Upon completion of 20 years of continuous employment with the City of Arcata, the employee shall receive an additional three percent (3%) of base salary as longevity pay (for a total of 9%).~~ (amended 2019-2021)

In accordance with CalPERS, Longevity Pay is reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

ARTICLE VII - INSURANCE BENEFITS

15 HEALTH AND WELFARE

A. **MEDICAL** -Represented employees may choose coverage for Medical insurance under the REMIF (Redwood Empire Municipal Insurance Fund) contracted plan or under the Operating Engineers Public Employees Health and Welfare Trust Fund with the City contributing the amount of premium paid under REMIF's plan.

1. For health plan year ~~2021/2022, 2022/2023, and 2023/2024~~ **2024/2025** only, an employee who voluntarily opts out of the City's medical coverage due to having other non-City coverage, shall receive three hundred dollars (\$300) per month. This payment shall be made through the employee's regular bi-weekly payroll check (\$138.47/pp). Payments are taxable, subject to tax withholding, and per FLSA guidelines, may (in whole or in part) be included in the calculation of the employee's 'regular rate of pay' for the purposes of overtime.

In order to be eligible to receive the opt out payment, the employee must provide annual proof of adequate "minimum essential" non-City medical coverage for all applicable dependents and employee (self) and sign an agreement holding the City harmless.

It is further agreed that if at any time during this contract, the City's health plan(s) (currently REMIF Self-Funded Medical Plan) or the REMIF Board changes or limits participation requirements or prohibits an opt out payment, or such payment otherwise negatively impacts the City directly or its participation in the Plan(s), such payment shall be discontinued at that time. Discontinuance of such payment shall not be required to be offset or substituted by the City with any other pay or benefit.

B. City and represented employees will share in the premium costs related to Medical insurance as follows:

EPO 250 Medical Plan:

1. **Total monthly premiums for the 2024/2025 EPO Medical Plan insurance are the following:**

Employee Only - \$ 1,075.00
Employee + One - \$ 2,252.00
Family - \$ 3,215.00

2. For the 2024/2025 plan year only, beginning with the July premiums paid in June 2024, represented employee's premiums will remain at the 2023/2024 premium rates. The City will pay 100% of the premium increase over the 2023/2024 total monthly premium rates, for the EPO 250 Medical Plan insurance for the 2024/2025 plan year. Below are the contributions the City will make semi-monthly for the 2024/2025 plan year:

Semi-monthly Employee Only - \$477.73
Semi-Monthly Employee + One - \$937.88
Semi-Monthly Family - \$1,339

3. Beginning with the July 2024 2024 premium paid in June 2024 for the 2024/2025 plan year, represented employees will pay the following semi-monthly contribution towards the EPO 250 Medical Plan insurance:

Employee Only - \$ \$89.77
Employee + One - \$188.12
Family - \$ \$268.50

4. ~~Beginning with the July 2022~~ 2024 premium, Represented employees will pay 40% of any increase over ~~the following~~ of the total **monthly** premium rates, for the EPO 250 Medical Plan insurance 2024/2025 premium rates for subsequent plan years. This amount shall be added to the applicable employee contribution rates listed in ~~4~~ 3 above. If there is a decrease or no increase in the listed premium rates, represented employees will continue to pay the applicable contribution rates listed above.

- ~~3. Beginning with the July 2023~~ 2024 premium, represented employees will pay 40% of any increase over the 2023/2024 total monthly premium rates, for the EPO 250 Medical Plan insurance. This amount shall be added to the ~~2022/2023~~ applicable employee contribution rates. If there is a decrease or no increase in the premium rates, represented employees will continue to pay the applicable employee contribution rates established for the previous plan year (2022/2023).

EPO 500 Medical Plan (added 2017-2019):

5. Total monthly premiums for the 2024/2025 500 Medical Plan insurance are the following:

Employee Only - \$ 931.00
Employee + One - \$ 1,953.00
Family - \$ 2,789.00

6. For the 2024/2025 plan year only, beginning with the July premiums paid in June 2024, represented employees' premiums will remain at the 2023/2024 premium rates. The City will pay 100% of the premium increase over the 2023/2024 total monthly premium rates, for the EPO 500 Medical Plan insurance for the 2024/2025 plan year. Employees will pay the following:

Monthly Employee Only - \$ 132.40
Monthly Employee + One - \$ 279.80
Monthly Family - \$399.20

Semi - Monthly Employee Only - \$ 66.20
Semi - Monthly Employee + One - \$ 139.90
Semi - Monthly Family - \$199.60

7. For future years, the City shall pay up to the following towards the EPO 500 Medical Plan monthly premiums:

Employee Only - \$ ~~638.00~~ \$688 \$798.60
Employee + One - \$~~1,335.00~~ \$1,442.20 \$1673.20
Family - \$~~1,905.00~~ \$2059.80 \$2389.40

- C. DENTAL and VISION - The City will provide a dental plan and vision plan offered by the Engineers Trust Fund or REMIF for all represented employees. The City contributes the premium up to that paid under REMIF's dental plan or vision plan, for eligible employees and dependents.
- D. Life insurance is provided for full-time City employees under the Redwood Empire Municipal Insurance Fund. The City contributes the premium for fifty thousand dollars (\$50,000) term life insurance per employee.
- E. The City will provide supplemental disability insurance coverage for all covered City employees at City expense under the provisions of the currently adopted plan.
- F. Retirees Medical, Dental, and Vision Insurance: For employees who retire from the City of Arcata with at least ten (10) years of service but less than twenty (20) years of service with the City, and having been covered under the REMIF health plan for a minimum of five (5) full-time years up to the last day of work, and who continue medical, dental, and/or vision insurance through a City-sponsored plan, the City will contribute two percent (2%) up to the applicable REMIF Early Retiree Single rate or Early Retiree Two-Party rate towards the insurance premium(s) for each year of service as an employee with the City rounded to the nearest whole

year. For employees who retire from the City of Arcata after twenty (20) years of service with the City, having been covered under the REMIF health plan for a minimum of five (5) full-time years up to the last day of work, and who continue medical dental, and/or vision insurance through a City-sponsored insurance plan, the City will contribute three percent (3%) up to the applicable REMIF Early Retiree Single rate or Early Retiree Two-Party rate towards the insurance premium(s) for each year of service as an employee with the City rounded to the nearest whole year. While City contributions will not continue past Medicare eligibility, a retiree or spouse may choose, if eligible, to continue the Medicare coverage available, if any, under the City's group plan at the retiree's or spouse's own cost. (amended 2013-2015)

Note: For REMIF plans, per its eligibility guidelines, an employee, who has at least ten (10) years of continuous employment with a member entity before retirement and retires under CalPERS, may choose to continue medical, dental, and/or vision coverage. This will be at the retiree's own cost if he/she does not also meet the criteria above to be eligible for a City contribution towards the premium(s). For example, if the employee had 5 years service at another REMIF member entity and 6 years with the City of Arcata, the employee would not qualify for a percentage of the retiree premium to be paid by the City as outlined above, but would be able to continue coverage as a retiree (vs. COBRA) at the retiree's own cost. See Appendix A for additional information on City and REMIF plan eligibility guidelines.

