



The City of **South**

San Francisco

Memorandum of Understanding

Between the

International Union of
Operating Engineers, Local 39

and the

City of South San Francisco

July 1, 2014 through June 30, 2016
(Extended through June 30, 2017
Per Side Letter Agreement)

City of South San Francisco
International Union of Operating Engineers, Local 39
Amended Memorandum of Understanding
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Memorandum of Understanding
Between the
City of South San Francisco
and the
International Union of Operating Engineers,
Stationary Engineers Local 39, AFL-CIO

Preamble

This Memorandum of Understanding is entered into by the City of South San Francisco, hereafter designated as "City" and the International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO, hereafter designated as "Union" as a mutual agreement for those wages, hours, and conditions of employment in effect during the period of July 1, 2014 through June 30, 2016.

Article 1. Recognition

International Union of Operating Engineers, Stationary Engineers Local 39, AFL-CIO is recognized as the majority representative, as provided in City's Resolution 135-79 adopted 12/4/79, for all full-time regular employees in the classifications assigned to Unit D as identified in Appendix A of this Agreement.

Article 2. Union Security

- 2.1 *Agency Shop*—A probationary or permanent employee who is employed in a classification covered by this Agreement shall, as a condition of employment, be governed by the following agency shop provision:
- 2.1.1 *New Employees*—Probationary or permanent employees hired into a classification covered by this Agreement, shall authorize, within 30-calendar days from the date of hire, one of the following payroll deductions:
 - 2.1.1.1 Union dues.
 - 2.1.1.2 Agency fee equal to 94% of the union dues.
 - 2.1.1.3 Charitable contribution to equal agency fee. The charity shall be one of the two mutually agreed upon below listed charities that meet IRS 501(c)(3) taxation exemption requirements:
 - United Way of the Bay Area.
 - Combined Health Agencies (CHA).
 - 2.1.2 *Notification of New Employees*—The City agrees to make a good faith effort to advise the Union within 10 business days of a new hire.

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- 2.1.3 *Changing Deductions*—An employee who opts for union dues shall not be permitted to change or terminate such deduction. At any time with proper authorization, an employee who opts for an agency fee deduction shall be permitted to change to union dues but is not permitted to change to a charity. An employee who opts for a charity shall be permitted to change to an agency fee or union dues deduction.
 - 2.1.4 *Deductions During Absences*—No employee covered by this provision shall be required to pay any dues, fees, or charitable contributions during an unpaid leave of 30 days' duration or longer if the employee is on a leave due to the exhaustion of all paid leaves for which the employee is eligible.
 - 2.1.5 *Failing to Follow this Article*—The following steps shall be followed in order to enforce this provision for employees who fail to comply with the requirements of this article.
 - 2.1.5.1 *City Notification*—The Union shall notify the City in writing of the name of the employee who has failed to comply. This letter will make a demand upon the City to enforce this provision to collect amounts due commencing with the receipt date of the Union letter, but not for any amounts covering the time preceding the Union demand letter.
 - 2.1.5.2 *City Obligation*—Within 5 business days of receiving notification from the Union, the City shall in writing, advise the employee of the requirements of this article and that the employee has 5-business days in which to comply.
 - 2.1.5.3 *Re-notifying Employee*—If the employee does not respond in writing after 5-business days of the notification, the City must again notify the employee in writing that if the employee does not voluntarily comply with this article the agency fee will be automatically deducted from the employee's paycheck.
 - 2.1.5.4 *Involuntary Deductions*—If, within 5-business days the employee does not comply, the involuntary deduction of the agency fee shall commence retroactive to the receipt date of the Union demand letter.
 - 2.1.6 *Invalidated Fees*—If this article is held to be invalid under state or federal law, then all of this article shall be null and void and subject to re-negotiation. The Severability article in this Agreement shall govern all other provisions of this article.
 - 2.1.7 *Hold Harmless*—The Union agrees to indemnify and hold harmless the City and all officials, employees, and agents acting on its behalf, from any and all claims, actions, damages, costs of expenses including all attorney fees and costs of the defense in actions against the City, its officials, employees, or agents arising out of the City's compliance with this article.
 - 2.1.8 *Deduction Forms*—Sign-up forms for union dues and agency fees shall be provided by the Union and approved by the City.

- 2.2 *Communication with Employees*—The Union shall be provided reasonable space on bulletin boards at each work site for posting notices concerning official union business. All such notices must receive prior approval from the department or division head before posting.
- 2.3 *Advance Notice*—Except as provided below, the Union shall be given reasonable advance written notice, if affected, of any ordinance, resolution, rule, or regulation proposed to be adopted by the City directly relating to matters within the scope of representation. The Union shall be given the opportunity to meet and consult with appropriate management representatives prior to the adoption. Proper advance notice shall consist of written notice to the designated business agent. If public safety, public welfare, or an emergency arises that requires any of the above actions to be taken by the City without notice to the Union, the City may take the action while concurrently giving notice that affords the Union a reasonable time in which to meet with management representatives.
- 2.4 *Copies of Memorandum of Understanding*—The City shall post the Agreement on the City's web site.

Article 3. Management Rights

To ensure that the City is able to carry out its constitutional and statutory functions and responsibilities, nothing contained herein shall be construed to require the City to meet and confer on matters that are solely a function of management. This is including but not limited to the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline, and discharge employees; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to layoff employees for lack of work; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations, the processes, and the materials to be employed; and to take all necessary actions to perform its functions in emergencies.

Article 4. No Discrimination

There shall be no discrimination because of legitimate union activities as defined by Meyers-Milias-Brown Act, against any employee by the Union, by the City, or by anyone employed by the City.

Article 5. Union Stewards and Official Representatives

- 5.1. *Union Stewards*—The Union shall be entitled to a reasonable number of stewards who shall restrict their activities to the processing of grievances and shall be allowed a reasonable amount of time for this purpose. The Union shall notify the Personnel officer in writing of the names of the stewards.
- 5.2. *Permission to Leave Workstations*—Stewards shall obtain permission from their supervisor before leaving their workstations to assist a grievant and shall report back to their supervisor before returning to their workstations. This provision shall not be used to prevent the Stewards from performing their duties or obligations set forth in this article, provided however, that the use of time for this purpose shall be reasonable and shall not interfere with the requirements of the City's services, as determined by the City.
- 5.3. *Abuse of this Article*—In the event the City determines that Stewards are abusing the provisions of this article, the Union agrees to meet with the City, immediately, to investigate the City's complaint and to ensure full compliance by Stewards with the provisions of this subsection.
- 5.4. *Representation for Disciplinary Action*—Whenever an employee is required to meet with a supervisor or management official and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a steward and/or Union representative present upon request. In the event the employee desires the presence of a Union representative, the City will contact the representative and arrange a mutually acceptable time and day to hold the meeting. Except in instances where immediate disciplinary action is necessary, once scheduled, the City shall consider reasonable requests to move the meeting date forward by up to 5-working days for the convenience of the Union representative.
- 5.5. *Union Representatives*—The Union shall provide the City with a written list of not more than 2 individuals who are their authorized representatives and any changes thereto. An authorized representative of the Union shall be allowed to visit the work location for the purpose of ascertaining whether this Agreement is being observed. This right shall be exercised reasonably. An authorized representative of the Union shall report to the department and/or division head before proceeding to the work location. The representative shall not interfere with the normal conduct of work. Activities, such as the soliciting membership, collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature are strictly prohibited during working hours without prior approval of the appointing authority.
- 5.6. *Access to Personnel Files*—An employee or, on presentation of written authorization from the employee, the employee's representative, shall have access to the employee's personnel file upon request, in accordance with applicable law.

Article 6. Salaries and Other Compensation

6.1 Definitions—

6.1.1 *Base Pay*—Base pay is the rate of compensation paid for a specified classification of employment, excluding any other payments.

6.1.2 *Enhanced Pay*—Enhanced pay is the rate of compensation that includes base pay and incentive pay such as longevity, education, and special assignment pay. Enhanced pay does not include acting pay or other temporary assignment pay. Each incentive pay will be computed on base pay. The sum of the base pay plus each incentive is the enhanced rate of pay.

6.2 *Wage Rates*—There shall not be any across-the-board base wage rate increase during this contract.

6.3 *Classification and Compensation Study*—Any classifications still below market based on the updated 2014 Classification and Compensation Study shall be brought up to the 55th percentile of total compensation. Results from the 2014 Study are as follows:

Benchmark Classification	Total Compensation % Above or Below Market
Environmental Compliance Inspector II	-7.01%
Laboratory Chemist	-11.51%
Plant Electrician II	-5.28%
Plant Mechanic II	-3.59%
Plant Operator II	-3.81%
Plant Utility Worker	-9.80%

6.3.1. *2014 Compensation Adjustments*—Any increase resulting from the Classification and Compensation Study shall be effective July 1, 2014.

6.3.2. *2015 Compensation Study*—The City shall conduct a market-based compensation survey with a professional consultant for all represented classifications in the bargaining unit. Effective the first full pay period in July 2015, all classifications shall be brought up to the 55th percentile of total compensation. This study shall include the medical premium cost sharing effective July 1, 2015. No employee shall be adversely impacted by the July 2015 updated study.

6.3.3. *Benchmarked Classifications*—Below is a list of classifications within the Unit that are benchmarked. The benchmarked classifications will be used for salary and total compensation surveys, and adjustments for the benchmarked classification will also be received for the linked classification. Classifications may be added to this list, as appropriate, and as positions change, benchmarking or linkages may also change.

Classifications

Links

Environmental Compliance Inspector II. Senior Environmental Compliance Inspector,
Environmental Compliance Inspector I

Laboratory Chemist.....	Senior Laboratory Chemist
Plant Electrician II	Plant Electrician I
Plant Mechanic II	Lead Plant Mechanic, Plant Mechanic I, Utility Worker
Plant Operator II.....	Lead Plant Operator, Plant Operator III; Plant Operator I
Apprentice Operator and Apprentice Mechanic	As determined by Union Policy See below

6.4 *Apprentice Wage Rates—*

Apprentice Operators and Mechanics shall be paid no less than the following percentage of the current journey (Plant Operator II or Plant Mechanic II) base rate of pay.

