

# **City of Greenfield**

## **Memorandum Of Understanding**

Between the

**CITY OF GREENFIELD**

And

**THE SERVICE EMPLOYEES' INTERNATIONAL UNION**

**LOCAL 521, CTW/CLC**

Representing the

**City of Greenfield General Unit**

**JULY 1, 2015 – JUNE 30, 2018**

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## **MEMORANDUM OF UNDERSTANDING**

Between the City of Greenfield and the  
Service Employee's International Union  
Local 521, CTW/CLC

**July 1, 2015 – June 30, 2018**

### **Article I. Preamble**

This Memorandum of Understanding is entered into by the City of Greenfield, (hereinafter referred to as the City), and the Service Employee's International Union Local 521, CTW-CLC (hereinafter referred to as the "Union") and pursuant to California Government Code Section 3500 et seq.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation shall not become effective until the date of action by the legislative body.

### **Article II. No Discrimination**

The City and the Union will cooperate in the pursuing the policy of no discrimination pursuant to federal and State law.

The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the union.

### **Article III. Recognition**

Pursuant to California Government Code Section 3500 et seq., the City certifies the Union as the sole and exclusive bargaining agent for any and all classifications listed within Appendix A of this MOU.

### **Article IV. Prevailing Rights**

The City agrees that any written right or working condition shall remain in full force and effect except those rights modified by this Memorandum of Understanding during the term of this Memorandum of Understanding.

The article included in this Memorandum of Understanding constitute a full and complete understanding between the City and the Union on all matters within the scope of representation for the period stated of this Memorandum of Understanding.

#### **Article V. City Rights**

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy which include, but are not limited to:

- 1) The exclusive rights to determine the mission of its constituent departments, commissions and boards;
- 2) Set standards and levels of service;
- 3) Determine the procedures and standards of selection of employment, and promotions
- 4) Direct its employees;
- 5) Establish and enforce dress and grooming standards;
- 6) Relieve its employees from duty because of lack of work or other lawful reasons in accordance with the layoff provisions of this MOU;
- 7) Maintain the efficiency of government operations;
- 8) Determine the methods, means and numbers of personnel by which government operations are implemented;
- 9) Determine methods of financing;
- 10) Determine type(s) of City-issued apparel, equipment and/or technology to be used;
- 11) Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted
- 12) Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation of the City unless altered by the provisions of this Memorandum of Understanding

- 13) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and temporarily change work schedules and assignments upon reasonable notice;
- 14) Establish and modify productivity and performance programs and standards;
- 15) Discharge, suspend, demote, reprimand, withhold salary increases and/or benefits, or otherwise discipline employees for just cause, in accordance with applicable law and all relevant provisions of this Memorandum of Understanding;
- 16) Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;

This Agreement is not intended to restrict the right of the City to consult with the Union regarding matters within this Article. However, the parties understand that such consultation shall not create any obligation to meet and confer over issues not within the scope of representation.

Pursuant to MMBA Section 3504, the scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## **Article VI. Union Rights**

### Agency Shop

- A. Each employee in the bargaining unit shall contribute to the cost of administration of this Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. Any employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall not be required to join or financially support the Union as a condition of employment. In lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Union, or if the memorandum of understanding fails to designate the funds, then to a fund of that type chosen by the

employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union. City employees shall have the right to refuse to join or participate in the activities of Union and shall have the right to represent themselves individually in their employment relations with the City. Employees shall pay either Union membership dues or an equivalent service fee not to exceed Union dues. Such payments shall be made by payroll deduction only.

- B. New employees shall authorize either Union membership dues or an equivalent service fee not to exceed Union dues within thirty days from date of hire and shall continue said authorization in effect during the period of employment. The City shall forward a copy of the signed authorization form within the employee's first thirty (30) days of employment. Any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall not be required to join or financially support Union as a condition of employment. In lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Union, or if the memorandum of understanding fails to designate the funds, then to a fund of that type chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union. City employees shall have the right to refuse to join or participate in the activities of Union and shall have the right to represent themselves individually in their employment relations with the City. The Union shall not interfere with, intimidate, restrain, coerce or discriminate against employee because of their exercise of their rights to abstain from the activities of the Union of their own choosing.
- C. The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions from the monthly pay of employees.
- D. The service fee, not to exceed Union dues, shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such

amount to the Union in a timely manner, with the exception of charitable contributions which shall be remitted to the appropriate organization.

- E. Union membership may only be changed by unit employees in the last year before the end of the existing MOU during the period of the last five working days in December. Notification to the Union must be by U.S. mail or hand delivered to the Union office at 334 Monterey Street, Salinas, CA 93901, and is received within the days listed above. Notification shall utilize the payroll deduction authorization form.
- F. SEIU Local 521, agrees to indemnify, defend and hold the City, its employees, officials and representatives harmless from any claims, litigation or liability arising from the implementation of this section.

G. Reinstatement

Upon reinstatement of any unit employee, or upon return from an unpaid leave of absence or recall from layoff, the employee shall have their deductions resumed based on the same status they had previously (member or fee payer.) Those deductions shall resume on the first pay period in which they return to work

H. Promotion/Change in the Job Title

Upon promotion or any change in job title or classification the employees shall continue to have their deductions continue based on the same status they had previously (member or fee payer).