- G. COBRA Premium Payments for Survivors: For the survivors of an employee who dies while employed by the City of Arcata, who elect to continue medical and dental benefits through COBRA coverage, the City will contribute two percent (2%) of the COBRA premium cost for each year of service achieved by the deceased employee rounded to the nearest whole year. Such contributions will not continue past the COBRA eligibility period.
- H. If the REMIF contract allows domestic partners to be covered under health insurance, the City of Arcata will provide such coverage according to the rules defined by REMIF and the health insurance carrier.
- I. In the event *all* city employees are paying a portion of the monthly health and welfare premium, the represented City employees will pay the exact percentage the other city employees are contributing, but in no event will they pay more than forty percent (40%) of the health and welfare *increase*. To determine the base from which the increase will be calculated, look to the amount of the monthly premium for the month immediately preceding the period the share in increase will become effective. The term "*all*" when referring to city employees specifically excludes elected officials.

16 HEALTH CARE COMMITTEE

- A. The City, in conjunction with Operating Engineers will develop an advisory health care committee. The committee will be comprised of Operating Engineers members, as well as other city employees who choose to participate. The Committee will be charged with the on-going responsibility of evaluating the health and welfare plan options for City employees and make their advisory recommendation to any respective bargaining units within a reasonable period of time prior to any annual renewal commitment allowing each bargaining unit ample time to negotiate the specifics associated with health and welfare, including but not limited to plan contents and monthly premiums.

ARTICLE VIII - HOURS OF WORK

17 WORK PERIOD

- A. The work period shall be considered as beginning at 12:00 a.m. Sunday and ending 11:59 p.m. the next succeeding Saturday, unless otherwise provided by contract with employee organization. The employee's regular work period shall consist of no more than forty (40) working hours during a seven (7) day period. (amended 2011-2013)
- B. Employees shall be given at least five (5) working days notice prior to a change in their assigned hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees. If an employee's shift or days off are changed without the above notification, he/she shall receive City overtime compensation for all hours on the first day of the new shift.
- C. All employees covered by this Agreement shall be allowed a lunch period, to be used as the employee desires within accepted standards, of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the work shift. If, at the request of the employee's supervisor, an employee is required to work during his/her lunch period, and if no alternate lunch period is taken, said time shall be compensated at the applicable overtime rate if the hours worked exceed that of his/her work period.
- D. Upon request of the employee, the City Manager or his/her designee shall consider the feasibility of flexible work schedules. The City retains the sole right to determine whether to approve and continue flexible work schedules. (amended 2011-2013)
- E. Upon request of an employee, (and provided it does not adversely affect the ability of the City to efficiently provide services), the City shall endeavor to allow a flexible work schedule for employees who have personal, medical or family medical problems, or child or parent care responsibility.

18 REST PERIODS

- A. Each employee covered by this Agreement will be afforded rest periods.

- B. The length of the rest periods will be fifteen (15) minutes during the first half of an employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the City and the Union agree otherwise in writing.

19 OVERTIME

- A. Overtime is hours worked in excess of 40 hours per week (vacation time, sick leave, holidays, and compensatory time off shall be included in these 40 hours per week). Such overtime shall be compensated as compensating time off or paid in cash at the rate of time and one-half (1-1/2) the number of overtime hours worked. Payment in cash shall be at the employee's regular rate of pay as defined by FLSA (Fair Labor Standards Act).
- B. Employees shall receive overtime compensated as compensating time off or paid in cash at the rate of twice (2X) the number of overtime hours worked over twelve (12) consecutive hours in a workday, **vacation time, sick leave, holidays, and compensatory time off shall be included as "hours worked" in the work week** if actual hours worked are at least 40 for the work period/work week. ~~To further clarify, based on current MOU language for overtime, all hours [including applicable accrual banks and actual time worked] over 40 will continue to be paid at time and one-half (1-1/2). However, for any workday with 12 or more consecutive hours, those hours over 12 will only be paid at double time if there is at least 40 hours of actual work time [i.e. does not include time off hours].~~ (added 2011-2013)
- C. Employees shall be entitled to overtime compensation or compensating time off at the employee's option.
- D. Overtime work shall be distributed equally insofar as possible among qualified career employees engaged in the same activities in the same department.
- E. Employees covered by this Agreement may accumulate a maximum of 240 hours compensating time off. Compensating time off in excess of 240 hours of compensating time off shall be paid at the employee's regular rate of pay as defined by FLSA.
- F. An employee who has accrued compensatory time off shall be permitted by his/her supervisor to use such compensatory time within a reasonable period of time after making the request if the use of compensatory time does not unduly disrupt the operations of the City. Compensatory time off must be used in increments of not less than one-quarter hour.
- G. Upon separation of employment with City, the employee shall be paid for the unused time at a rate of compensation not less than a) the average regular rate received by such employment, or b) the final regular rate received by such employee, whichever is higher.
- H. Employees may cash out up to eighty (80) hours of CTO per fiscal year. An employee may cash out up to twice (2X) per fiscal year, so long as the combined

total hours cashed out for the fiscal year do not exceed the maximums listed above. The request is to be made at least one (1) week prior to the pay day in which the employee wishes to receive it. It is at the employee's discretion to submit applicable forms designating a different tax withholding.

ARTICLE IX - STANDBY ASSIGNMENTS/CALL BACK

20 STANDBY ASSIGNMENTS

- A. 1. An employee who is required to remain on standby shall be paid an additional \$26.50 per day standby allowance. A day is similar to a shift day in that it begins at 8:00 a.m. and runs to 7:59 a.m. the following morning. Because the "shift day" begins on one day and ends on the following day, it is understood the standby day shall be the day when the shift began. Employees who are called out while on standby shall receive four (4) hours minimum at time and one-half. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day, and 4th of July shall receive twelve (12) hours holiday credit. The twelve (12) hours holiday credit is applicable only to employees who are assuming or beginning standby coverage on that day. (amended 2011-2013)
2. It is agreed that should the City change the current standby policy to have less than 3 employees *regularly* assigned to standby each week, the Standby pay would increase from \$26.50 to \$35.00 per day. (added 2017-2019)
- B. An employee required to be on standby must be ready to report to work, fit for duty, within thirty (30) minutes of notification. If not fit for duty, or if not reporting within 30 minutes, the employee's standby allowance shall be forfeited.
- C. Consistent with the current city vehicle policy, employees assigned to stand – by (or on-call) are permitted to take a city vehicle home for the purpose of assisting in a more rapid response to any call-back duties.