1st 12-month period.....	65%	6th 6-month period....	85%
3rd 6-month period.....	70%	7th 6-month period....	90%
4th 6-month period.....	75%	8th 6-month period....	95%
5th 6-month period.....	80%	9th 6-month period....	Thereafter, at the journey- level plant operator base rate of pay.

6.5 *Premium Pay for Grade Certification—*Employees who possess valid certificates shall be compensated at higher rates pursuant to Appendix B. These Certification Premiums are effective upon adoption of this contract extension by all parties.

6.6 *Longevity Pay Plan for Employees Hired Prior to July 1, 2012—*Permanent full-time employees hired prior to July 1, 2012 shall be eligible for longevity pay in accordance with the following schedule:

6.6.1 *Fifteen Years of Service—*After 15-full years of regular service, 1.5% will be added to the employee's base rate of pay.

6.6.2 *Twenty Years of Service—*After 20-full years of regular service, in addition to above, another 1.0% will be added to the employee's base rate of pay.

Longevity pay is not available for employees hired on or after July 1, 2012.

6.7 *Shift Differential—*Employees assigned to work the night shift (6:00 p.m. to 6:00 a.m.) shall receive an additional 6% of base pay for all hours worked during these periods. Shift differential compensation is not paid to employees during approved leaves (i.e., sick, vacation, injury, paid family care, family medical leave, etc.).

6.8 *Like-Work for Like-Pay (Temporary Upgrading)—*An employee assigned by the City to the duties of a first-line supervisor or above shall be paid the salary of the position commencing with the first day of the assignment. First-line supervisory employees and above, assigned to higher classification duties shall not be paid the salary of the higher classification unless the employee serves in that capacity for 30-consecutive calendar days or more. If this occurs, the employee shall receive the pay of the higher classification commencing with the first day of the 30-day service in the higher classification.



- 6.9 *Temporary Assignment to Higher-level Classification*—Except for first-line supervisory classifications and above that are governed by the provisions of Like Work for Like Pay as outlined above, an employee who is assigned and performs the duties of a higher classification for a period of 3 or more hours, shall receive additional compensation for each hour so assigned at the rate of pay for which the employee would qualify had the employee been promoted to the higher-level classification.
- 6.10 *Salary Plan Administration and Advancement Within Salary Rates*—Employees appointed at the first step of the salary range shall be eligible for advancement to the second step of the specific salary range 6 months after original appointment, provided that the employee's performance merits the increase. Advancement to the remaining steps may be made after 1 year of satisfactory service at each successive salary step, provided that the employee's performance merits the increase.
- 6.11 *Revisions to the Salary Schedule*—Changes in an employee's salary because of promotion or demotion may set a revised salary date for that employee. Whenever the salary schedule for a classification is revised, each incumbent in a position to which the revised schedule applies, shall be paid at the same step in the revised rates as the step at which the employee was paid in the previous rate.
 - 6.11.1 *Salary Plan Administration and Salary Step After Promotion*—When employees are promoted, they shall receive not less than the equivalent of a one-step, 5% salary increase.
 - 6.11.2 *Salary Plan Administration and Salary Step After Demotion*—When an employee has a voluntary or involuntary demotion, the employee's compensation shall be adjusted to the salary for the classification to which the employee is demoted. Unless otherwise provided, the appointing authority shall determine the specific rate of pay. However, an employee demoted as a result of an abolished position shall be placed at the step in the lower classification that most closely approximates, but does not exceed, the employee's salary in the higher classification. If an employee takes a voluntary demotion to a classification previously held from a classification within the same series, the employee shall be placed at a step commensurate with length of service in both classifications. If the classifications are not within the same series, the employee shall be placed at the same step in the lower classification the employee last held. The service time at such step shall be the same as the service time held previously at such step.
- 6.12 *Salary Plan and Payperiods*—Employees shall be paid biweekly, unless mutually agreed to by the City and the Union.
- 6.13 *Certification Reimbursement*—
 - 6.13.1 *Mandatory Certification*—The City will reimburse employees for all fees associated with the successful completion of any certifications that are required as a condition of employment.
 - 6.13.2 *Voluntary Certification*—The City will reimburse employees for all reasonable fees associated with the maintenance of elective professional certifications deemed to be pertinent to the employee's classification by plant management.

- 6.14 *Contracting Work*—At such times that the regular workload may preclude the use of existing staff to undertake special or emergency maintenance projects, Management will consult with Unit members prior to the contracting out of Unit work. Plant employees have been and will continue to be offered overtime opportunities as they arise. Management is responsible for monitoring the backlog of work to ensure that staff resources are not overburdened.
- 6.15 *Committee Review*—Provide for a small labor management committee to review compensation agencies and comparison data each year prior to survey being conducted.
- 6.16 *Uniforms*—The monetary value for the purchase of uniforms and maintenance through the City-contracted uniform company is reportable to CalPERS as special compensation. This excludes items that are for personal health and safety such as protective garments and safety shoes.
- 6.17 *One-time Off-Salary-Schedule Lump Sum Payment*—Effective upon adoption of this agreement, unit employees shall receive a one-time off salary schedule lump sum payment in the amount of \$1,000.00. Limited term employees are not subject to this lump sum payment of \$1,000.00.

Article 7. Health and Welfare Plans

All full-time regular employees shall be eligible to receive insurance benefits, subject to the terms and conditions of the City’s contracts with health insurance providers, as follows:

- 7.1 *Medical Insurance*—
 - 7.1.1 *Available Plans*—Eligible employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the available medical plans the City has with the carriers, subject to the terms and conditions of the City’s contract with the providers:
 - Kaiser Permanente
 - Blue Shield of California.
 - 7.1.2 *Employee HMO Medical Premium Cost Share*—Effective July 1, 2015, employees shall contribute 5% of the Kaiser Permanente HMO premium cost based on category of coverage (single, two, family). The City shall cap the medical premium cost sharing for July 1, 2015 through June 30, 2016 as follows:

Employee HMO Premium Cost Share	Single	Two	Family
	\$30.00	\$58.00	\$83.00
 - 7.1.3 *Non-HMO Medical Plan Premium Cost*—In addition, employees who opt for a more expensive plan than the HMO plans pay the difference between the HMO rate and the premium rate for their selected plan based on provider and coverage size (single, two, family).
 - 7.1.4 *Effective Date of Coverage*—The effective date of medical insurance shall be the first of the month following the date of hire, provided the employee

properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City, and dependent coverage shall terminate on the date prescribed by each medical insurance provider's contract.

7.2 *Dental Insurance*---

7.2.1 *Core Dental Plan*---Eligible employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City's contract with the provider.

7.2.2 *Calendar Year Maximum*---The maximum annual benefit is \$1,500.

7.2.3 *Orthodontia*---The lifetime orthodontia coverage is \$1,000 for eligible dependents.

7.2.4 *Payment of Premium Costs*---The City shall pay the premium costs for eligible employees and their dependents to the insurance provider for the basic plan per 7.2.2 and 7.2.3.

7.2.5 *Effective Date of Coverage*--- Coverage is effective on the first day of the month following completion of 6-full-months of employment with the City, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City, and dependent coverage shall terminate on the date prescribed by the provider's contract.

7.2.6 *Buy-Up Dental Plan* Subject to the terms and conditions of the City's contract with the provider, employees may participate in an enhanced dental plan by paying the additional coverage costs over the core dental plan.

7.3 *Vision Insurance*---

7.3.1 *Available Plan*---Eligible employees and their dependents shall be provided vision insurance with tints coverage, subject to the terms and conditions of the City's contract with the provider.

7.3.2 *Payment of Premium Costs*---The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.

7.3.3 *Effective Date of Coverage*---Coverage is effective on the first day of the month following date of hire. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

7.4 *Discretionary Benefit Option*---An employee may elect to receive \$550 per month in deferred compensation monies in lieu of medical, dental, and vision benefits through the City.

7.4.1 *Proof of Alternate Insurance*---The employee must provide proof of alternate medical insurance and will be held responsible for maintaining own medical insurance benefits through the alternate source.

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- 7.4.2 *Exercising the Option*—Employees wishing to exercise this option may do so by submitting a completed Discretionary Benefit Option form to the Human Resources Department. Employees may change the discretionary benefit option once each year during the open enrollment period for medical plans, or at another time during the year provided the employee can demonstrate to the City's satisfaction a bona-fide need.
- 7.5 *Life Insurance and Accidental Death and Dismemberment Insurance*—
- 7.5.1 *Term Life Value*—Subject to the terms and conditions of the City's contract with the provider, the Term Life Insurance for employees has a face value of \$50,000.
- 7.5.2 *AD&D Value*—Subject to the terms and conditions of the City's contract with the provider, Accidental Death and Dismemberment Insurance available for employees has a face value of \$50,000.
- 7.5.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees to the insurance provider.
- 7.5.4 *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate on the date the employee ceases to be an employee of the City.
- 7.5.5 *Supplemental Life Insurance*—Subject to the terms and conditions of the City's contract with the provider, employees may purchase supplemental life insurance at their own cost through the City's life insurance plan.
- 7.6 *Disability Insurance Program*—Subject to the terms and conditions of the City's contract with the provider, full-time employees shall be provided Short-term Disability (STD) and Long-term Disability (LTD) insurance. If an eligible and covered employee becomes disabled while insured, the provider will pay benefits according to the terms of the group policy after receipt of satisfactory proof of loss.
- 7.6.1 *Short-term Disability*—After a 20-day waiting period, an eligible employee may receive 66-2/3% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefits begins.
- 7.6.2 *Long-term Disability*—After a 90-day waiting period, an eligible employee may receive 66-2/3% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount.
- 7.6.3 *Payment of Premium Costs*—The City shall pay the premium costs for medical, dental, vision, and life insurance for eligible employees to the insurance providers.
- 7.6.4 *Effective Date of Coverage*—Coverage is effective the first day of the calendar month following the date of hire. Coverage ends on the date employment terminates.
- 7.7 *Education Expense Reimbursement Program*—All employees are eligible to participate in this program. With approval by the department head, an employee who takes a course at an accredited educational institution shall be eligible to receive reimbursement of 50%, for the costs of tuition, fees, and course materials, not to exceed \$2,000 per fiscal year.