I. Employee List

A comprehensive list of all employees covered by this MOU will be submitted by the City to the Union annually or when requested with the following information: Full Name, Home Address, Home Phone, Employee Number, Bargaining Unit, Job Classification, Department, Work Location, Work Phone, Hourly Rate or Salary, and Date of Hire. This list should be sent in an electronic format that both the Union and Employer agree upon.

J. Voluntary COPE:

Any member who chooses to contribute to the COPE fund may do so by submitting a COPE authorization form to the Union specifying the amount they choose to have deducted each pay period. Such authorization will stay in effect until the member requests in writing to the Union that such deduction shall be stopped. If any contributing member is no longer in a position subject to this MOU their deduction will be stopped by the City

and the Union will be advised both of the reason and their separation date. The Union will forward to the Employer copy of any such authorization forms requesting to start or stop any such COPE deductions.

#### K. Representation

The union shall be entitled to designation of one Shop Steward and one alternate. The City shall allow one designated representative employee of the Union time off without loss of compensation or other benefits when they are participating in any one of the following activities:

1. Formally meeting and conferring with representatives of the City on matters within the scope of representation.
2. Testifying or appearing as the designated representative of the Union in conferences hearing, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union organization.
3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

The City shall provide copies of all documents necessary for effective representation in the meet and confer process. For purposes of this section, copies may be provided in electronic form.

#### L. Bulletin Board

The City shall provide the Union with bulletin board space at each work site.

#### M. Union Orientation

Within one (1) month of hiring a new employee, the City shall allow a Union Representative thirty (30) minutes of release time prior to the end of the employee's shift or lunch period to meet with the new employee for the purpose of union orientation. Approved leave time is subject to City approval and shall not conflict with the operational requirements or duties of the City.

#### N. Union Access to the Work Place

The Union shall be given access to the workplace for the sole purpose of determining whether the terms and conditions of this Agreement are being

observed. Such access shall not result in any interruption or interference of work. The Union will provide advance notice to the City.

## **Article VII. Salary**

Effective with the signing of this Agreement, the City shall provide the following salary adjustments:

- A. For FY 2015-16, all employees shall receive a 2% increase to their base salary effective July 1, 2015 (Appendix B)
- B. For FY 2016-17, all employees shall receive a 3% increase to their base salary effective July 1, 2016 (Appendix C)
- C. For FY 2017-18, all employees shall receive a 4% increase to their base salary effective July 1, 2017 (Appendix D)

### **A. Bilingual (Spanish) Incentive Pay**

All SEIU represented employees that utilize a second language in the normal course and scope of their employment shall receive \$130.00 of additional pay each month. To be eligible for consideration, employees must be in a position in which they use their bilingual skills in the normal course and scope of their employment as approved by the City Manager. To receive bilingual pay, employees must take and pass a proficiency test.

### **B. Overtime Pay**

Overtime pay is calculated in terms of work period-not a pay period. Employees will be paid one and one-half (1 ½) times their regular rate for any hours worked over forty (40) hours during any single period.

### **C. On-Call Pay**

Public works On-Call Pay shall be one hundred thirty dollars (\$130.00) per assignment period (week) plus one and one-half times (1½) times' compensation for hours worked. On-Call employees must provide the City with a contract number which dispatch can call for service. No employee will be required to accept an On-Call duty assignment unless the City is unable to obtain a volunteer. Employees selected for On-Call duty will be selected from a list of available and will employees.

### **D. Longevity Pay**

In recognition of an employee's years of public service to the community, employees with ten (10) years of continuous service shall receive a one-time lump sum payment equal to three percent (3%) of their annual base compensation beginning June 30, 2015 payable in the first pay period of July.

## **E. Classification and Compensation**

The City and Union recognize that the Public Works Department has a small staff responsible for highly technical functions regulated by the State of California and other government agencies. In order to compensate employees for obtaining specialized licenses and certification (Appendix E), the City and Union agree to establish a Pay for Performance pay plan for Public Works Service employees who successfully obtain City approved Certifications and Licenses relating to the following areas:

- Wastewater Treatment Plant Operations
- Wastewater Treatment and Collection
- Water Treatment and Distribution
- Pesticide Application System Cross Connection
- System Cross Connection

With the implementation of this program, the City agrees to provide financial support and professional training opportunities to assist qualified employees to obtain specified certifications and licenses outlined in Appendix F. Employees who currently receive compensation for any of the following certificates shall continue to receive payment during the term of this contract or until they advance to a higher pay grade which includes compensation for the following certifications and licenses:

- Wastewater Treat Plant Operator – Grade I, II, III, IV
- Water Treatment Operator – T1, T2, T3, T4 & T
- Water Distribution Operator – D1, D2, D3, D4 & D5
- Back-flow Prevention General Test.
- Cross-Connection Specialist
- Wastewater Treatment Plant Specialist
- Qualified Application Certificate – QAC
- California Driver's License Class A & B
- Heavy Equipment Operator
- General Irrigation & Landscaping Certificate

The Union and City agree that Pay for Performance effectively rewards and compensates employees for the effort and time devoted to obtain the appropriate certification and licenses. Once an employee advances to the next classification step at the higher salary range, any compensation received from individual certifications shall terminate.

## **F. Classification Study Requests**

The Union and City will make a good faith effort to conduct a Compensation and Classification study during the course of this MOU pending agreement on defining the relevant labor market, comparable positions to be included in the

study and acceptable methodology for determining classification and compensation adjustment.