21 CALL BACK

When an employee is called back to work in excess of his/her normal work shift or normal work period, he/she shall receive four (4) hours minimum at time and one-half. An employee called back shall submit an affidavit of work accomplished. The affidavit shall consist of a written description of work accomplished while on call back, signed by the employee and his/her supervisor, and attached to time sheet requesting call back pay.

22 HOLIDAY CREDIT

This section has been moved to Section 23(D)(2) [amended 2013-2015].

ARTICLE X - HOLIDAY BENEFITS AND LEAVES

23 HOLIDAYS

- A. 1. The following paid holidays are authorized [amended 2021-2024]:

New Year's Day
Third Monday in January (Martin Luther King Day)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
Juneteenth
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day
Four (4) floating holidays per fiscal year

- B. The floating holidays may be taken as time off only with advance approval of the Department Head and scheduled with due regard for the wishes of the employee and convenience of the City. Floating holidays may not be accumulated from one fiscal year to the next. Unused floating holidays are deemed to be lost at the end of each fiscal year or upon termination of the employee and are not subject to compensation. Probationary employees, other than those who are promoted, are not eligible to use floating holidays. Therefore, those whose initial hire date falls between January 1 and June 30 shall not receive a prorated amount for the fiscal year. Floating holidays must be used in increments of not less than one-quarter hour. In the first year of service, for employees hired July 1, (the beginning of the fiscal year) through December 30, floating holidays shall be prorated based on the number of full months remaining in the fiscal year at time of hire. *(amended 2011-2013)*
- C. 1. For those employees regularly scheduled to work Monday through Friday, if an authorized holiday falls on a Saturday, the preceding Friday shall be granted off. If an authorized holiday falls on a Sunday, the following Monday shall be granted off.
2. When Christmas Eve falls on a Friday and Christmas Day falls on a Saturday, the Christmas Eve paid holiday will be observed on Thursday the 23rd (i.e. the paid days off will be Thursday 12/23 for Christmas Eve and Friday 12/24 for Christmas Day). When Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, the Christmas Eve paid holiday will be observed on Tuesday the 26th (i.e. the paid days off will be Monday 12/25 for Christmas Day and Tuesday 12/26 for Christmas Eve).
- D. 1. An employee who works on a holiday shall receive eight (8) hours straight holiday pay for working the holiday, plus pay for time actually worked. If an employee is called back to work, the employee shall receive credit as defined in Section 21 (Call Back). *(amended 2013-2015)*

2. Additionally, when required to work on New Year's Day, Christmas Day, Thanksgiving Day, or 4th of July, employee shall receive an additional one (1) hour CTO bank holiday credit for each hour worked.

E. For those employees **regularly** scheduled to work a Saturday or Sunday:

1. If an authorized holiday falls on a Saturday and that is the employee's regularly scheduled work day, then Saturday shall be the observed holiday for that employee, rather than the preceding Friday; if an authorized holiday falls on a Sunday and that is the employee's regularly schedule work day, then Sunday shall be the observed holiday for that employee, rather than the following Monday.

2. When City operations require the employee to work the regularly scheduled Saturday or Sunday; and to still allow the employee to enjoy consecutive days off in a row similar to those employees scheduled Monday-Friday, the employee's holiday may be scheduled or "traded" to be observed for another work day within that same work week. In these instances, holiday pay as defined in Section 23.D. would not apply, as the employee will have received an alternate day off. Whether an alternate day off can be scheduled or "traded" is ultimately at the discretion of the supervisor.

3. If a holiday falls on any day from Monday through Friday, and that day is a regularly scheduled day off for an employee, the employee shall take off the first regular work day either preceding or following the holiday. The day off chosen between these two options must be in the same work period and is ultimately at the discretion of the supervisor.

24 VACATION

A. The vacation accrual rate shall be as follows (amended 2013-2015):

8 hours per month beginning year 0 through year 3 of service
10 hours per month beginning year 4 through year 6 of service
12 hours per month beginning year 7 through year 11 of service
14 hours per month beginning year 12 through year 15 of service
16 hours per month beginning year 16 through year 19 of service
18 hours per month beginning year 20 through year 23 of service
20 hours per month beginning year 24+ of service (added 2005-2008)

B. Vacation may be accumulated up to an amount equal to an employee's allowable vacation credits for two (2) years.

C. No employee who has left the employ of the City can return and be credited with prior employment toward extra vacation benefits. Except as provided in Article XII, Section 42(E)(2).

- D. Each employee shall be considered to work no more than five (5) days each week. Each employee who works less than full-time, but not less than half-time, shall be credited vacation on a pro-rata basis.
- E. All employees shall have worked in City employment for six (6) months, including previous part-time employment, before being entitled to any vacation days. Previous part-time employment shall be applicable only if employment is immediately preceding appointment to a represented position (i.e. no break in service). Any employee, who resigns, is discharged or leaves City service for any reason prior to completion of one (1) year of employment shall be deemed not to have accrued any vacation rights other than vacation leave already taken between the time of entitlement and notice of termination or intent to terminate. Employees who terminate employment after one (1) full year of service shall be entitled to receive vacation leave or a lump sum for all accrued vacation leave earned prior to the effective date of separation. (amended 2011-2013)
- F. Vacation should be taken as soon as possible after the time of entitlement. The times during a calendar year at which an employee may take vacation shall be determined by the Department Head with due regard for the needs of the service. Vacation shall be taken in one-quarter hour increments.
- G. Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue while on vacation or sick leave, but not while on short-term disability leave.
- H. Accrued vacation leave is compensable to employees in a lump sum upon separation of employment, except as prohibited in Section 24(E) above.
- I. Employees may cash out vacation time each fiscal year as follows: Employees with 3-7 years of service may sell back 40 hours; employees with 8-11 years of service may sell back 80 hours, and employees with 12 or more years of service may sell back 120 hours. It is at the employee's discretion to submit applicable forms designating a different tax withholding. An employee may cash out up to twice (2X) per fiscal year, so long as the combined total hours cashed out for the fiscal year do not exceed the maximums listed above. (amended 2019-2021)

25 JURY DUTY

Any employee who is required to report for jury duty shall receive full pay for such absence from duty provided the employee endorses to the City any checks or warrants received in payment for jury duty exclusive of mileage for personal vehicles or other out-of-pocket expenses incurred due to jury duty and provides verification of jury duty service.

26 FAMILY ILLNESS/BEREAVEMENT LEAVE

A. An employee may be granted up to six (6) days per fiscal year family illness/bereavement leave with pay. Additionally, per California Labor Code Section 233, an employee may be granted up to six (6) days of an employee's accumulated sick leave for family illness purposes. Family illness leave is

applicable when the employee's presence is necessary to provide or arrange proper care for the employee's ill child or an ill member of the employee's immediate family or immediate household. Bereavement leave is applicable when death occurs in the employee's immediate family. For both family illness and bereavement leave purposes, immediate family member shall include spouse, domestic partner, parents, children and other close relatives, with the approval of the Department Head. Misuse of family illness and bereavement leave privileges is grounds for disciplinary action. (amended 2011-2013)

Family illness/bereavement leave must be taken in not less than quarter hour increments.