- 7.7.1 *Continuing Education Expenses*—The City will provide such training and continued education as is necessary to meet the certification renewal requirements for all job-related employee certifications. Such expenses shall be paid by the City or reimbursed to the employee, who has provided appropriate acceptable documentation.
- 7.8 *Section 125 Plan*—Based on the terms and conditions of the City’s plan, each employee may participate in the IRS-defined section 125 plan.
- 7.8.1 *Group Insurance Premium Plan*: This program allows employees to pay their portion of insurance premiums with pre-tax dollars.
- 7.8.2 *Health Care Reimbursement*—This program is available for out-of-pocket unreimbursed health care expenses as allowed under the Plan.
- 7.8.3 *Dependent Care Reimbursement*—This program is available for out-of-pocket unreimbursed dependent care expenses as allowed under the Plan.
- 7.9 *Section 457 Deferred Compensation Plan*—Employees are eligible, subject to the terms and conditions thereof, to participate in the Deferred Compensation Plans available to City employees.
- 7.10 *Deceased Employee/Retiree Benefits*—The City will allow the spouse of a deceased employee/retiree and existing covered dependents to continue to purchase health insurance from a City-provided medical, dental, or vision plan at the City’s premium rate, provided:
- There is no cost to the City.
 - The health provider does not require a City contribution.
 - The City is held harmless if the coverage is discontinued.
- 7.11 *Retired Employee Benefits*—
- 7.11.1 *Group Medical Insurance for Qualifying Retirees*—An employee who was hired prior to the adoption of an alternate retiree medical plan by all City bargaining units similar to the plan described in Section 7.11.2 may elect to continue his or her City sponsored medical insurance if the employee is enrolled in the City's group medical plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The monthly premium that the City will make for retiree medical insurance pursuant to this provision equals the monthly monetary contribution that the City makes for single retiree medical HMO coverage. Retirees will be required to pay any additional costs in order to receive retiree medical benefits. An eligible retiree may also elect to continue dependent coverage provided that the retiree bears the full premium costs for any eligible dependents. Former part-time employees eligible for this benefit will receive a pro-rated retiree medical contribution based on the average budgeted hours of their former position during their final two years of City service. A retiree must continually receive a CalPERS retirement allowance in order to remain eligible to receive retiree medical insurance contributions. Any retiree that unretires from CalPERS and returns to active service with a CalPERS

- covered agency will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision.
- 7.11.2 *Alternate Retiree Medical Plan ("GASB Language")*—An employee who was hired after the adoption of an alternate retiree medical plan by all City bargaining units will not be eligible to participate in the Retiree Medical Insurance program described in 7.11.1. Instead, the City will contribute one and one-half percent (1.5%) of such an employee's base salary toward a Medical after Retirement Savings Account (e.g. VEBA or similar City-sponsored plan).
- 7.11.3 *Group Dental Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored dental insurance if the employee is enrolled in the City's group dental plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing dental coverage.
- 7.11.4 *Group Vision Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored vision insurance if the employee is enrolled in the City's group vision plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing vision coverage.
- 7.12 *Retirement Plans*—The benefit contract in effect between the City and the Public Employees' Retirement System (PERS) on behalf of eligible employees of this Unit shall be continued during the term of this Agreement. Retirement benefits shall be those established for miscellaneous employees by the Federal Social Security Act providing Old Age and Survivor's Insurance and PERS Miscellaneous Employees' 2.7% at age 55 Plan with one-year final compensation. Employees hired after a specified date no later than June 30, 2010, will be provided a PERS Miscellaneous Employees' 2% at age 60 with three-year final compensation.
- 7.12.1 *Employee Contributions to Retirement System*—The rate prescribed by PERS for employee contributions shall be deducted from the pay by the City and forwarded to PERS in accordance with the rules and regulations governing such employee contributions. This amount is 8% of base salary for Miscellaneous Employees as prescribed by PERS for employees with 2.7% at age 55 retirement benefit and 7% of salary for Miscellaneous employees with 2% at age 60 retirement benefit. The remainder of any rate, which may be subsequently prescribed by PERS for employee contributions, shall be deducted from employees' pay by the City and forwarded to PERS in accordance with the rules and regulations governing such contributions.
- 7.12.2 *Sick Leave Service Credit*—Sick Leave accrued but not used and not paid based on the terms of this Agreement at the time of an employee's concurrent retirement

from City service and PERS shall BE reported to PERS for the sick leave service credit provision.

- 7.12.3 *Optional Provisions Added*—An employee who has served in the military may be eligible for Military Service Credit, as authorized by applicable law.
- 7.13 *Retirement Health Savings (RHS) Plan*—Operating Engineers Local 39 member employees may participate in the RHS Plan to the extent permitted under the existing RHS Plan policy.

Article 8. Hours of Work and Overtime

- 8.1 *Definitions*—
 - 8.1.1 *Continuous Operations*—Positions that work continuous operation is defined as positions that must be staffed 24-hours per day, 7 days per week, 52 weeks per year (24/7).
 - 8.1.2 *Non-continuous Operations*—Positions that work on a non-continuous basis is defined as any position that does not require staffing 24-hours per day.
- 8.2 *Workday*—
 - 8.2.1 *Eight-hour Schedule*—Eight (8) consecutive hours of work shall constitute a regular work shift for those non-continuous operations staff except that it may be interrupted by a 30 minute paid lunch break. All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times.
 - 8.2.2 *Nine-hour Schedule*—Nine (9)-consecutive hours of work shall constitute a regular work shift for those non-continuous operations staff except that it may be interrupted by a 30 minute paid lunch break. All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times.
 - 8.2.3 *Paid Lunch Break for Eight- and Nine-hour Schedule*—The 30-minute paid lunch break must be taken at a location where the staff must be immediately available for a response and the employee must be on call for any questions or tasks required during the lunch period.
 - 8.2.3.1 *Unscheduled Overtime as a result of Paid Lunch Break*—If the amount of unscheduled overtime hours incurred by bargaining unit members results in the need for overtime by 5 percent or more, management has the right to examine the cause and make changes or eliminate paid lunches.
 - 8.2.4 *Twelve-hour Schedule*—Twelve consecutive hours of work shall constitute a regular work shift for those continuous operations staff except that it may be interrupted by a paid lunch break. All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times.

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- 8.3 *Rest Periods*—Employees shall be entitled to one 15-minute rest break during each 4 hours of an assigned shift. Such rest breaks shall not be accumulative and shall be taken at a time when the work schedule permits.
 - 8.4 *FLSA Work Periods*—The work period under the Federal Labor Standards Act (FLSA) is a period of 7 consecutive 24-hour periods. The City has established the beginning of the work period as follows. Nothing in this provision is intended to affect the right of any employee to overtime pursuant to the terms of this MOU.
 - 8.4.1 *Standard FLSA Work Period*—The standard FLSA work period begins at 12:01 am Friday and ends at 12:00 midnight the following Thursday.
 - 8.4.2 *Continuous Operations FLSA Work Period*—
 - 8.4.2.1 *Day Shift Operations*—The FLSA Work Period for day shift operators assigned to Continuous Operations begins at 10:00 am on Saturday and ends at 9:59 am on the following Saturday.
 - 8.4.2.2 *Night Shift Operations*—The FLSA Work Period for night shift operators assigned to Continuous Operations begins at 10:00 pm on Saturday and ends at 9:59 pm on the following Saturday.
 - 8.5 *Workweek Schedules*—
 - 8.5.1 *Non-continuous Operations Eight-hour Schedule*—The workweek shall consist of 5-consecutive 8-hour days for non-continuous operations staff.
 - 8.5.2 *Non-continuous Operations 9/80 Schedule*—The workweek for employees assigned to work the 9/80 plan shall consist of eight 9-hour workdays and one 8-hour workday in each 80-hour payperiod
 - 8.5.3 *Continuous Operations Twelve-hour Schedule*—The workweek for plant operators shall consist of 12-hour workdays within an 80-hour per payperiod schedule.
 - 8.6 *Work Schedule*—Work schedules showing the employee's shifts, workdays, and work hours shall be posted on the employee bulletin boards or are available in an electronic format.
 - 8.7 *Changes in Work Hours/Schedules*—Except for situations where the City determines an emergency exists, changes in work schedules shall not be made until the employee and representative have been given reasonable opportunity to discuss said changes with the appropriate management representative.
 - 8.8 *Overtime*—Authorized work performed by an employee in excess of scheduled workday or workweek shall constitute overtime except as otherwise provided. An employee required to work in excess of scheduled work hours shall be compensated for each overtime hour so worked at the rate of 1.5 times the employee's enhanced rate of pay. No form of overtime payment shall be made where time worked prior to the beginning of a shift or following completion of a shift is less than 12 minutes in duration.
 - 8.9 *Scheduled Overtime*—Employees who are scheduled to return to work shall be compensated as overtime hours at 1.5 times the employee's enhanced rate of pay. Those hours must be worked.