#### **G. Educational Reimbursement**

To qualify for educational reimbursement, the employee must be a full time employee and the course selected must prepare the employee for future promotional opportunities and enhance their value to the City.

Each employee desiring to receive an educational reimbursement must attend the course on the employee's own time; complete the course satisfactorily with a passing grade of "C" or its numerical equivalent or better.

#### **H. Working Out of Class Pay**

A temporary five percent (5%) premium will be paid for services performed outside of employee's job classification lasting more than fifteen (15) working days.

Employees performing approved additional services less than fifteen (15) working days shall not be eligible for the five percent (5%) premium.

Should an approved additional service last more than fifteen (15) working days, affected employees shall be paid the five percent (5%) bonus retroactively to the first day of the assignment.

For purposes of this provision, prior approval shall be required from both the department head and City Manager. The City Manger may apply the premium retroactively without prior approval.

This temporary payment shall terminate after ninety (90) calendar days unless an extension is specifically approved by the City Manager.

In determining whether an employee is working out of their position classification, the City will consider the distinguishing features of that classification, essential functions of the position and the required knowledge, skills and abilities needed to perform the additional assignments. Request for premium pay shall be denied if the assignment or duties are not considered outside the parameters of the job classification or exceed the minimum experience and education requirements of the job classification.

#### **I. Temporary Special Assignment Pay**

Employees temporarily assigned by a manager to perform the duties of a higher classification or skill level beyond the regular scope of their

classifications shall receive, in addition to their regular rate of pay, a temporary special assignment pay of no less than five percent (5%). An employee given a Temporary Special Assignment to a higher classification must possess the minimum educational/experience qualifications for the classification and must be performing the full range of duties of another position classification or skill level to be eligible for Temporary Special Assignment pay. Temporary Special Assignments are an administrative tool that provide a vehicle for ensuring that appropriate and necessary staffing levels are maintained during employee absences and certain approved administrative actions. To be eligible for Temporary Special Assignment pay, an employee must perform, on a full-time basis, all of the significant duties and responsibilities of a higher classification.

A Temporary Special Assignment may be approved when any of the following apply:

- An employee performs all of the significant duties of a vacant position in a higher classification.

Temporary Special Reassignment shall not exceed 180 days unless specifically approved by the City Manager and are not intended to resolve long-term or permanent staffing issues.

## **J. Layoff Procedure**

### **Section 1: Layoff Due to Lack of Work, Funds or Other Reasons**

The city shall notify the Union and all affected Employees in writing of potential layoffs, including the reasons for the layoffs, no less than forty-five (45) calendar days before any layoffs are scheduled to take effect. Once the employees and Union have been notified of potential layoffs, the timeline for the layoff and/or reduction in force process shall commence and follow the below listed steps:

1. Upon notice from the City of proposed layoffs, the parties shall have fifteen (15) calendar days to meet and confer over alternatives to layoffs and or reduction(s) in force.
2. If, after the fifteen (15) day timeline, the Union and City cannot identify a viable alternative to layoffs, the City may issue layoff notifications thirty (30) days in advance of the effective layoff/reduction in force date.
3. Upon the thirty (30) day layoff/reduction in force notification, the employee(s) shall have the choice to either work the remaining thirty (30) days or receive thirty (30) days' pay and full benefits in-lieu of time worked.

In addition, employees laid off will be paid for all accumulated paid leave, holiday leave (if any), and accumulated sick leave to the extent permitted by City personnel policies. If an employee is laid off from their job with the City, for economic reasons, the City will grant severance pay, in addition to any "pay in lieu of time worked" (as outlined in item #3 above), in an amount equal to two (2) weeks of pay for every full year of continuous employment service up to eight (8) weeks of pay.

Layoffs and Reduction in Force (RIF) includes:

- Temporary Reduction: to work is expected within twelve (12) months.
- Permanent Reduction: Recall to work is not expected because the position has been eliminated, the contract has expired, the department has closed, or the reduction in force is due to budgetary constraints.

Should layoffs and or a reduction in force be enacted, the Union shall retain all rights to meet and confer over any and all ensuing impacts and effects.

## **Section 2: Order of Layoffs**

The order of such layoffs should be based on seniority with the least senior employees in the classification being laid off first, unless it can be demonstrated that an employee possesses special skills, training and/or abilities necessary to maintain the daily operations of the City. Reinstatement shall be in the reverse order of lay-offs.

When one or more employees assigned to the same classification within a department are to be laid off, the order of lay-offs shall be as follows:

1. Temporary
2. Probationary
3. Regular

In the event of a reduction in force (RIF), or the reduction or elimination of a particular classification, there shall be no bumping into positions in which the employee does not qualify.

## **Article VIII. Benefits**

### **A. Employee's Portion of P.E.R.S.**

Effective with the signing of this Agreement, all SEIU bargaining unit members shall pay their full employee PERS contribution in accordance with current pension requirements. Effective with this MOU, employees shall

receive a seven percent (7%) base salary increase as an offset to the employee PERS contribution formerly paid by the City.