- B. For purposes of this section, domestic partner is subject to the following:

The employee and the domestic partner are not related to each other, have assumed mutual obligations for the welfare and support of each other, have been in the domestic partnership for at least six months, and they so state to the City in writing.

- C. The employee must immediately notify the City in writing upon termination of the domestic partner relationship.

27 SICK LEAVE

- A. Sick leave will be earned at the rate of one (1) day per month of service. There shall be an unlimited accumulation of sick leave credits.

- B. If, upon retirement, an employee is eligible to receive PERS service retirement benefits, and has been in the employ of the City for less than 10 years, his/her remaining sick leave balance may be reported to PERS in accordance with the requirements of the PERS optional provision 20965, at the request of the employee.

If, upon retirement, an employee is eligible to receive PERS service retirement benefits and has been in the employ of the City for ten years or more, employee shall have the choice of 1) receiving, from the City, cash payout of 50% of his/her entire final sick leave balance at his/her current base salary rate and having the remaining 50% credited as service credit under the PERS optional provision 20965; or 2) having his/her entire final sick leave balance credited as service credit under the PERS optional provision 20965 and not receiving any City cash payout. (amended 2008-2011)

- C. Sick leave shall not be considered a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Sick leave may be used, with prior department head approval, for dental, eye, and doctor appointments.
- D. For the purpose of computing sick leave, each employee shall be considered to work not more than five (5) days each week. Sick leave credit shall continue to accrue while an employee is on vacation or sick leave, but shall not be granted in

lieu of vacation while on vacation. Also, holidays occurring during sick leave shall not be taken as days of sick leave.

- E. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to, or within, one (1) hour after the time set for beginning his/her daily duties, or as may be specified by the employee's department head. In the event of extended illness, City may request a physician's certificate be provided on the next workday after the third consecutive workday of illness.
- F. An advance of sick leave of up to six (6) days may be granted by the City Manager upon request in writing by the employee when an employee has used up all other time-off benefits because of illness. Such advance must be earned back by the employee following the illness. It is agreed the dollar value of any unpaid advance remaining upon separation of an employee shall be repaid to the City.
- G. If an employee has not recovered by the time his/her accumulated sick leave is exhausted, a leave of absence without pay may be granted, or, if the thirty (30) day waiting period has been fulfilled, he/she will receive short-term disability benefits.
- H. The City Manager shall revoke pay and sick leave time if the employee has engaged in private or public work while upon such leave. Misuse of sick leave privileges is grounds for disciplinary action.
- I. Sick leave must be used in increments of not less than one-quarter (1/4 hour).
- J. There shall be one-half (1/2) pay for up to one hundred twenty (120) days of accumulated sick leave when an employee resigns after fifteen (15) or more years of service under favorable circumstances not as a result of adverse action.

ARTICLE XI - SPECIAL ALLOWANCES

28 EDUCATION AND TRAINING REIMBURSEMENT

(amended 2011-2013)

- A. In addition to training opportunities provided by the City at City expense, the City will reimburse employees, a maximum of \$500 per employee, per fiscal year, the cost of tuition and books for job-related courses which are of benefit to the City.
- B. Approval in advance of course enrollment must be obtained from the Department Head and City Manager. In order for the Department to budget for approved courses, requests must be submitted by February 1 prior to the fiscal year in which courses are to be taken. The City recognizes that in February, it may not be known when or if a particular course(s) of interest will actually be offered, or offered at a time that is conducive to both the employee and City. The intent of the February deadline is 1)for the employee to be planning ahead of what he/she anticipates will

be offered and 2) improve the likelihood the department can budget so the employee can be afforded this benefit. If the course(s) is not offered in the fiscal year in which it was approved, the employee is not precluded from submitting another request for a future fiscal year. If the scheduling of the course(s) ultimately is not conducive to City operations, the prior approval may be rescinded (i.e., if the course ends up only being offered during the employee's normal work hours, the City is not obligated to grant accrued time off, agree to a flexible schedule, etc.)

- C. To be eligible for reimbursement, the employee must submit receipts and demonstrate that he/she received a passing grade and completed the course.

29 COMPENSATION FOR WORKING WITH RAW SEWAGE OR HAZARDOUS MATERIALS

- A. Any City employee, when working in direct contact with raw sewage as defined in Section 29C, shall be paid two (2) times his/her hourly base rate for those hours worked and a reasonable time for disinfection.
- B. Determination as to when an employee shall be eligible for this additional increment shall be made by the Division Supervisor.
- C. The Water/Wastewater Mechanic I/II, Water/Wastewater Operator I/II, and Plant Operations Supervisor shall receive no additional increment as defined in Section 29A while coming in contact with raw sewage in the wastewater treatment plant and wastewater collection system lift stations. They will receive additional increment when coming in contact with raw sewage when they are requested to unstop plugged sewer lines or make repairs to live sewer lines at all other locations.

The Collection System Operator I/II and Lead Collection System Operator shall receive no additional increment as defined in Section 29A while coming into contact with raw sewage in the wastewater collection system.

The Collection System Operator I/II and Lead Collection System Operator shall receive raw sewage compensation when coming into contact with wastewater from the headworks until secondary treatment with the exception of contact with sludge once it leaves either primary or secondary digesters.

All employees other than the Water/Wastewater Mechanic I/II, Water/Wastewater Operator I/II, Plant Operations Supervisor, Collection System Operator I/II and Lead Collection System Operator, shall receive additional increment as defined in Section 29A whenever they come into contact with raw sewage at any stage before the point of secondary treatment. Secondary treatment is defined as the wastewater effluent after chlorination in the chlorine contact basin.

- D. Hazardous Materials Compensation – Any employee possessing the 40 hour Hazardous Materials Certificate when responding to conditions utilizing this training, shall be paid two (2) times his/her hourly base rate for those hours worked and a reasonable time for disinfection.

30 SENIOR MAINTENANCE WORKERS WHO PERFORM TASKS DEMANDING HIGHER OR ADDITIONAL SKILLS

The City may ask Senior Maintenance Workers to perform tasks which demand higher or additional skills than those required of Senior Maintenance Worker, and which are not contained in the Senior Maintenance Worker job description.

These tasks are as follows:

- 1) Carpentry - Cabinet making, building construction, and replacement of building structures (not rough carpentry as described in the Senior Maintenance Worker job description)
- 2) Painting - Large structures, such as buildings and tanks
- 3) Welding - Different types
- 4) Cement Work - Larger than small slabs

None of these tasks are of a quantity, which would require specialized job classifications to be established. This means that the City can either use qualified Senior Maintenance Workers to do these tasks or hire outside contractors. The following procedure will apply:

- A. A Senior Maintenance Worker who wishes to perform these tasks (identified above as 1-4) needs to be certified for the appropriate skill by the Personnel Officer. The certification will be done in one of three ways:
 - i) Previous job performance for the City
 - ii) Work performed independently and presented as samples of work
 - iii) Certificates of completion of classes which relate to the needed skill.