- 8.10 *Compensatory Time*—With the supervisor’s approval, employees may receive compensatory time at the rate of 1.5 times of the employee’s enhanced rate of pay for each overtime hour worked, or may accumulate and use compensatory time in accordance with departmental policies.
- 8.10.1 *Maximum Compensatory Time*—All compensated time off may be taken in accordance with departmental policies. Accumulated compensatory time cannot exceed 72 hours. Anyone wishing to exercise this option must give a 5-day notice of the desire for compensatory time off and the time off must be taken so as not to interfere with the minimum staffing and continued functioning of the division or operation.
- 8.10.2 *Compensatory Time Accrual*—Hours worked that qualify for compensatory time accrue beginning with the first full payperiod of each calendar year and end at the conclusion of the last payperiod of each calendar year. Hours earned in one year cannot be carried forward to the next calendar year.
- 8.10.3 *Payoff of Compensatory Time*—During the second payperiod of each calendar year, all earned but not used compensatory time shall be paid to the employee at the employee’s enhanced rate of pay.
- 8.11 *Call-back Compensation*—Employees who in the course of their employment are called back to work shall receive overtime pay at the rate of 1.5 times the employee’s enhanced rate of pay for each hour worked based on the conditions below. Workday means the day the employee’s shift begins and call back commences with the time the employee reports to work and concludes when the employee is released from the assigned work or the beginning of the employee’s normal work period, whichever occurs first.
- 8.11.1 *Workday Call-back*—An employee shall receive a minimum of 3 hours overtime pay for each call-back that occurs on scheduled workdays.
- 8.11.2 *Non-workday Call-back*—An employee shall receive a minimum of 4 hours overtime pay for each call-back that occurs on non-scheduled workdays.

Article 9. Holidays

- 9.1 *Observed Holidays*—The City observes the following holidays:
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| January 1 | New Year’s Day |
| Third Monday in January | Martin Luther King, Jr. Day |
| Third Monday in February | President’s Day |
| Last Monday in May..... | Memorial Day |
| July 4..... | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day Observed |
| November 11 | Veteran’s Day |
| Fourth Thursday in November | Thanksgiving Day |
| Friday following Fourth Thursday in November | Day After Thanksgiving |

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- December 25 Christmas Day
 - 9.2 *Half-day Holidays*—In addition, the City observes the following half-day holidays:
 - December 24 Christmas Eve Day
 - December 31 New Year's Eve Day
 - 9.3 *Discretionary Holiday*—Each employee shall be entitled to one 8-hour paid holiday each calendar year, which may be taken at the discretion of the employee. Once accrued, this discretionary holiday will be used before vacation leave. An employee who has not used the discretionary holiday prior to the last day of the last pay period in the calendar year shall forfeit the receipt of compensated time or pay for such holiday that calendar year.
 - 9.4 *"E" Time in Lieu of Holiday Pay*—When a City-observed holiday falls on a regularly scheduled day off, the employee shall be compensated for 8 hours at the enhanced rate of pay for the full day holiday observed, or the employee may request 8 hours of "E" time in lieu of holiday pay, with the approval of division management, subject to the 36 hour compensatory cap provision. "E" time is time off at straight time for the hours earned in lieu of holiday pay.
 - 9.5 *Work Performed on a Holiday*—Except for employees assigned to continuous operations or as provided above, any regular full-time employee who is required to work on any authorized holiday, in addition to receiving regular pay for such holiday, shall be paid at the overtime rate for all hours worked.
 - 9.6 *Holiday Pay for Non-continuous Operations*—Regular full-time employees, except for staff assigned to continuous operations, shall be entitled to observe all authorized holidays at full pay, not to exceed 8 hours for any one day, provided they are in paid status on both their regularly scheduled workdays immediately preceding and following the holiday.
 - 9.7 *Shift Holiday Pay for Continuous Operations*—Employees assigned to continuous operations, who by nature of their assignment are unable to observe City holidays, shall be compensated for authorized holidays through shift holiday pay at the enhanced hourly rate of pay, not to exceed 8 hours, as straight time for the holiday in addition to straight time for the hours worked.
 - 9.8 *Absent on Holidays*—Staff scheduled to work on a City holiday, but who are unable to do so due to a job-related injury, shall remain eligible for payment in accordance with this provision as long as the employee is not receiving compensation from other sources. An employee unable to work a holiday due to illness or to an injury unrelated to the job and who is on paid leave shall also be compensated for the holiday pursuant to this provision provided that the employee submits to the immediate supervisor a doctor's certificate verifying the illness or injury.
 - 9.9 *Actual Holiday Staffing*—In addition to the staff assigned on rotational shifts, 2 workers may be assigned to work at the Treatment Plant on 12/24 (half day), 12/31 (half day) and the Friday following Thanksgiving. These 2 additional employees are to be compensated for the holiday at the enhanced hourly rate of pay as follows: Straight time for the holiday and straight time for the hours worked. A designated City management employee shall make the assignment. The assignment will be made, first by relying on volunteers, but if

there are no volunteers, then the assignments are made on a rotational system established by the City.

- 9.10 *Holidays on a Weekend*—When any of the aforementioned holidays fall on a Sunday, it shall be observed on the following Monday; any holiday falling on a Saturday shall be observed on the preceding Friday.
- 9.11 *Holiday Start Time*—For employees who work a continuous operation schedule, holidays occur on the actual holiday. Employees who begin to work a shift that starts anytime after 12:00 midnight on the actual holiday are considered to be working the holiday.

Article 10. Vacation Leave

- 10.1 *Vacation Leave*—Regular full time employees shall accrue vacation as follows:

<i>Length of Continuous Service</i>	<i>Biweekly Accrual Rate</i>
0 through completion of 4 th year.....	4.62 hours
Fifth through 14 th year	6.16 hours
Fifteenth through 24 th years	7.69 hours
Twenty-fifth and succeeding years	9.23 hours

- 10.2 *Vacation Accumulation*—

10.2.1. *Through Pay Period Ending July 4, 2013*—An employee may defer 40 hours of vacation leave to the succeeding calendar year. In addition, if the service requirements are such that an employee cannot take all entitled vacation in the calendar year, the employee may defer, with the approval of the department head, the unused portion to the following year, provided that no more than 30 working days of vacation are accumulated. The employee shall file a written request to defer vacation with the department head and the appointing authority. Deferred vacation not taken during the calendar year immediately following the calendar year in which the vacation leave was deferred shall be compensated in time off or compensation during January 2013.

10.2.2. *Effective July 5, 2013*—An employee may accumulate up to two times their annual accrual amount of vacation hours. Once an employee has accumulated two times the annual accrual, no further vacation leave will accrue until the pay period after the vacation balance has been reduced below the two-year cap.

10.2.3. *Vacation Cap Appeal*—If an employee is continually denied vacation or pre-scheduled vacation is cancelled, the employee may submit documentation for review by Human Resources on a case-by-case basis for resolution based on the following criteria:

- The employee has signed documentation that the vacation was approved and then cancelled at a later date.
- The employee has multiple (3 or more) documented vacation denials that are not for prime vacation periods (i.e., Christmas, Thanksgiving, New Years, Independence Day, etc.) and are not short notice requests.

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- 10.3 *Scheduling*—The times during the year at which an employee shall take vacation shall be determined by the department head with regard for the wishes of the employee and the needs of City service.
- 10.4 *Pay Upon Separation from City Service*—Employees separating from the City Service shall be paid at their current hourly salary rate for all unused accrued vacation hours. No such payment shall be made for vacation hours accumulated contrary to the provisions of these sections.

Article 11. Other Leaves

11.1 *Sick Leave*-

- 11.1.1 *Determination*—Every regular permanent and probationary employee, who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his or her classification as the result of an injury or illness that is not industrially caused, shall be eligible to receive sick leave without loss of salary or benefits within the limits set forth below.
- 11.1.2 *Amount of Sick Leave*—Employees will accrue 8 hours per month of sick leave. Such leave may be accumulated without limit.
- 11.1.3 *Sick Leave Request*—An employee shall prepare and present a request for sick leave on each occurrence of sick leave on such forms and in accordance with such policies and procedures established for sick leave requests by the department head or designee.
- 11.1.4 *Approval of Sick Leave Request*—The department head or designee shall review all sick leave requests and, if approved, the request for paid sick leave for an employee shall be granted. The department head or designee shall not unreasonably withhold approval of the employee's sick leave request. Sick leave as used herein, is defined as a period of time during which the employee suffers an illness or injury that necessitates his/her absence from employment. Sick leave is not a right or privilege to be used at the discretion of the employee.
- 11.1.4.1 *Notification*—The employee must notify the immediate supervisor prior to the commencement of the daily work period if intending to take sick leave.
- 11.1.4.2 *Verification of Injury or Illness*—
- 11.1.4.2.1 *Usual Verification*—An employee requesting paid sick leave shall provide reasonable verification of the illness or injury, usually in the form of the employee's personal statement regarding the injury or illness.
- 11.1.4.2.2 *Doctor's Verification*—The department head or designee may require a verification prepared and signed by a medical doctor, which confirms that the employee is unable to perform work and the employee's expected return-to-work

date. The department head may also request medical verification that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the position. This verification shall be required when an employee is absent due to illness or injury for a period of 39 or more work hours. In addition, the department head may require a medical verification any time the department head has reasonable basis to believe that the leave has been abused by an individual employee. Such medical verification request shall not be unreasonably imposed.