## **B. Health, Vision and Dental Insurance**

### **Health Care**

The City will provide basic and major medical, vision and dental care plan for all employees and their dependents. For FY 2015-16, the City has selected the Anthem BC Bronze 1 KAX – HSA5500 plan for all City employees. Bargaining Unit members will be provided health care insurance under this plan in accordance with the schedule shown in Appendix G for FY 2015-16, FY 2016-17 and 2017-18 subject to the following provisions:

1. Employees shall contribute \$135.00 per month toward medical coverage depending on the plan selected.
2. In addition the \$135.00, employees shall pay twenty-five percent (25%) of the premium cost for dependent care coverage, (25% per dependent up to 3 three dependents and 1 spouse or partner for the 2015-2016 plan).
3. Dental insurance reimbursement will be annually capped not to exceed \$2,000.
4. For the duration of this MOU only, the City agrees to cover increased costs to the healthcare 2016 premiums up to nine percent (9%) per year, compounded.
5. For the 2016 health care plan year only, each bargaining unit employee shall contribute an additional five dollars (\$5) per pay period, which shall be pooled and re-distributed amongst bargaining unit employees whose dependent care coverage increased for the 2016 health plan year. This provision shall apply to bargaining unit employees hired before December 1, 2015.

The parties recognize that certain State and Federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of this MOU, either party may request to reopen Section 4(a)(2) regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. In addition, should State or Federal laws concerning taxation of healthcare benefits change, the parties agree to meet and confer to discuss the impacts of such change.

Health Insurance Review Committee:

A Health Insurance Review Committee shall be composed of representative from the City and duly designated bargaining units as follows:

1. SEIU 521
2. City HR/Admin
3. GPOA/GPSA

SEIU 521 representatives will include up to two (2) members, in addition to one (1) staff representative.

The Committee will meet once a quarter to review and consider alternative plans and/or plan modifications.

In the event the Health Insurance Review Committee recommends plan modification to the City and the Parties agree on the modifications, the parties (i.e. Union and City) will reopen this Article of this Agreement to allow implementation of the agreed upon modifications.

In the event that this committee is unable to agree to modifications nothing in this Article shall obligate the City to assume additional health care cost that exceed the total aggregate cost for current bargaining members as outlined in Appendix G.

This Committee will remain in effect and will follow the same procedure and timeline listed above for each subsequent fiscal year during the term of this agreement.

### **C. Life, Accidental Death and Dismemberment Insurance**

The City shall pay for the premium of a twenty-five thousand dollar (\$25,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all unit employees.

### **D. Long Term Disability Insurance**

The City shall pay for the premium for a long-term disability plan for safety employees as implemented in the Standard Insurance Long Term Disability Plan.

## **Article IX. Uniform Program**

The purpose of the City Uniform Program is to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification for employees by the public. All City issued uniforms and all other related dressing accessories are to be kept well maintained and may not be used for recreation or off duty purposes. No employee shall affix, adorn or otherwise alter any department provided uniform by

adding patches, emblems, pins, etc., unless such items and/or alterations are legally protected as Union rights, or issued, authorized, or provided by the department. Employees are prohibited from wearing their City issued shirts or uniforms at bars, night clubs or any other places that would bring discredit to the City. In exercising legally protected Union rights, the Union acknowledges that the City has a legitimate business interest in maintaining a professional image for its public employees, and a cornerstone of this image is its requirement that all employees dress in professional attire and project a positive image to the public.

Before implementation of the Uniform Program, the Union and the City shall form a committee to include the City Manager and two (2) Union members to identify appropriate uniform options. Upon consensus within the committee, the committee shall present the proposed uniforms to the membership for a final vote of approval. Should the members reject the proposed uniforms the committee shall reconvene to explore alternative uniforms.

Employees are liable for issued uniform items that have been lost, stolen or damaged beyond economic repair, except if the damage is due to the nature of the job. If a uniform has been damaged as a result of the nature of the job or extenuating circumstances, employees are required to report and request a replacement form their direct supervisors.

#### **A. Office Staff**

The City will annually provide each employee in the unit eight (8) dress shirts with the City logo. City issued uniforms must be worn during their hours of employment. The City reserves the right to prescribe the casual wear days and community events wherein uniforms will be worn. Maintenance of such uniforms shall be at the employee's expense. Replacement uniforms shall only be for on-duty damage.

#### **B. Public Works Maintenance Staff**

Employees will be provided (11) uniforms which will be worn while performing their work duties. The City will incur the costs for cleaning such uniforms on a weekly basis.

Employees must return all uniforms and any City issued property to the City upon separation of employment. Failure to do so will result in deduction from final check for missing uniforms or property.

#### **C. Police Department Staff**

Employees will be provided two (2) uniforms per fiscal year.

Employees are responsible for returning issued uniform items in a clean and serviceable condition by the end of their employment term with the City.

Per IRS guidelines, uniforms or clothing, provided by the employer or provided through an allowance to the employee, are excludable from taxable wages of the employee if they are specifically required as a condition of employment and are not worn or adaptable for general use as ordinary clothing. Uniforms or clothing, provided by City of provided through an allowance to the employee, are includable in taxable wages of an employee if they do not qualify for all the relevant IRS exclusions.

## **Article X. Holidays**

The City shall provide fourteen (14) paid holidays and they are specified as follows:

- January 1<sup>st</sup>
- The third Monday in January, observed as Martin Luther King Jr. Day
- The third Monday in February, observed as President's Day
- The last Monday in March, observed as Cesar Chavez' Day
- The last Monday in May, observed as Memorial Day
- July 4<sup>th</sup>
- The first Monday in September, observed as Labor Day
- The second Monday in October, observed as Columbus Day
- November 11<sup>th</sup>, observed as Veteran's Day
- The fourth Thursday in November, observed as Thanksgiving Days
- The day subsequent to the fourth Thursday in November
- December 24<sup>th</sup>, observed as Christmas Eve
- December 25<sup>th</sup>, observed as Christmas Day
- A personal holiday approved by the employee's supervisor

Employees required to work on a holiday shall receive paid compensation at a rate of one and one-half (1 ½) times the employees' regular rate of pay plus receive the employees' regular paid compensation for the holiday.