The certification will happen once, unless in the future years additional skills are needed to do tasks 1-4 due to changing technology.

- B. The supervisor of the Senior Maintenance Worker so certified will schedule the Senior Maintenance Worker to the jobs demanding these special skills after evaluating all the jobs to be accomplished.
- C. The Senior Maintenance Worker will be compensated an additional ten percent (10%) on his base hourly pay for the hours worked in these specialized tasks 1-4. These hours will need to be clearly identified on the time sheet.

31 WORKING OUT OF CLASS IN AN “ACTING” CAPACITY

An employee temporarily assigned the duties and responsibilities of a higher classification are eligible to receive pay for performing the “acting” duties once the following conditions are met:

A. 1. The employee has accumulated an initial 80 hours of qualifying time (ie: time actually spent in the out-of-class assignment, not time spent training to do so) performing the duties of the higher classification at his/her normal salary, and

5. 2. The “acting” assignment has been designated in writing by the employee’s supervisor and is 4 hours or more.

3. Sewer Camera Operator. Employees required to operate a video sewer camera will receive 10% above his/her normal salary for all hours of said sewer camera operation. Subsection A 1 and B 2 hereinabove are waived in relation to this subsection. The Lead Collection System Operator **and Plant Operations Supervisor are** is not eligible for the sewer camera operator pay, as performance of these duties is already taken into consideration in current salary range placement. (amended 2011-2013) In accordance with CalPERS, Sewer Camera Operator pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

4. Equipment Operator. In limited circumstances, employees (other than Equipment Operator) required to operate a backhoe, specifically requiring digging activities in close proximity to local utilities or related infrastructure, will receive 10% above his/her normal salary or the first step of the Equipment Operator salary range, whichever is greater (never to exceed **the top** step 5 of the Equipment Operator salary range).

Unlike regular acting pay, this pay shall apply when all regular Equipment Operators are on duty, but are required to be dedicated to other projects for 4 hours or more, and in a manner that requires another employee to be assigned to independently (i.e. on a separate project site) perform backhoe digging activities in close proximity to local utilities or related infrastructure for 4 hours or more. This is intended to recognize performance of a more specialized and technical equipment operation duty than those classifications where vehicle/equipment operation duties are part of the regular job description. Further, it is intended to apply to assignments on new construction or reconstruction projects, rather than regular maintenance type assignments.

All other acting capacity rules shall apply (i.e. accumulating an initial 80 hours of qualifying time; being designated in writing by a supervisor; and is 4 hours or more)

In accordance with CalPERS, Acting Equipment Operator pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

5. The employee performing the “acting” duties will receive 10% above his/her normal salary, or the first step of the “acting” classification’s salary range, whichever is greater (never to exceed **the top** step 5 of the “acting” classification’s salary range), for time performing the duties beyond the initial qualifying 80 hours. A regular appointment to the “acting” position may, in some instances, result in a pay decrease from the amount received in an “acting” capacity.

B. OUT OF CLASS CERTIFICATE PAY to perform duties of Deputy Director (Streets/Utilities) as it pertains to the City's Utility Systems (Wastewater Treatment; Water Treatment; Water Distribution):

1. The intent of the City is to provide one (1) additional Supervisor position (other than the Plant Operations Supervisor) ~~or one (1) additional Environmental Compliance Officer~~ that qualifies to act as the top authority for the City's Utility Systems (Wastewater Treatment; Water Treatment and Water Distribution), in the absence of the Deputy Director of Environmental Services-Utilities/Streets **and the Waste Water Operations and Compliance Manager** (i.e. Chief Plant Operator). The employee shall also perform the duties of Water/Wastewater Operator as needed.

2. In addition to the Plant Operations Supervisor position, up to one (1) of the other OE3 Supervisor classifications ~~or up to one (1) Environmental Compliance Officer~~ will be determined eligible to receive out of class certification pay.

3. It shall be the City's sole discretion to determine the following:

(a) Which of the OE3 Supervisor positions (other than Plant Operations Supervisor) ~~or Environmental Compliance Officer~~ shall receive the out of class certification pay;

(b) If there is a need to provide more than one additional eligible classification the out of class certification pay;

(c) The necessity for the additional Supervisor ~~or Environmental Compliance Officer~~ position(s) to maintain this eligibility.

4. To be eligible for out of class certificate pay, the employee must (1) be in one of the following Supervisor classifications [Utilities Supervisor; Streets/Fleet Supervisor; or Parks/Facilities/Natural Resources Supervisor], ~~or in the Environmental Compliance Officer classification;~~ and (2) possess all required certifications at the level determined necessary by the state to function in this capacity.

Upon determination of eligibility by the City, the employee shall receive out of class certification pay of one hundred fifty dollars (\$150) per month. In accordance with CalPERS, Out of Class Certificate pay is not reportable as special compensation for both Classic and PEPRAs members. (added 2021-2024)

5. The City shall pay for continuing education and certificate renewal fees associated in maintaining the state required level of certifications for the employee receiving the out of class certification pay.

6. The employee may voluntarily decline continuing to maintain the certifications, at which time, the out of class certification pay shall terminate.

7. The City may determine to discontinue out of class certification pay for any member at any time, and there shall be no appeal of such decision.

32 TOOL REPLACEMENT

Employees in the following classifications are expected to use their personal tools while performing duties for the City. The City will provide an annual tool maintenance allowance for replacement, repair, or purchase of personal tools in the following amounts during any one fiscal year: Mechanic and Lead Mechanic - \$750 1200 per fiscal year. In accordance with CalPERS, Tool Replacement pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

33 TOBACCO CESSATION INCENTIVE

Employee who is a tobacco user can sign up for the tobacco cessation incentive. Employee must agree to enroll in and successfully complete a Tobacco Cessation Program of his/her choice. If employee does not use tobacco for twelve consecutive months from the time of sign-up and certifies that he/she has not used tobacco for one year at the end of the twelve months, employee will receive \$200. For the purposes of this Article, a tobacco user is defined as an eligible employee who attests he/she has used tobacco products (i.e., cigarettes, cigars, chewing tobacco) at least 100 times in his/her lifetime, and, on average, currently uses tobacco products at least 15 days out of a month. This is a one-time benefit. (amended 2013-2015). In accordance with CalPERS, Tobacco Cessation Incentive pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

34 ADOPTION

City provides \$500 cash benefit to employees adopting minor children. In accordance with CalPERS, Adoption pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