- 11.2 *Payment of Unused Accumulated Sick Leave Accrued*—Upon death, separation from City employment as a result of a work-related injury/illness, a full-service retirement after 10 years of service, or retirement at age 50, an employee shall be paid for half of the accumulated sick leave at the time of separation, retirement, or death. Retirement is defined as retirement from City service and receiving PERS retirement benefits. Years of service does not include time spent as a temporary or part-time employee. Payment of unused sick leave hours shall be made at the employee's enhanced hourly rate at the date of separation from City service. However, no employee shall receive payment for any accumulated sick leave hours in excess of 1200 and the maximum payable hours shall be 600.
- 11.3 *Sick Leave Management Policy*—All permanent and probationary employees who are temporarily and/or partially disabled from performing the full scope of duties within their classification as a result of an injury or illness that is not industrially caused, are eligible to receive sick leave without loss of salary or benefits. As identified in the City's Sick Leave Management Policy Administrative Instruction, abuse of sick leave is defined as the use of sick leave for purposes other than illness or injury. Consistent with this policy, the monitoring, management, maximum use of sick leave, and reporting should conform to a general City standard. Therefore, employees exceeding 56 hours or 7 occurrences of sick leave per year will be subject to a review of sick leave usage.
- 11.4 *Industrial Injury or Illness Leave*—An employee who is temporarily and/or partially disabled from performing work as a result of any injury or illness that has been determined to be industrially caused that necessitates the employee's absence from work, shall be entitled to receive paid industrial injury or illness leave without loss of salary or benefits. Employees shall be eligible to receive paid industrial injury or illness leave for all time the employee is normally scheduled to work but is unable to work for a maximum period of 90-calendar days following the date in which the injury or illness caused the period of temporary and/or partial disability and necessitated the employee's absence from work. An employee receiving paid industrial injury or illness leave shall assign to the City all workers' compensation insurance proceeds received by the employee for all of the time in which the employee also received paid leave from the City.
- 11.5 *Disability Insurance Program*—



- 11.5.1 *Application for Benefits*—An employee who is disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness and has utilized all accrued sick leave and paid leave for which the employee is eligible, may file an application for short- or long-term disability benefits in accordance with the requirements of the City’s Disability Insurance policy. The elimination period for the disability plan is 30-calendar days. Employees will not be required to utilize sick leave in excess of this elimination period in order to qualify for disability payment.
- 11.5.2 *City Determination*—Upon an employee qualifying for disability benefits, the City shall determine the following:
- 11.5.2.1 *Determination of Employee Disability*—Whether the employee’s disability from performing the full scope of the usual and customary duties of the classification is permanent and stationary.
- 11.5.2.2 *Medical Prognosis*—Whether the medical prognosis for the employee’s eventual ability to completely recover to a point of being able to assume the full scope of the usual and customary duties of the classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof. The City will require medical verification from the employee regarding the condition, and may also require medical verification regarding the employee’s condition from a medical doctor retained by the City.
- 11.5.2.3 *Permanent and Stationary Determination*—If the City determines that the employee’s disability precludes him/her from performing the full scope of the usual and customary duties of the classification with or without accommodation and the disability is permanent and stationary, then the City may either assist the employee in applying for a disability retirement or otherwise separate the employee from the City’s service in accordance with applicable law.
- 11.5.2.4 *Temporary Determination*—If the City determines that the employee’s disability from performing the full scope of the usual and customary duties of the classification is such that there exists a significant probability of complete recovery within a period of 365 days, based on medical verification, then the City has discretion on a case-by-case basis to grant the employee a leave of absence without pay for a reasonable period of time to recover from the disability. The City reserves the right to require medical verification of the employee’s fitness for duty before permitting the employee to return to City service.
- 11.5.2.5 *Permanent and Stationary Determination During Leave of Absence*—If the City grants an employee a leave of absence without pay for the purpose of providing the employee with the ability to completely recover and the employee’s disability becomes permanent and stationary during the period of such leave, then the City may assist the employee in

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- applying for disability retirement or otherwise separate the employee from City service.
- 11.5.2.6 *Accrued Vacation Payment*—Upon becoming eligible for disability insurance benefits, and upon being granted a leave of absence without pay for a period appropriate to the time necessary to determine an employee’s ability to completely recover, the City will pay, at the request of the employee, any accrued vacation time for which the employee qualifies.
- 11.5.2.7 *Insurance Premium Payment*—The City will continue to pay insurance premiums on behalf of a disabled employee and dependents, pursuant to the provisions for such payments otherwise provided in this Agreement until the actual date of separation from City employment of the employee.
- 11.6 *Light-duty Program*—The purpose of the light-duty program is to minimize the loss of productive time, while at the same time reintroduce the employee to work to prevent deterioration of skills, facilitate recovery, and reduce income loss. Light-duty assignments will be structured so that employees are not placed in a duty status that would aggravate or cause a reoccurrence of injury or illness. Light-duty assignments will not be made unless the employee receives medical clearance from a physician to return for light duty. This program shall be coordinated with applicable workers’ compensation benefits so that benefits are provided at the level not less than those mandated by state law.
- 11.6.1 *Coverage*—This light-duty program will cover any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness.
- 11.6.2 *Determination/Required Reports*—
- 11.6.2.1 *Assignments*—Light-duty assignments may be made following evaluation and determination by the department head. The determination will be based on available medical information, in consultation with the employee and/or the affected supervisor, and based on the needs of the City, and the impact of light duty on departmental operations.
- 11.6.2.2 *Medical Updates*—Employees who seek light-duty assignments or who are on light-duty assignments are required to provide medical reports regarding the status of their condition to the department head at 2-week intervals, or at other agreed-upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether or not a light-duty assignment has been made. Reports will be evaluated by the department head for purposes of continuing or terminating a current light-duty assignment or to determine when to commence a light-duty assignment.

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- 11.6.3 *Light-duty Assignment, Definitions, and Restrictions*—Light-duty assignments shall only be provided to employees with temporary disabilities where it has been medically determined that the employee will be able to return to the essential functions of his/her current job with or without accommodation. Under no circumstances shall the light-duty assignment be considered to be a permanent alternative position for purposes of reasonable accommodation under the applicable disability discrimination laws. Light-duty assignments:
- ◆ May consist of reduced work hours, limited work, or any combination thereof.
 - ◆ Will not adversely affect the employee's normal wage rate.
 - ◆ Will be within the employee's assigned department; or if no regular work is available, the employee may be assigned work outside of the department consistent with skill and ability.
 - ◆ When feasible will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee can be assigned light duty during the normal office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - ◆ Will be developed based for specific light-duty assignments on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.
- 11.6.4 *Holidays/Vacations During Light-duty Assignments*—
- 11.6.4.1 *Holidays Observed*—Holidays shall be observed in accordance with the light-duty assignment work hours and workweek. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take a holiday off, so shall the light-duty employee. If the employee is assigned to work hours in a department, division, or operating unit where employees in that work unit work holidays, so shall the light-duty employee. Compensation for holidays shall be in accordance with this Agreement.
- 11.6.4.2 *Vacations*—Employees assigned to light duty shall take their vacation as normally scheduled. Vacations shall cover the same number of workdays and calendar days as would have been if the employee had remained on full duty. Employees may reschedule their vacation with the approval of the department head, provided the rescheduling does not result in increased costs or lost time to the City for relief staff to cover the rescheduled vacation.
- 11.6.5 *Return to Full Duty*—Employees will be returned to a full-duty assignment as soon as possible following medical certification that the employee is able to resume the full duties of the classification with or without reasonable accommodation.
- 11.7 *Sick Leave as Family Care ("Kin Care")*—Employees accrue sick leave each year as defined in the sick leave article of this Agreement. In recognition of Labor Code 233, employees are permitted to use up to half of their annual sick leave allotment, in any



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- calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member as defined below.
- 11.7.1 *Definition of Family Member for Sick Leave as Family Leave Purposes*—A family member, as defined in Labor Code 233 section, shall include the employee's spouse, child, mother, father, and eligible domestic partner.
 - 11.7.2 *Leave Amount*—The combined total of hours taken for family care purposes pursuant to Labor Code 233 section shall not exceed half of the employee's annual allotment of sick leave. Forty-eight hours of leave per year for this purpose is available.
 - 11.7.3 *Concurrent Use of Leave*—Sick Leave as Family Care may run concurrently with any family leave permitted under federal or state law.
 - 11.7.4 *Notification Procedures*—Leave usage forms and notification procedures will continue to be used, provided the City reserves the right to take such action it deems necessary to confirm or verify use of this leave.
- 11.8 *Bereavement Leave*—Each employee may take leave without loss of pay for the purpose of attending the funeral of any member of his/her immediate family, as defined below.
- 11.8.1 *Within California*—An employee may be granted up to a maximum of 24 hours of bereavement leave per occurrence for the death or to attend the funeral of a family member within California.
 - 11.8.2 *Outside California*—An employee may be granted up to a maximum of 40 hours of bereavement leave per occurrence for the death or to attend the funeral of a family member outside of California.
 - 11.8.3 *Definition of Immediate Family for Bereavement Leave Purposes*—As used herein for bereavement leave purposes, immediate family is defined to be spouse, parents, brother, sister, grandparents, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. In addition, the department head may grant the above-described leave in the event of the illness or disability or funeral of someone other than those persons designated if, in the department head's opinion, there exists an extraordinarily close relationship between the employee and such person.
- 11.9 *Leave of Absence*—The City may grant an employee in a permanent position a leave of absence without pay or benefits not to exceed 1 year. A request for leave and the reason therefore shall be submitted in writing and must be approved by both the department head and the City Manager.
- 11.9.1 *Expiration of Leave of Absence*—Upon expiration of the approved leave, the employee shall be reinstated in former classification without loss of service credits or benefits (subject to terms of the contracts with the benefit providers) accrued prior to said leave. However, during the period of leave, the employee shall not accumulate service credits nor shall the City continue contributions towards retirement plans. During this period the City shall not continue contributions toward group insurances, unless the leave is FMLA-qualifying.