## **Article XI. Miscellaneous**

### **A. Vacation**

#### **1. Vacation Policy**

The purpose of annual vacation leave is to enable each eligible employee to take a break from his work and return mentally refreshed. For this reason it is the intention of the City that vacations are taken, insofar as possible, in period of one week or more.

#### **2. Vacation Accrual**

All full time employees shall be credited with vacation time relation to years of continuous service in accordance with the following schedule:

- a. Less Than Five (5) Years. For employees completing less than five (5) years of continuous service, six and two-thirds (6 2/3) hours for each month of service – ten (10) working days per year
- b. Five (5) or More Years. For employees completing five (5) or more years of continuous service, ten (10) hours each month of service – fifteen (15) working days per year.
- c. Fifteen (15) or More Years. For employees completing fifteen (15) or more years of continuous service, fourteen (14) hours for each month of service – twenty-one (21) working days per year.
- d. Any further changes in vacation time will be set by resolution by the City Council.

Vacation shall be credited on a prorated basis of the amount of time in which the employee is in pay status during that month. Vacation time shall be credited at the end of each month of service.

Employees must use one week of accumulated vacation time each year and may not acculturate more than 180 hours during any calendar year without the approval of the City Manager. Once the maximum accrual has been reached, the employee shall cease to accrue additional vacation until the balance is reduced below the maximum. Employees shall be paid for accumulated vacation time upon termination of employment.

### **3. Use of Vacation**

Employees shall complete six (6) months of continuous service before becoming eligible to use accrued vacation leave unless the City Manager shall authorize the utilization of accrued vacation prior to the completion of this period. The scheduling of and duration of an employee's use of accrued vacation leave shall be approved by the department head. Employees shall not work for the City during their vacation in order to earn double compensation. Maximum vacation accrual shall be in accordance with City Rule 20.

In the absence of a departmental policy approved by the City Manager, employees shall apply for vacation at least seven (7) calendar days before the requested effective date of vacation. Should the requests of

two employees conflict, the supervisor may recommend to the Department Director changes to best accommodate all employees. Important criteria to be considered by the supervisor are the classification and seniority of the employees, the dates on which the vacation requests were submitted and workload requirements.

#### **4. Compensation in Lieu of Time Off**

Each year an employee may request that the City purchase accrued vacation hours in excess of 80 hours. All vacation hour purchased shall be approved by the City Manager. All request that the City purchase accrued vacation must be made by November 15<sup>th</sup> and will be paid by December 1<sup>st</sup> of each year. Payment of vacation hours shall be subject to the availability of funds as determined by the City Manager.

#### **5. Holiday Falling During Vacation**

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, such holiday shall not be charged as a vacation day.

#### **6. Vacation at Termination**

Employees separating their employment municipal service who have accumulated vacation leave shall be paid in the amount of accrued vacation to the date of termination.

#### **7. Military Service – Vacation Pay-Off Exception**

An employee who interrupts his municipal service because of extended military leave shall, upon the employee's request, be compensated for accrued vacation at the time the leave becomes effective.

### **B. Sick Leave**

#### **1. Statement of Policy**

The purpose of sick leave is to provide an employee time off without loss of pay due to illness. Sick leave shall not be considered as a privilege which an employee may use at employee's discretion, but shall be approved by the department head.

Sick leave shall be allowed and used only in the case of necessity and actual personal sickness or disability, medical or dental treatment, or in the case of an emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister, or a close relative residing in the household of the employer.

## **2. Eligibility**

No sick leave, unless authorized by the Personnel Officer, may be taken during the employee's probationary period. Sick leave time accrued for the initial six months of employment may be used after that period has been completed. In order to receive compensation while absent on sick leave, the employee shall notify the head of the department prior to the first day of absence. Notification shall be at least two (2) hours prior to the time set for the beginning of said employee's work shift. Department heads may, at their discretion, reduce the time period required for notification prior to absence and may grant exceptions to the notification requirement if an unreasonable hardship would be imposed on the employee.

When an employee is absent due to illness or injury for more than two (2) days, a physician's certificate shall be required stating the cause of the absence and attesting to the employee's ability to resume work. Five (5) days of sick leave shall be permitted in case of death of an immediate family (Spouse, parent, child, brother, sister or a close relative residing in the household of the employee)

## **3. Affidavit and Physician's Certificate**

On every occasion for which sick leave is requested, regardless of duration, each employee shall file with the Personnel Officer an affidavit specifying the purpose for which the sick leave will be or has been used. The employee will state the particular reason for the use of sick leave, and sick leave pay will be for the reasons set forth in Section 1 above. Detail must be sufficient enough for the City to reasonably assume the validity of the claim or to injury or illness.

Whenever an employee is absent for more than two (2) consecutive working days for any reasons set forth in Section 1, employee shall provide a statement from a physician specifying that the employee was under treatment and incapacitated from work, or confirming the emergency illness of an immediate family member to qualify for sick leave as permitted in Section 1.