35 EQUIPMENT PURCHASE

The City will provide a “loan”, up to one thousand dollars (\$1,000), to represented employees for purchase of work related equipment with the approval of the Department Head and City Manager or designee(s), once each year, to be paid through payroll deductions within one (1) year of purchase. No purchase may be made under this section until any previous purchase has been paid in full. Recognizing an employee may not make the purchase if this reimbursement request is not approved, the City agrees to modify its forms and approval process to allow employees to submit the request prior to the actual purchase (amended 2011-2013)

36 DEAD ANIMAL PICKUP

A represented employee assigned dead animal pick-up outside of his/her normal job duties, shall be paid a minimum of one (1) hour at two (2) times his/her hourly base rate of pay. (added 2008-2011). In accordance with CalPERS, Dead Animal pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

- A. Final determination as to whether such activity is compensable under the intent of this Section shall be at the discretion of the Department Supervisor. (added 2008-2011)
- B. It is agreed the City or respective Department shall have the authority to determine the applicable procedures in which employees are to perform these removal duties. (added 2008-2011)

37 HUMAN WASTE PICKUP

- A. A represented employee assigned to work with or pick up human waste outside of the collection system, treatment process, or otherwise outside his/her normal job duties, shall be paid two (2) times his/her hourly base rate of pay for time worked and reasonable time for disinfection. (added 2008-2011). In accordance with CalPERS, Acting Equipment Operator pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)
- B. Final determination as to whether such activity is compensable under the intent of this Section shall be at the discretion of the Department Supervisor. (added 2008-2011)
- C. It is agreed the City or respective Department shall have the authority to determine the applicable procedures in which employees are to perform these removal duties. (added 2008-2011)

ARTICLE XII - LAYOFF

38 DEFINITIONS

Layoff shall be defined as the dismissal or displacement of at least one (1) employee due to lack of work, lack of funds, abolishment of the position, or for other reasons not reflecting discredit on an employee.

39 PROCEDURE

- A. Layoff shall be by departmental seniority. In the event that there is more than one classification in a series, the employee who holds the higher classification may bump downwards in the event of layoff.
- B. Within each department in which a layoff occurs, employees shall be laid off in the following order: first, temporary employees; second, all provisional employees; third, all probationary employees in order of their departmental seniority; and fourth, permanent employees in order of their departmental or classification seniority and in accord with the provisions of paragraph (A) above.

- C. If two (2) or more employees have an equal amount of departmental seniority, the senior employee shall be determined on the basis of job performance. The City Manager/Personnel Officer shall review the job evaluations of those employees involved and make a decision on who should be laid off.

40 NOTICE OF LAYOFF

In the event of a layoff, the City shall give each employee affected a thirty (30) day notice prior to their being laid off.

41 FRINGE BENEFITS

- A. Employees laid off shall be paid vacation and holiday CTO accrued to the date of layoff. Upon providing the City with written notification, employees may receive pay for up to one-half (1/2) of all accumulated sick leave upon layoff, provided they have been employed with the City for at least ten (10) years. Such request must be received by the City within six (6) months of the date of layoff.
- B. Employees being laid off shall be entitled to insurance benefits for a maximum period of six (6) months, provided that said employees are continuously unemployed during the six (6) months period. The insurance benefit shall include medical, dental, and life insurance for the employees and their dependents. If an employee who has been laid off becomes gainfully employed at any time during the six (6) month period, all insurance benefits will cease.

42 RECALL

- A. The names of regular and probationary employees laid off shall be placed on re-employment lists for those classes for which an employee is qualified requiring basically similar qualifications, duties, and responsibilities of the class from which lay-off was made. Persons whose names are placed on re-employment lists in accordance with this section and who are re-employed within the prescribed period shall be regarded as having been on leave of absence without pay and benefits during this period of absence.
- B. The placement on the re-employment lists shall be by seniority.
- C. Those employees laid off shall remain on the re-employment list for a three (3) year period. (amended 2008-2011)
- D. A previously laid-off employee who is re-employed by the City within the prescribed period will have any previously accumulated unpaid sick leave restored.
- E. If the layoff exceeds twelve (12) months, then the City may require such physical examinations as it deems necessary prior to re-employment of any laid off employee.

- F. 1. A previously laid-off employee who is re-employed by the City within a three (3) year period shall be placed at the salary step closest to that previously held and the anniversary date shall be established as the date of reinstatement. (added 2008-2011)
2. In computing time for benefit entitlement (i.e., vacation accrual, longevity pay, City deferred compensation contributions, etc.), employee shall be reinstated to the accrual levels in place at the time of the layoff. Other than as prescribed herein, employee shall not have any benefit bank *balances* reinstated, only accrual levels. (added 2008-2011)
3. An employee shall not receive credit for time spent on layoff in determining salary placement and/or in computing time for any benefit entitlement. (added 2008-2011)

ARTICLE XIII - RETIREMENT SYSTEM

43 RETIREMENT SYSTEM *(amended 2013-2015)*

- A. If employed on or after January 1, 2013, AND a “New” PERS member (*New member as defined by PERS*), employee shall receive the 2%@62 PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. Pension Reform Act of 2013 requires that for employee contribution the employee pay at least 50% of total annual normal cost (currently 6.75%).
- B. If employed on or after January 1, 2013, AND a “Classic” PERS member (*Classic member as defined by PERS*), employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. Employee pays the PERS employee contribution (currently 7%), plus an additional 1.0% of PERS reportable compensation towards the City’s PERS employer contribution, for a total of 8% [see 43.E. below].
- C. If employed on or after June 24, 2012, and prior to January 1, 2013, employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. Employee pays the PERS employee contribution (currently 7%), plus an additional 1.0% of PERS reportable compensation towards the City’s PERS employer contribution, for a total of 8% [see 43.E. below].
- D. If employed prior to June 24, 2012, employee shall receive the 2.7%@55(Full) PERS retirement formula, with the final compensation defined as the single highest year. Employee pays the PERS employee contribution (currently 8%), plus an additional 1.0% of PERS reportable compensation towards the City’s PERS employer contribution, for a total of 9% [see 43.E. below].
- E. Effective with the 2017-2019 MOU, the City’s PERS contract was amended to include Government Code Section 20516 (Employees Sharing Additional Cost).

In addition to the current applicable PERS employee contribution, all Classic only [2%@55 and 2.7%@55] represented Miscellaneous classifications began paying an additional 1.0% of PERS reportable compensation towards the City's PERS employer contribution. To further clarify, this applies to Classic represented members only [2%@55 and 2.7% at 55], and not New represented members.

ARTICLE XIV - MISCELLANEOUS

44 WORKERS COMPENSATION

- A. All employees are covered by workers compensation insurance in accordance with State law.
- B. In the event of lost time due to a job-related injury or illness, the city shall supplement temporary disability benefits so that the employee's normal salary level is continued for a period not to exceed ninety (90) workdays.