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- 11.9.2 *Failing to Return from Leave*—Failure on the part of an employee to return to work on the date scheduled shall be cause for termination.
- 11.10 *Pregnancy-related Disability Leave*—As provided for in state law, employees may be granted leave up to the maximum period of time permitted by law for disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, or for reason of the birth of a child. The employee shall provide the City with medical verification of the pregnancy disability, including the anticipated length of absence and the anticipated return-to-work date. This leave may run concurrently with the provisions of the family medical leave act.
- 11.10.1 *Temporary Transfer*—Upon physician's advice, the employee may request a temporary transfer to a less strenuous or hazardous position carrying the same or lower salary in which the employee is qualified to perform. Nothing herein shall result in the displacement or transfer of other employees in permanent positions or the performance of unnecessary work.
- 11.10.2 *Physical Examination*—Where it is the opinion of the department head that the employee should be placed on leave sooner than prescribed by her physician due to the employee's inability to effectively or safely perform the duties of her regular position or of to one to which she has been, or could otherwise be temporarily transferred, the employee may be required to undergo an examination by a second physician. The cost of this examination shall be paid by the City and shall not be ordered without prior approval of the appointing authority.
- 11.10.3 *Leave Utilization*—The employee shall be entitled to utilize sick leave, vacation, or compensatory time off benefits on the same basis as other employees who are temporarily disabled. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.
- 11.10.4 *Returning from Leave*—Upon expiration of the approved leave, the employee shall be reinstated to the former classification or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. Prior to the employee being reinstated, a statement from the attending physician indicating that the employee is physically capable of resuming the regular duties of the position will be required.
- 11.11 *Paternity Leave*—As provided under the family medical leave act, an employee may request to be absent for a period of up to 12 weeks upon the birth or upon adoption of a baby. Unused but accrued vacation or compensatory time may be used to the extent available. Such leave runs concurrently with the family medical leave act leave.
- 11.12 *Military Leave*—Military leave shall be granted in accordance with the provisions of applicable state and federal law. All employees legally entitled to military leave shall provide the immediate supervisor with the information, within the limits of military orders or regulations, to determine when such leave shall be taken. The immediate

supervisor may modify the employee's work schedule to accommodate the requirements applying to the leave.

- 11.13 *Jury Duty*—Employees must notify their supervisors when called to jury duty. All time at jury duty will be applied toward the employees' regular workday. The employee must submit record of hours at jury duty. Given the many different shifts employees' work, modification of work hours for such jury duty will be left to the discretion of the department head or designee, and may be appealed to the Director of Human Resources.

Article 12. Automatic Progression

12.1 *Plant Operators*—

12.1.1 *Treatment Plant Operator I to II*—Any employee hired as an Operator I shall upon receipt of a valid Grade II certificate issued by the State of California shall be advanced to Operator II without additional City-required oral, written, or performance examinations.

12.1.2 *Certification a Condition of Continued Employment*—

12.1.2.1 *Grade II Operators*—As a condition of continued employment, employees hired as an Operator I must obtain a valid Grade II certificate issued by the State of California or the certifying authority recognized by the State of California, within 2 years from the effective date of hire as an operator. If an employee fails to obtain this required certification within the 2-year period, the employee may be terminated from employment without right of appeal.

12.1.2.2 *Grade III Operators*—Employees classified as a Plant Operator II must obtain and maintain a Grade III certificate issued by the State of California or the certifying authority recognized by the State of California, within 3 years of their appointment. If an employee fails to obtain this required certification within the 3-year period, the employee may be terminated from employment without right of appeal.

12.1.2.3 *Maintenance of Required Certification*—If an employee classified as a Plant Operator I or II fails to maintain a valid, required Wastewater Plant Operator's certificate issued by the State of California or the certifying authority recognized the State of California, the employee may be terminated from employment without right of appeal.

12.1.2.4 *New Plant Operators Hired After 1/1/03*—Commencing 1/1/03, all new Plant Operator II employees shall at the time of their employment, possess or obtain within 3 years of their employment as a Plant Operator II, a valid Grade III Wastewater Treatment Plan Operator's certificate issued by the State of California or the certifying authority recognized the State of California. Permanent Plant Operator II employees hired

prior to 1/1/03 shall be exempt from this provision so long as they maintain a valid Grade II certificate.

12.2 *Mechanic and Electrical Staff*—The City may fill any position at the level it deems appropriate for Plant Mechanic I or Plant Mechanic II, and Plant Electrician I or Plant Electrician II. It will also provide for alternate staffing/automatic progression for any plant mechanic and electrical staff that are appointed at the lower level of the classification series. This automatic progression for employees hired at the lower level will occur if all of the following conditions are met. The employee in the lower level classification must have:

- Reached step 5 on the salary schedule.
- Possessed a Grade II or higher CWEA Mechanical Technologist Certification or Electrical/Instrumentation Technologist Certification for at least one year.
- Achieved “Above Standard” overall job performance ratings on at least 3 of the previous 5 performance evaluations.
- If promoted, at the conclusion of one year, successfully completed a new probationary period.

Article 13. Apprenticeship

The Union and the City agree to continue the current Stationary Engineers Local 39 Apprenticeship Training Fund. The City may nominate candidates from either Operations or Maintenance.

Article 14. Personnel Practices

14.1 *Probationary Periods*—

14.1.1 *Duration*—All original and promotional appointments shall be tentative and subject to a probationary period of not less than 12 months of actual service from the date of probationary appointment or promotion.

14.1.2 *Rejection*—The appointing authority may terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in the grievance article of this Agreement.

14.1.3 *Promotional Probation*—An employee who has previously completed the probationary period and is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was promoted, if such position still exists. This section shall not be construed as to prohibit the City from discharging any employee during a

subsequent promotional probationary period for those reasons and causes set forth in the discipline article of this Agreement.

- 14.1.4 *Probation after Transfer*—Employees who transfer to another division shall be required to undergo a new probationary period in a position into which transferred. If unsuccessful in the new probationary period, the voluntarily transferred employee may be terminated from City service. Employees transferred non-voluntarily shall be reinstated to their former position if unsuccessful in their new probationary period, if such position exists.
- 14.1.5 *Probation after Return from Layoff*—An employee who is laid off and subsequently appointed as a result of certification from an employment eligible list to a position of a different classification than that from which laid off, shall undergo the probationary period prescribed for the classifications to which appointed. Former probationary employees appointed from a reinstatement or re-employment list must serve the remainder of the probationary period in order to attain permanent status.
- 14.2 *Transfer*—An employee may be transferred by the appointing authority from one position to another position in the same or comparable classification carrying essentially the same maximum salary for which the employee is qualified to perform.
- 14.3 *Promotion*—The City shall endeavor to fill vacancies by promotion when in the best interest of the service. In the event the appointing authority determines to fill a vacancy by promotion, the Personnel officer prepares and administers an examination for those employees who meet the minimum qualifications. The names of the successful candidates shall be recorded in the order of their standing in the examination on an employment list. Closed promotional appointments shall be made from the first 4 candidates (the number may be unilaterally changed by City Council Resolution) on the employment list who are ready, willing, and able to accept the position offered.
- 14.4 *Employment Lists*—Promotional lists shall become effective upon approval thereof by the Personnel officer. Employment lists shall remain in effect for 1 year unless sooner exhausted, and may be extended, prior to its expiration dates, by action of the personnel officer for additional 3-month periods, but in no event shall the list be extended for more than one additional year. If an appointment is to be made from an open-competitive list, the names of all persons on the list shall be certified.
- 14.5 *Removal of Names from Employment Lists*—the City for any of the following reasons may remove the names of any person on an employment list.
- ◆ The eligible person requests in writing that his/her name be removed.
 - ◆ The candidate fails to respond to a written offer of employment within 6 business days from mailing.
 - ◆ A subsequent report of an investigation is unsatisfactory.
 - ◆ The candidate has been passed over for appointment 3 times.
 - ◆ A candidate who rejects an offer of employment shall be removed from the employment list.

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- 14.6 *Time Off for Examinations*—Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.
- 14.7 *Resignation and Reinstatement*—
- 14.7.1 *Resignation*—An employee desiring to leave the City in good standing shall submit a letter of resignation to the immediate supervisor no later than two weeks in advance of the effective date of separation; complete an exit interview; and receive a satisfactory final evaluation.
- 14.7.2 *Reinstatement*—A permanent employee who has resigned in good standing may be reinstated within two years of the effective date of resignation. Such reinstatement may be to a vacant position in the employee's former classification or to one in a comparable classification that does not carry a significantly higher rate of pay and that the former employee is qualified to perform. Reinstatement shall be made at the salary step approved by the appointing authority. The reinstated employee will serve the designated probationary period for that classification at which the employee is reinstated.

Article 15. Reductions-in-force, Layoffs, and Re-employment

- 15.1 *Council Determination*—Whenever, in the judgment of the City Council, it becomes necessary in the interest of economy or because the position involved no longer exists or is no longer necessary or because of a material change in duties, organization, or shortage of work or funds, the City Council may abolish any position in the competitive service and layoff, reassign, demote, or transfer an employee holding such position. This action shall not be deemed a disciplinary act or an act requiring written charges. The appointing authority may likewise layoff an employee in the competitive service because of a material change in duties, organization, or shortage of work or funds.
- 15.2 *Seniority*—Seniority, for the purpose of layoff, is defined as length of continuous full-time regular employment within City service, and shall not include time spent in service on a provisional or temporary status. Seniority shall be retained, but shall not accrue during any period of leave without pay, except for authorized military leave granted pursuant to law.
- 15.3 *Order of Layoff*—When one or more employees in the same class in a City department are to be laid off, the order of layoff in the affected department shall be as follows:
- ◆ Probationary employees in reverse order of seniority.
 - ◆ Permanent employees in reverse order of seniority.
- 15.4 *Identical City Service Seniority*—Should two or more employees have identical City service seniority, the order of layoff will be determined by classification seniority. Whenever two or more employees have identical classification seniority, a mutually agreeable random process shall determine the order of layoff.
- 15.5 *Layoff Notification*—Employees shall be forwarded written notice, including reasons therefore, a minimum of 10-working days prior to the effective date of layoff by certified