Notwithstanding the above, the Personnel Officer may require a physician's statement whenever repeated absences of two (2) days or less occur repeatedly.

## **4. Sick Accrual**

Sick leave shall be accrued monthly, beginning with the first month of employment, provided the employee has been in pay status for fifty (50) percent or more of the first or any month thereafter. Sick leave

shall be added to the employee's sick accumulation account upon completion of each calendar month with no credit applied during the progress of the month for portion of the month during which the employee terminates his City service. Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees; an employee may only accumulate 650 hours of sick leave.

## **5. Deductions**

Sick leave with pay shall be granted on an hour-for-hour basis. Calls for medical, dental or other similar practitioner's office which are made during working hours for other than job-related injuries shall be considered sick leave if they are longer than one (1) hour.

## **6. Incentives**

Sick leave is a privilege that should not be misused. As an incentive to discourage misuse and encourage long term honorable active service, an employee who retire and/or resigns in good standing shall receive payment in direction proportion to the increments and percentages provided in the following formula:

- A. After five (5) years of continuous service and separation in good standing, ten (10) percent of accumulated sick leave.
  
- B. After ten (10) years of continuous service and separation in good standing, twenty (20) percent of accumulated sick leave.
  
- C. After fifteen (15) years of continuous service and separation in good standing, thirty (30) percent of accumulated sick leave.
  
- D. After twenty (20) years of continuous service and separation in good standing, forty (40) percent of accumulated sick leave.

## **C. Catastrophic Leave Program**

The Catastrophic Leave Program allows permanent employees (those who have successfully completed their probationary period) under specified conditions to receive donated vacation leave from their co-workers when they are unable to work and are experiencing financial hardship as the result of a catastrophic illness or injury.

### **Eligibility**

To qualify for participation in the program, employees suffering a catastrophic illness or injury must have an approved absence and expect to exhaust all

paid leave credits. Paid leave credits include all sick leave, vacation, personal holiday credits, and compensating time off.

A catastrophic illness or injury is defined as a severe illness or injury that incapacitates an employee and creates a financial hardship once the employee has exhausted all paid time off.

### **Procedure for Participation**

Only full-time employees with a minimum of one year of employment at the time of the leave are eligible to participate in the program. Employees who wish to receive benefits from the program must submit to Human Resources or their designee, a request to participate in the catastrophic leave program. The request will be reviewed to ensure that it meets the established criteria of the program. All requests for participation in the program must include:

- Name and work location of employee;
- Reason for the request and a physician's verification of the illness or injury of the employee or family member;
- Dates of absence;
- Specific date when leave credits are expected to be exhausted:

Human Resources will review the following factors and submit to the City Manager for final approval:

- Length of permanent employment.
- The amount of time already used for this specific situation.
- Patterns of sick leave previously use for this specific situation.
- Eligibility for long-term disability insurance.
- The employee's work record and job performance.

The City Manager shall have sole and final discretion in the authorization of the vacation leave transfer. If approved by the City Manager, an announcement soliciting voluntary vacation leave donations will be sent to all employees of the City for requests that have been approved and meet the established criteria of the program.

### **D. Leave Donation**

Employees desiring to donate vacation leave credits are required to sign an authorization form indicating the amount of leave donated and the number of hours. Only vacation leave credits are eligible for donation. A minimum donation of one hour is required to a maximum of eight hours per employee. The contributing employee will be notified when the vacation leave is deducted from his/her account. A maximum combined contribution of 160 hours will be transferred into the employee's sick leave record. Any unused portion of the donated sick leave will remain in the contributing employee's

record. Contributions in excess of 160 hours will be kept on file in the event the requesting employee had need beyond the initial request.

The City will transfer vacation leave credits, hour for hour, from the leave records of donating employees to the recipient's leave record. Donations will be credited to the recipient's record, and will be available for use, once all leave credits have been exhausted.

Employees who receive donated credits through this program will be required to use any leave credits they continue to accrue on a monthly basis prior to receiving credit from donations. At no time may a recipient receive more than 100% of their current salary while on leave. The City will not disclose the identities of the donors to the recipient. The use of donations for catastrophic illness or injury will be limited to a maximum of twelve continuous months for each occurrence.

## **E. Probationary Period**

### **1. Objective of the Probationary Period**

The probationary period shall be regarded as part of the examination process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the new position.

### **2. Probationary Period: Regular Appointment**

All original and promotional appointments to the classified service positions shall be subject to probationary period of six (6) months for all non-safety employees.

The City Council may, by resolution, establish a different probationary period for specified classes either directly or by approval of an employment contract.

### **3. Notification and Retention of Probationer**

The Personnel officer shall notify the department head of any probationer one month in advance of the completion of any probationary period. The department head shall recommend in writing to the Personnel Officer whether the probationary period. In any event, the City Manager shall make the final determination whether or not to retain the probationer.

### **4. Rejection of Probationer**

During the probationary period, period and employee may be suspended, demoted or terminated at any time by the department head with the approval of the City Manager without cause and without the right of appeal

or to submit a grievance. Notification of rejection in writing shall be served on a probationer and a copy filed with the Personnel Officer.

#### **5. Rejection Following Promotion**

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which that employee was promoted, unless that employee is discharged from the classified service in the manner provided in these rules and regulations.