45 NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employee for race, religion, color, religious creed, sex (includes gender, pregnancy, childbirth, and medical conditions related to pregnancy or childbirth, breastfeeding or medical conditions related to breastfeeding), sexual orientation, age (with respect to persons over the age of 40), ancestry, national origin, physical disability, mental disability, medical condition, marital status, military and veteran status, genetic information, or Union activity.

46 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

47 STRIKES AND LOCKOUTS

For the duration of this Agreement, the Union and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work activity, or any other activity detrimental to the City, and the City agrees that it shall not cause or engage in any lockout.

48 ADDITIONAL SUPPLEMENTAL COMPENSATION OR BENEFITS

A. Residency Incentive

1. Those represented employees who can show actual residency within the city limits of the City of Arcata, shall receive a \$63.05 per month incentive pay for as long as they remain a resident of the City of Arcata. This payment does not qualify as pensionable compensation reportable to CalPERS. Incentive shall begin the first pay period after eligibility is determined and shall be paid at \$31.53 per pay period, on the first and second pay period of each month. In accordance with CalPERS, Residency Incentive pay is not reportable as special compensation for both Classic and PEPRAs members. (added 2021-2024)

- a. The compensation listed above shall be adjusted in dollars by the same percentage of each negotiated base salary increase for the bargaining unit. (example: Should the base salary increase by 5%, then the incentive increase to the eligible employees would be $\$63.05 + 5\% = \66.20).
 - 2. Should the employee opt to have the City contribute the monthly resident incentive pay to the employee's deferred compensation account, the incentive payment shall be \$73.56 per month. This deferred compensation contribution on behalf of the employee shall not be considered an employee contribution to become eligible for a City contribution as provided in Section 51 Deferred Compensation of this MOU.
 - a. The compensation listed above shall be adjusted in dollars by the same percentage of each negotiated base salary increase for the bargaining unit. (example: Should the base salary increase by 5%, then the increase to the eligible employees would be $\$73.56 + 5\% = \77.24).
 - 3.
 - a. Should the employee no longer meet the requirements listed in this section, the employee will notify the City within thirty (30) days upon no longer being eligible for the residency incentive.
 - b. Proof of continued eligibility shall be provided by the employee at least annually, and shall be initiated by the City.
 - 4. Effective with the adoption of the July 1, 2019 successor MOU revising this incentive, the two employees currently not living in the city limits who are receiving Additional Supplemental Compensation under the eligibility criteria of the previous incentive shall continue to receive compensation as provided within the Residency Incentive provision as though they were living in the city limits.
- B. Full-time regular employees and their immediate families shall be entitled to free transportation on the Arcata & Mad River Transit System upon presentation of proper identification as determined by the Public Transportation Manager with the approval of the City Manager.
 - C. City offered summer and school break fee reductions for non-resident employees: Beginning February 2022, non-resident represented employees enrolling their child(ren) in any of the City's summer and school break camp offerings, shall be eligible to receive the lower resident program fee. To clarify, this applies to summer camp offerings generally offered June through August and school break camps, if offered, for President's Week and Spring Break. Other camps or programs would not apply.

49 PROTECTIVE FOOTWEAR ALLOWANCE

- A. 1. Each fiscal year, City shall pay a footwear allowance not to exceed ~~\$250~~ **350.00** upon presentation of store receipt purchased by employee for the following classifications: Building Inspector I/II, Construction and Senior Construction Specialist, Engineering Technician I/II, Environmental Compliance Officer, Equipment Operator, Lead Collection System Operator, Maintenance and Senior Maintenance Worker (Streets, Utilities, Parks, Facilities, Natural Resources), Water/Wastewater Mechanic I/II, Maintenance Crew Leader (Streets, Utilities, Parks, Facilities, Natural Resources, Mechanic, Lead Mechanic, Natural Resources Technician, Recreation Supervisor (Facilities assignment only), Traffic Control Technician, Supervisor (Streets/Fleet, Utilities, Parks/Facilities/Natural Resources, Plant Operations), Water/Wastewater Plant Operator I/II, and Water Meter Technician. (amended 2017-2019). In accordance with CalPERS, Protective Footwear Allowance pay is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)
- B. 1. For purposes of this Section, the purchase of protective footwear is to equip an employee for the initial and ongoing performance of duties for the City. As such, employees are eligible for this benefit upon first day of employment (i.e. there is no waiting period/probation served, etc.). Employees who have provided a notice of resignation; are within one (1) month of date of retirement, or upon termination, are not eligible for reimbursement. Footwear is intended to only be worn or used for work purposes.
2. An employee in a covered classification must perform at least 25% of his/her duties in the field to be eligible. (added 2008-2011)
- C. 1. Request for reimbursement must be received by the Personnel Department no later than June 30th of the fiscal year in which the purchase was made. Reimbursements will not be given for purchases made in a prior fiscal year and any unused allowance remaining at the end of a fiscal year shall not be carried forward. (added 2008-2011)
2. When an employee chooses to submit a receipt(s) for reimbursement, and sales tax was not made on the original purchase, the City is required to remit sales tax (at the current City of Arcata sales tax % rate) to the state on the employee's behalf. This amount is to be remitted from the employee's protective footwear allowance. The actual purchase amount reimbursable to the employee shall be made from any allowance amount remaining after the sales tax remittance. The City is required to remit sales tax for the entire purchase on the receipt being submitted, not just on item costs within or up to the allowance reimbursement amount. Additionally, if any listed shipping charges also include "handling", the City is required to calculate tax on the total purchase + shipping/handling amounts. (added 2013-2015)
- D. In those instances where the employee wishes to buy one (1) pair of more expensive work related footwear that is intended to last two years, employee may "straddle" or spread the reimbursement between two consecutive fiscal years. To

be eligible for this option, employee must submit the first request for reimbursement no earlier than April 1 of a fiscal year. The original receipt must be attached, as well as documentation from the store clearly identifying the item purchased and purchase date. The second request for reimbursement must be submitted no later than September 30 of the following fiscal year. If the entire purchase was on the receipt submitted with the first request, no additional documentation is required. If only partial payment was made by the employee toward the purchase with first request, an original receipt documenting payment of the balance owed must be attached.

This reimbursement option is not in addition to the regular protective footwear allowance already provided. When selecting this option, employee is only eligible to receive up to the remaining portion, if any, of the regular allowance afforded for either fiscal year. (added 2011-2013)

- E. For the purposes of this Section, protective footwear is intended to mean footwear required to be worn by the employee to safely perform his/her job duties and/or in which the footwear becomes damaged and/or contaminated by substances it comes in contact with in the performance of duties. (added 2008-2011)

50 DEPENDENT CARE ASSISTANCE

A Dependent Care Assistance program will be offered to employees and administered by AFLAC in accordance with Internal Revenue Code Section 125.