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- or registered mail, return receipt requested, or shall be personally served. An employee receiving said notice may respond, in writing, to the appointing authority. The employee's representative shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives that do not include the consideration of the merits, necessity, or organization of any service or activity
- 15.6 *Reassignment in Lieu of Layoff*—
- 15.6.1 *Vacant Positions in City*—In the event of layoff, the employee will be allowed to transfer to a vacant position that the City intends to fill in the same classification in any City department as follows.
- 15.6.2 *Former Classification*—In the event there are no vacant positions in the same classification in any department, the employee will be offered a vacant position in any classification at the same or lower salary level in which permanent status had formerly been held, first in the affected department and then Citywide.
- 15.6.3 *Displacement*—In the event there are no vacancies as listed above, the employee shall have the opportunity upon request to be assigned to any classification in the department at the same or lower salary level in which minimum qualifications have been met and a regular layoff procedure in the same or lower salary level shall apply.
- 15.6.4 *Step Classification*—Employees transferred, reassigned, or demoted under this section will be assigned in the new classification salary range to a step closest, but not exceeding, the employee's salary at the time of reclassification.
- 15.6.5 *Employee Requests*—An employee must request in writing the provisions of the Reassignment in Lieu of Layoff section, within 5-working days prior to the effective date of layoff.
- 15.7 *Layoffs*—
- 15.7.1 *Exercising Rights*—In the event an employee is not reassigned in lieu of layoff, as set forth above, the employee shall be laid off. If an employee elects not to exercise the rights in section Reassignment in Lieu of Layoff, the employee may be deemed to have been offered and to have declined such work and shall be laid off.
- 15.7.2 *Accrued Leaves*—Laid off employees are to be paid for accrued vacation and sick leave in accordance with this Agreement when separated as a result of a layoff.
- 15.8 *Layoff Re-employment and Reinstatement Lists*—
- 15.8.1 *Reduction in Force Reclassification or Demotion*—Probationary and permanent employees, who are reclassified and/or demoted as a result of a reduction in force, shall have their names placed on a classification reinstatement list, in order of their seniority. Vacant positions within the classification shall first be offered to employees on this list.
- 15.8.2 *Reduction in Force Re-employment List*—Employees who are laid off, shall have their names placed in order of seniority on a classification re-employment list that in the opinion of the personnel officer requires basically the same qualifications,

duties, and responsibilities as those of the classification in which the layoff occurred. Vacant positions in such classifications shall be offered to eligible employees on the re-employment list that qualify for such vacancies prior to an open or promotional recruitment.

- 15.8.3 *Duration and Removal from Reinstatement or Re-employment Lists*—No name shall be carried on a reinstatement or re-employment list for a period longer than two years. Refusal to accept the first offer of reinstatement or re-employment within a classification shall cause the employee's name to be dropped from the list. Individuals not responding to written notification by certified or registered mail, return receipt requested, forwarded to their last known address, of an opening within 10-working days from mailing, shall have their names removed from either the reinstatement or re-employment list.
- 15.8.4 *Probationary Rehires*—Probationary employees appointed from a reinstatement or re-employment list must serve the remainder of their probationary period in order to attain permanent status.

Article 16. Recreational Facilities and Classes

- 16.1 *Admission to Classes*—Employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 5 recreational classes during a 12-month period (lab fees or ingredient fees not included).
- 16.2 *Use of Facilities*—Employees using City recreation facilities and enrolled in City recreational classes shall engage in such activities on the employee's non-work time. Employee admission to recreation facilities and recreation classes shall be accomplished in conformance with the rules and regulations established by the source department.

Article 17. Safety

- 17.1 *Observance of Safety Rules and Regulations*—Both the City and Union shall expend every effort to ensure that work is performed with a maximum degree of safety, consistent with the requirement to conduct efficient operations.
- 17.2 *Safety Program*—The City has established a safety program and representatives of the unit shall serve on the safety committee.
- 17.3 *Safety Equipment*—The City shall continue to supply employees with safety equipment required by the City and/or Cal/OSHA. All employees shall use City supplied safety equipment only for the purpose and uses specified under applicable safety rules and regulations.

Article 18. Discipline

- 18.1 *Action by City*—The City may discipline, discharge, suspend, demote, or reduce in salary any permanent employee for reasons including, but not limited to, dishonesty; insubordination; incompetence; willful negligence; failure to perform work as required; or failure to comply with or violation of the City’s rules regarding safety, conduct, or operations; chronic absenteeism; misstatement of fact on an application or other personal document; falsification of records; unfitness for duty; and absence without authorized leave. Any discharged, suspended, or demoted employee, or an employee whose salary has been reduced for disciplinary reasons, shall be furnished the reason for such action in writing. In the event an employee feels that the discharge, suspension, demotion, or salary reduction is unjust, the employee shall have the right to appeal the case through the grievance procedure within 5-working days from the date of the disciplinary action.
- 18.2 *Notice of Disciplinary Action*—The City shall provide the affected employee with written notice prior to taking disciplinary action, except where circumstances dictate the City taking immediate action to remove the employee from the work place. In such cases, written notice, as set forth below, shall be provided the employee within 2-working days of the action. In instances where disciplinary action must be imposed immediately, the notice shall be provided the employee no later than 5-working days before the disciplinary action is to be effective. Where immediate disciplinary action has been imposed, such action will not become final until the aforementioned notice has been furnished the employee and the employee has been provided no less than 5-working days from the receipt of the notice to respond to the authority initially imposing the discipline.
- 18.2.1 *Notice*—In all cases, written notice of disciplinary action shall be served on the employee personally or by certified or registered mail, return receipt, with a copy of the notice to be placed in the employee’s personnel file. The written notice shall contain the following information:
- ◆ The type of disciplinary action recommended.
 - ◆ The effective date of the action proposed.
 - ◆ The reason or cause for the action and the rules, regulations, and/or policies violated.
 - ◆ That the employee shall be furnished all copies of all materials upon which the action is based.
 - ◆ That the employee has the right to respond either orally or in writing to the authority initially imposing the discipline.
- 18.2.2 *Appeal Rights*—Once the proposed disciplinary action has been imposed, the affected employee shall have the right to appeal. Such appeals shall be filed directly at the fourth step of the grievance procedure set forth in this Agreement.
- 18.2.3 *Probationary Discharge*—Probationary employees may be discharged for any reasons, which in the sole opinion of the City is just and sufficient. Such discharge shall not be subject to the grievance procedure, except under the conditions specified in Probationary Period article of this Agreement.

Article 19. Grievance Procedure

This grievance procedure shall be applied in resolving grievances filed by an employee covered by this Agreement.

- 19.1 *Definition of a Grievance*—A grievance shall be defined as any dispute that involves the interpretation or application of any provision of this Agreement during its term, excluding all ordinances, resolutions, rules, and regulations, the contents of which are not specifically covered by the provisions of this Agreement. Such excluded ordinances and resolutions shall not be subject to this grievance procedure.
- 19.2 *Time for Filing*—A grievance shall be void unless it is filed in writing within 45-calendar days from the date upon which the City is alleged to have failed to provide a condition of employment that has been established by this Agreement, or within 45-calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure. In no event shall a grievance include a claim for money relief for more than 45-calendar day period, plus such reasonable discovery period.
- 19.3 *Informal Discussion with Employee's Supervisor - Step 1*—Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and the immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself or herself individually, or may request the assistance of the Union in writing to formally present the grievance.
- 19.4 *Formal Written Grievance - Step 2*—If the employee wishes to formally pursue the grievance, the employee shall present the written grievance to the supervisor's immediate superior within 15-calendar days after the date upon which the grieving employee informally discussed the grievance with the immediate supervisor. The written grievance shall specify the article, section, and/or subsection of the Agreement that is alleged to have been violated by the City and shall specify dates, times, places, persons, and other facts necessary for a clear understanding of the matter being grieved. The supervisor's immediate superior shall return a copy of the written grievance to the employee with an answer in writing within 15-calendar days from receipt of the grievance from Step 1.
- 19.5 *Grievance to Department Head - Step 3*—The department head or designee shall have 15-calendar days after receipt of the grievance to review and answer the grievance in writing. A meeting between the department head or designee and the grievant with his/her representative is required at this level unless waived by mutual Agreement.
- 19.6 *Waiver of Supervisory Review*—If the grievance is not resolved after the informal discussion with the employee's immediate supervisor, the grievant and the department head or designee may, by mutual agreement, waive review of the grievance to the department head or designee.
- 19.7 *Informal Review by the City Manager - Step 4*—Prior to the selection of an arbitrator and submission of the grievance for hearing by an arbitrator, the City Manager or designee

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- shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The City Manager or designee shall have 15-calendar days in which to review and seek adjustment of the grievance.
- 19.8 *Arbitration of Grievance - Step 5*—In the event that the department head does not resolve the grievance, the grievant may within 30-calendar days after receipt of the department head's decision request in writing that an arbitrator hear the grievance.
- 19.9 *Selection of Arbitrator*—The arbitrator shall be selected by mutual agreement between the City Manager or designee and the grievant or representative. If the City Manager or designee and the grievant or representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of 7 qualified arbitrators. The City Manager or designee and the grievant or representative shall then alternately strike names from the list until only one-name remains, and that person shall serve as arbitrator.
- 19.10 *Duty of Arbitrator*—Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted and to thereafter make written findings of fact and disposition of the grievance that shall be final and binding upon the parties. The decision of the arbitrator shall be based solely upon the interpretation of the appropriate provisions of the Agreement applicable to the grievance and the arbitrator shall not add to, subtract from, modify, or disregard any of the terms or provisions of the Agreement.
- 19.11 *Power of the Arbitrator*—The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment specifically covered by the Agreement or to revise, modify or alter in any respect any provision in the Agreement.
- 19.12 *Payment of Costs*—Each party to a hearing before an arbitrator shall bear own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne half by the City and half by the grievant, except that the moving party must pay any cancellation charge for both parties if an arbitration session is canceled without sufficient notice to the arbitrator.
- 19.13 *Effect of Failure of Timely Action*—Failure of an employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- 19.14 *Non-union Representation*—In the event that an employee chooses to represent him/herself or arranges for representation independent of the Union, the department head and the City shall make no disposition of a grievance that is inconsistent with the terms and conditions of this Agreement. In the event an employee shall elect to go to a hearing independently, the Union shall have the right to be a full and equal party to such proceeding for the purpose of protecting the interests of its member under the terms of this Agreement.