#### **6. Promotion during Probationary Period**

An employee promoted to a position with greater maximum rate of pay than that of the employee's original appointment shall be deemed a new probationary employee and will commence the probationary period on the effective date of said promotional appointment.

#### **7. Reappointments**

Reappointments after termination will be considered as new employment except for reappointment from a re-employment list where the reappointed employee had previously completed the probationary period in the position from which they were laid off.

### **F. Residency Requirement**

All public works employee will be required to establish and maintain continuous residence in a location which permits them to respond in a reasonable time to an emergency call. This requirement will be met so long as the employee lives within twelve (12) air-miles of the Greenfield Corporation Yard. Employees are required to be in compliance with this requirement on or before the completion of their probationary period. Based on a documented hardship, the City Manager may modify or waive this requirement in any manner that is in the best interest of the City. The decision to waive or modify this requirement by the City Manager is not subject to appeal or arbitration.

### **G. Drug Testing**

All City employees are expected, as a condition of employment, to remain free of drugs or alcohol in the workplace. The City will not tolerate the use of illegal drugs by its employees, nor will it tolerate the use of any drug or alcohol which may imperil the health, safety, or well-being of its employees or the public. The City provides an Employee Assistance Program (EAP) to help employees and their families who suffer from alcohol and drug abuse, stress, or other mental or health problems. It is the personal responsibility of each employee to seek assistance from the EAP before drug abuse and alcohol problems lead to disciplinary action or interfere with job performance.

Management may refer employees to the EAP at such time as they perceive an employee's job performance or attendance is deteriorating.

Pursuant to Federal Drug-Free Workplace Action of 1990, the City of Greenfield has adopted a policy setting forth the terms and conditions to establish and maintain a drug-free workplace. The policy, entitled "City of Greenfield Drug-Free Workplace," is incorporated in Personnel Rule 17, Section 6, Attachment A.

**Post-Crash Testing** – Employees will be subject to alcohol and drug testing when:

1. The employee contributes to or is responsible for an on-the-job preventable vehicular Crash or;
2. Any time the driver receives a citation under state or local laws, or;
3. Personal injury or death involved, or;
4. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicles.

If it is not feasible to move an injured employee from a treating facility, specimens may be obtained at the treating facility following the procedures set forth by the approved laboratory and transported to an approved laboratory.

Any employee subject to post-crash testing who leaves the scene of an accident (unless it is prudent to do so for medical or notification purposes, or permission is granted by a supervisor or management) before testing is administered, drinks alcohol within eight (8) hours following the accident without first being tested, or fails to remain available for testing, will be deemed by the City to have refused to submit to testing. Such refusal will be treated as if the employee had received a verified positive for controlled substances or has an alcohol test result of .04 or greater.

## **H. Performance Evaluation**

Written performance evaluations shall be conducted annually and serve the following purposes:

1. To promote communication between employee and supervisor about the employee's work performance and means by which that performance might be enhanced;
2. To establish goals and expectations for the coming year;
3. To identify and encourage ways in which the employee can develop his/her skills;

4. To provide justification along with other relevant information and the recommendation for salary increase;
5. To assist supervisors in determining the overall performance rating and assist the employee and supervisor in attaining the highest level of performance;
6. To record how an employee's performance meets the requirements of their job;
7. To identify employee strengths and areas for enhancement; and to
8. Assist employees with planning and implementing programs to meet improvement and/or career development needs.

Every effort shall be made to include substantiated information within an employee's performance evaluation.

An employee may appeal an annual performance feedback appraisal where it is believed that the overall rating or individual performance factor ratings do not represent a true evaluation of the employee's work performance during the appraisal period. The written appeal must contain the following information:

- The specific performance factor being contested;
- The rating the employee proposes for each factor being appealed;
- The specific facts to support each of the performance factors being appealed.

If the discussion with the immediate supervisor does not resolve the appeal to the satisfaction of the employee, the employee may then file a written request to meet with the Department Director.

Upon receipt of the written request, the Department Director shall meet with the employee within ten (10) working days or respond in writing to the employee. Should the Department Director fail to meet with the employee or provide a written response, the employee's proposed change(s) to the written performance evaluation shall be deemed rejected and the evaluation will be considered final.

An employee may submit a written response to their evaluation that shall be placed in their personnel file with the evaluation.

#### **I. Injury Illness and Prevention Program**

The purpose of the City's Injury and Illness Prevention Program as contained in the Personnel Policy is to encourage employees to report unsafe conditions

with accordance that City Management will take appropriate action(s). In correcting such conditions, the City displays a commitment to the safety and health of its employees.

The person responsible and with authority to manage the City's Injury/Illness Prevention Program will be the City Manager.

The safety and Health Compliance Committee shall be composed of the following:

One Member – Administration

One Member – Police Association

One Member – Public Works Department

The committee shall meet on a monthly basis and not less than on a quarterly basis with the City Manager.

## **Article XII. Grievance Procedure**

### **Grievance Defined**

Grievance is defined as a complaint by an employee or a group of employees based on alleged violation, misinterpretation or unequal application of the provisions this Memorandum of Understanding by an employee or group of employees adversely affected thereby, but shall not include the following:

- A. Disciplinary actions as defined herein which shall be subject to appeal through the procedure Contained in this Agreement for the appeal of disciplinary actions;
- B. Complaints regarding Affirmative Action, Occupational Health and Safety, Workers' Compensations or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints;
- C. The exercise of any City rights as specifies in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this Agreement;
- D. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation;

- E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this Agreement.