51 DEFERRED COMPENSATION PLAN

Employees are entitled to participate in Section 457 deferred compensation plans offered by the City. The primary purpose of these plans is to provide retirement income and other deferred benefits to the employee of the City in accordance with the provisions of Section 457 of the Internal Revenue Code of 1954, as amended.

- A. Beginning the first full pay period after an employee enrolls in a Section 457 deferred compensation plan offered by the City, the City will contribute \$30 per month (\$13.85/pp).

Employees are eligible upon employment and no employee contribution is required to receive the City contribution.

- B. Beginning with the first full pay period following Council adoption of the 2021-2024 MOU, for represented employees who elect to contribute at least \$60 per month (\$27.69 /pp), the City will contribute an amount per month as shown below. (amended 2019-2021)

1 - 9	years	=	\$90 /month (\$41.54 /pp)
10 - 14	years	=	\$110 /month (\$50.77 /pp)
15+	years	=	\$ 130 month (\$60.00 /pp)

52 CLASS A AND CLASS B CALIFORNIA DRIVER'S LICENSES

A. Beginning with the 2013-2015 MOU, the Class A/Class B monthly payment is eliminated and those classifications requiring a Class A or Class B California Driver's License are being placed at a higher salary grade that is intended to recognize this requirement.

This pay change includes some classifications that currently require a Class B to now possess a Class A. For those incumbents that do not already possess the Class A, it is agreed the City will provide the necessary training time and equipment, and the employee will fulfill all necessary requirements to obtain the Class A license no later than May 1, 2014.

Additionally, it is agreed that some incumbents shall be "grandfathered" at the licensing requirements of the job description in place at the time of this change. Specifics on these individuals and requirements have been addressed in meet and confer, and memorialized with the affected employees. It is further agreed that any future vacancies for these classifications will be subject to the Class A requirement.

B. 1. Should an employee in a classification that does not require a commercial license, possess one and voluntarily offers to utilize it for City purposes, and the City decides it is beneficial for City operations, the City will agree to pay the DMV medical renewal (assuming the employee uses the City contracted medical provider) during the period of time the employee is using the license for City operations.

2. Additionally, if an employee in a classification that does not require a commercial license voluntarily wants to obtain one, and the City agrees it is beneficial for City operations, the City will pay the DMV license cost and medical renewal (assuming the employee uses the City contracted medical provider) during the period of time the employee is using the license for City operations.

3. The employee understands he/she will be subject to federal and City drug and alcohol testing policies for commercial licensed drivers, both pre- and post-placement.

4. The employee will not receive any other compensation for voluntarily maintaining and using a commercial driver's license for City operations. The voluntary use of a commercial driver's license can be terminated by either the City or the employee at any time. A determination by the City to end use of the license is not appealable.

C. Medical Certification and License Costs (This is applicable for represented employees who are required to possess a commercial drivers license as a condition of employment):

1. DMV Medical Certification - Per Labor Code Section 231, for those classifications in which a commercial driver's license is a condition of employment, the City shall pay the cost of any physical examination of the employee which may be required for issuance of such license, except where the physical examination was taken prior to the

time the employee applied for such employment with the employer. It is further understood the “regular” medical evaluation costs and any additional resulting from that evaluation will be paid by the City when the employee begins the medical evaluation process with a City contracted doctor. The employee understands if they choose to go to their own doctor, all medical certification costs will be reimbursed at the *actual* out of pocket cost to the employee, up to the City’s lowest contracted rate.

2. DMV Commercial License Fees –

a. *Original license* – When an employee is obtaining a required commercial license for the first time, the City will pay any additional DMV fees pertaining to the change to commercial license only. This shall not include any fees the employee is required to pay as a result of maintaining a non-commercial license and/or any non-required endorsements, certifications, licenses, etc.

b. *License renewal* – While required to maintain a Commercial Drivers License as a condition of employment, the City shall reimburse the employee for the full Class A or B driver’s license renewal fees and any required endorsements, certifications, etc. This shall not include any fees the employee is required to pay as a result of obtaining or maintaining *non-required* endorsements, certifications, licenses, etc.

c. To be eligible for reimbursement, proof of payment to DMV for the Commercial license renewal and request for reimbursement shall be submitted to the employee’s department within the fiscal year in which the renewal costs were incurred.

53 MEAL ALLOWANCE

All employees who work a shift of twelve (12) hours or more shall receive fifteen dollars (\$15.00) for a meal allowance. (amended 2011-2013)

54 CLASSIFICATIONS ALLOCATED LESS THAN FULL-TIME (1.00 FTE)

A. Represented classifications allocated by Council less than full-time (i.e., .75 FTE, .80 FTE), shall receive applicable salaries, benefits, pays, etc. as a pro rata share proportionate to a full-time equivalent. (added 2008-2011)

B. Represented classifications allocated less than full-time shall only be eligible for those salaries, benefits, pay, etc. that do not specifically restrict eligibility to full-time employees, and, for which establishing or changing eligibility requirements are outside the City’s control. (added 2008-2011)

C. Pursuant to FLSA and City policy, overtime is calculated as hours worked over a forty (40) hour work period. (added 2008-2011)

- D. As a requirement of the Union, represented classifications allocated less than full-time who elect to be a Union member are required to pay the full amount of Union dues. (amended 2019-2021)

55 REOPENING OF CONTRACT

Conditions upon which this contract may be reopened:

Hazardous Materials – If the City does not modify the Personnel Rules and Regulations to include policy development regarding employee response to hazardous material situations within six (6) months from the signing of this agreement, the Union reserves the right to reopen negotiation of this contract on this item.

56 CERTIFICATE PAY

On or after July 1, 2024, the City and OE3 will form a workgroup to develop a joint proposal regarding certificate pay for OE3 members. The workgroup will be made up of no more than four OE3 representatives and four City representatives. The focus will be to develop an understanding of the certifications employees obtain which benefit the City and to provide a financial incentive for employees to obtain those certifications identified and agreed to by both parties. OE3 and the City Representatives understand that any economic incentive must be approved by both parties and then approved by the City Council in a resolution. Certifications which are a minimum job requirement of a Classification will not be included in any proposals.

57 TERM

This Agreement shall remain in full force and effect from July 1, 2024 to and including June 30, 2025.

DATED: _____

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 3, AFL-CIO

CITY OF ARCATA

Art Frolli, Chief Negotiator/Business Agent

Meredith Matthews, Mayor

Seth Magnuson, Steward/Utilities Supervisor

Keira Vink, Chief Negotiator/
Human Resources Director

Mike McDowall, Steward/Natural Resources
Technician

Tabatha Miller, Finance Director

Art Avila, Steward/Senior Maintenance Worker
(Parks/Facilities/Natural Resources)

David Loya, Director
Community Development

Chad Meadows, Steward/Wastewater Plant
Operator

Emily Benvie, Deputy Director
Environmental Services

Bella Waters, Payroll/Personnel