Article 20. Past Practices and Existing Memorandum of Understanding

- 20.1 *Working Conditions*—Continuance of working conditions and practices not specifically provided herein, shall not be guaranteed by this Agreement.
- 20.2 *Prior Agreements*—This Agreement shall supersede all existing and prior Memoranda of Understanding, side letters, and agreements between the City and the Union.
- 20.3 *Changes*—No changes in this Agreement or interpretation thereof (except by decision of the Personnel Board and City Council in accordance with the applicable sections of this Agreement) will be recognized, unless agreed to by the appointing authority and the Union.

Article 21. Employees Covered

Provisions of this Agreement apply only to the full-time regular employees represented in Unit D, as identified in Appendix A.

Article 22. Severability

Should any section, clause, or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of those sections, clauses, or provisions shall not nullify the remaining portions. Those remaining portions shall be in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for those terms rendered and declared illegal.

Article 23. Term of the Memorandum of Understanding

This Agreement shall become effective only upon approval by the City Council and upon ratification by the members of this unit and remain in full force and effect to and including June 30, 2016.

RXP

Article 24. Signatures

Signed on this date: September 4, 2014.

For the Union:

For the City:



Jerry Kalmar, Business Manager/Secretary



Deborah Glasser, Chief Negotiator



Tony DeMarco, President



Mich Mercado



Richard J. Putz, Business Representative



Kenneth Navarre



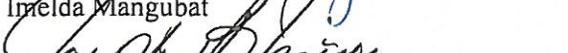
Daniel Fulford, Steward



Abegail Partin, Steward



Imelda Mangubat



Joseph Munoz



Appendix A

Operating Engineers, Local 39 Classifications

Those classifications in the International Union of Operating Engineers, Local 39 unit are the following:

1. Lead Plant Operator
2. Plant Operator III
3. Plant Operator II
4. Plant Operator I
5. Apprentice Operator
6. Lead Plant Mechanic
7. Plant Mechanic II
8. Plant Mechanic I
9. Apprentice Mechanic
10. Plant Electrician II
11. Plant Electrician I
12. Plant Utility Worker
13. Senior Environmental Compliance Inspector
14. Environmental Compliance Inspector II
15. Environmental Compliance Inspector I
16. Senior Laboratory Chemist
17. Laboratory Chemist

Appendix B Certification Premiums

Effective July 5, 2013, those classifications listed below are the Plant classifications that are eligible for the following certification premiums, which shall be calculated on the employee's base rate of pay.

Classifications	Certification Premiums		
	<i>Grade III</i>	<i>Grade IV</i>	<i>Grade V</i>
Lead Plant Operator		2.5%	2.5%
Plant Operator III		2.5%	2.5%
Lead Plant Mechanic		2.5%	
Plant Mechanic II	2.5%	2.5%	
Plant Electrician II	2.5%	2.5%	
Sr. Environment Compliance Inspector		2.5%	
Environmental Compliance Inspector II	2.5%		
Sr. Laboratory Chemist		5.0%	
Laboratory Chemist	5.0%		



Appendix C
Stand-by Pay and
Flexible Work Schedules for Non-shift Employees

1. The City agrees that upon specific written request by the Union during the life of this Agreement, it will discuss with the Union creation of a Stand-by Pay program as a departmental policy and procedure which is separate and apart from this memorandum of understanding. The City agrees to engage in “effects bargaining” with the Union to negotiate over the impact on affected unit members resulting from such a program if the City determines that it makes operation sense to implement such a program.
2. The City agrees that upon specific written request by the Union during the life of this Agreement, it will discuss with the Union creation of a Flexible Work Schedule program for non-shift employees as a departmental policy and procedure which is separate and apart from this memorandum of understanding. The City agrees to engage in “effects bargaining” with the Union to negotiate over the impact on affected unit members resulting from such a program if the City determines that it makes operation sense to implement such a program.



Appendix D

Limited Term Employees

Pilot Program

1. Term Employees—The City will designate a separate group of extra help employees in the bargaining unit, entitled Limited Term Employees, consisting solely of employees who are hired at the City's discretion, for assignments not to exceed two (2) years.
2. The Limited Term Employees Pilot Program will apply for the duration of the MOU beginning on July 1, 2014, and continue to apply to Limited Term Employees hired during this period.
3. The City will use Limited Term Employees only in the following circumstances, (*Note: the terms "temporary" and "short term" below shall be defined as not to exceed two years for the purpose of Limited Term Employees.*)
 - a. Temporary absence of incumbent
 - b. Short-term variations in workload, including seasonal work
 - c. Short-term special projects/assignments/pilot programs
 - d. Temporary filling of vacant positions
 - e. Intermittent work
 - f. Temporary staffing prior to implementation of organizational or technological changes (e.g., Laboratory/Environmental Compliance).
 - g. Work that has been traditionally outsourced (e.g., Instrument Technician)
4. To the extent Limited Term Employees are hired to facilitate work on planned projects, the City may exercise its discretion to assign such project work to Regular Employees while the Limited Term Employees backfill Regular Employee job duties.
5. The number of positions filled by Limited Term Employees in the unit will not exceed 5 positions at a time. The City will meet and consult with the appropriate Union representative over any expansion of the pilot program or increase in cap on number of Limited Term Employees.
6. The following terms and conditions of employment will apply solely to employees hired as Limited Term Employees:
 - a. Positions will be a limited term as defined by the City, not to exceed two years.
 - b. Limited Term Employees are hourly, unclassified, temporary, at-will employees.
 - c. Upon termination or release from employment, the employee may not be hired for a second limited term assignment.
 - d. Compensation will consist of the following:
 - i. Hourly wage rate (X-code). During this pilot program, if there are base pay increases to the equivalent bargaining unit position, the hourly position will be subject to the same.

- ii. Paid Time Off – 3.08 hours vacation accrual per pay period (80 hours/year); 3.69 hours sick leave accrual per pay period (12 days/year); and 13 paid holidays, including 1 floating holiday.
- iii. Medical, Dental, Vision, Life and Disability insurances.
 - i. Section 3121 Retirement Plan.
 - ii. Term employees are not eligible for retiree health benefits.

Appendix E

Side Letter Agreement and Clarification Limited Term Employees

Pursuant to the City of South San Francisco and Operating Engineers Local 39 Memorandum of Understanding dated July 1, 2014 through June 30, 2016 Appendix D Limited Term Employees, the following current hourly employees shall be designated as Limited Term Employees, effective October 24, 2014:

- Shivani Gosai, Laboratory Chemist
- Antonio Lucia, Plant Operator I
- Casey Smith, Plant Operator I

This designation is non-precedent setting and reflects the intentions of both parties to implement the pilot program with existing hourly employees. Going forward, the recruitment standards and treatment for future Limited Term Employees under this Pilot Program will be no different than Regular employees. All Limited Term Employees will be expected to have the knowledge, skills and abilities necessary to adequately perform their roles and meet their responsibilities.

Limited Term Employees are full-time (40 hours/week) hourly employees with benefits as previously outlined and with the following clarifications:

- Limited Term Employees are eligible for the City's group medical, dental and vision plans as offered to regular full-time employees. Limited Term Employees may not opt out of the plans for cash into a deferred compensation plan.
- Limited Term Employees are eligible for shift differential pay effective December 5, 2014.

For the City



January 16, 2015

For Local 39:



1/21/15

Appendix F

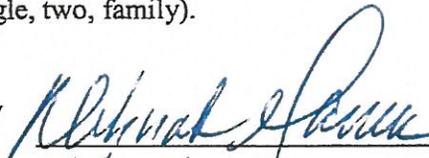
City Proposed Contract Terms and Extension

The parties met and conferred on June 18, 2015 regarding the below amended terms and conditions to the Memorandum of Understanding (MOU) between the International Union of Operating Engineers, Stationary Engineers, Local 39 ("Local 39") and the City of South San Francisco ("City"). The items specifically listed in this City Proposed Contract Terms and Extension shall supersede the Articles of the MOU as defined below. All other terms and conditions of the MOU shall remain the same. Local 39 shall notify the City on or before July 2, 2015 of their acceptance or this offer shall be considered rejected and the existing MOU shall remain status quo.

1. *Preamble:* The term of this agreement shall be for three (3) years; July 1, 2014 – June 30, 2017.
2. *Article 6.2 Wage Rates:* All terms and conditions for Year 1(July 1, 2014 -June 30, 2015) shall remain unchanged. If ratified by the unit by July 2, 2015, and subsequently adopted by Council, employees shall receive a 2.5% salary adjustment effective July 3, 2015. Effective the pay period including July 1, 2016, employees shall receive a 3.0% salary adjustment.
3. *Article 6.3.Updated Salary Survey:* The City shall update the professional salary survey for all classifications in the bargaining unit. All classifications shall be brought up to the 60th percentile of total compensation effective July 3, 2015. This study shall include the medical premium cost sharing effective the pay period including July 1, 2015.
4. *Article 5.2.2.1. Employee HMO Medical Premium Cost*—Effective the second pay period in July 2015, all employees on the City's medical plans shall contribute an amount equal to 10% of the HMO premium cost based on plan choice and category of coverage (single, two, family).

For the City

Date:


6/22/2015

For Local 39:


6/22/15

Published by
Human Resources Department
City of South San Francisco
Street Address:
First Floor City Hall
400 Grand Avenue
South San Francisco CA 94080

Web Site
www.ssf.net

Mailing Address:
P. O. Box 711
South San Francisco CA 94083

650/877-8522 Tel
650/829-6699 Job Line
650/829-6698 Fax