No employee or group of employees may refuse to follow direction pending the outcome of a grievance. Employees in the unit will follow all directives, even if such directives are allegedly in conflict with the provisions of this contract. Compliance with such directives will not in any way prejudice the employee's rights to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Nothing in this Article or elsewhere in this agreement shall be construed to permit the Union to process a grievance on behalf of an employee without his consent.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. If an employee desires Union representation in presenting a written grievance, he/she shall not be required to discuss the written grievance, if a Union representative is not present. Nothing in this section shall be construed to prevent any employee from presenting, at any time; his/her own grievances, and having such grievances adjusted without the intervention of the bargaining agent. The City will notify the Union of grievances that have been adjusted without Union representation and results thereof.

### **Limited Grievance Procedure Application**

An employee shall be entitled to file a grievance which alleges that the City has failed to provide a specific condition of employment which is established by the Personnel Policies provided that the enjoyment of such right is not made subject to the discretion of the department head or the City, and provided further that the condition of employment which is the subject matter of grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

### **No Discrimination**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

### **Time Limits**

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing or email.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limit specified.

Failure of the aggrieved employee to file an appeal within the prescribed time limits for any step of the procedure shall constitute abandonment of the grievance.

One steward or one Union officer shall be allowed reasonable time off without loss of pay during his regular shift hours or investigating, presenting, and appealing grievances up to and including Step 3 of this procedure. The performance of this function by the Union representative shall in no way interrupt the normal functioning of the department. The Union agrees to guard against the use of excessive time or such activities which are authorized by this Agreement.

The City and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at time create delays and necessitate postponements which will automatically extend the time limits or the duration of the postponement. The steward will provide advance notice to supervision to allow planning arrangements to enable the representative time to investigative activity. When a steward desires to contact an employee who has a complaint, he/she shall first obtain oral permission from his supervisor and the aggrieved employee's supervisor. If permission must be denied at that particular time, the steward will be informed of the reason for the denial and when he/she can reasonably expect to contact the employee concerned. The steward will notify his supervisor upon his return to work.

A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. Time limits at any steps of the procedure may be extended by written mutual consent of the parties.

### **Grievance Procedure Steps**

#### **Step 1 – Discussion with Immediate Supervisor**

The grievant shall first discuss the grievance with his/her immediate supervisor, or in his/her absence, the supervisor's designee. The Union or grievant will present the grievance in writing to the employee's immediate supervisor and/or division head (where applicable and determined by the department director) and a copy to the City Manager. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. Where mutually agreed by the City and the Union, grievances involving more than one grievant may be filed directly at Step 2.

Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond to the grievant in writing within five (5) working days of the informal discussion between the grievant and supervisor.

## **Step 2 – Department Director**

- A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee or the union representative shall submit the grievance in writing to the department head within ten (10) working days after receipt of the immediate supervisor's verbal responses. One (1) copy of the grievance shall be filed with the City Manager. Such written grievance shall:
1. Fully describe the grievance and how the employee(s) was/were adversely affected;
  2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
  3. Indicate the date(s) of the incident(s) grieved;
  4. Specify the remedy or solution to the grievance sought by the employee(s)
  5. Identify the grievant and be signed by the grievant and/or the union representative;
  6. Identify the person, if any, chosen by the grievant to be his/her representative.
- B. No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the City and the grievant. The department head or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The department head or his/her designee shall deliver his/her written decision to the grievant and/or his/her representative with three (3) working days of the date of the grievance meeting. The department head's or his/her designee's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

## **Step 3 – City Manager**

- A. If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the City Manager, or his/her designee within ten (10) working days from the receipt of the department heads or his/her designee's written decision. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory.

- B. The City Manager or his/her designee shall hold a meeting with the grievant within seven (15) working days of the receipt of the appeal.
  
- C. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to expedited arbitration, as determined by the Union or the City. If an appeal for arbitration is not filed within fifteen (15) working days from the days of Step 4 answer, the grievance shall be considered settled on the basis of the Step 3 answer by the City Manager.

The City Manager or his/her designee shall deliver his/her written decision within ten (10) working days of the date of the meeting.

#### **Step 4 – Expedited Arbitration (Pilot Program)**

The City and the Union (collectively, “the Parties”) agree to participate in a pilot program or an expedited arbitration process. The pilot program shall terminate with the expiration of the MOU, unless extended by mutual agreement.

- A. The grievance/disciplinary appeals to be referred to this process shall be determined by mutual agreement only. The Parties agree that this process shall be reserved for those cases of limited scope and limited impact.
  
- B. The arbitrator shall be mutually selected by the Parties. If the Parties cannot agree upon an arbitrator, the Parties shall request the State Mediation and Conciliation Service to furnish a list of seven (7) arbitrators. Any fee for the list will be shared equally by the Parties. The Parties shall alternately strike names until one (1) arbitrator remains.

#### **PROCEDURES**

The expedited arbitration hearing shall be conducted according to the following procedures, and the arbitrator will be responsible for enforcing them:

1. The agenda of grievances/disciplinary appeals to be heard by the arbitrator shall be determined by mutual agreement of the Parties in advance of the hearing. On the day of the hearing, the arbitrator will hear and decide as many grievances/disciplinary appeals on the agenda as can be reasonably presented in a normal work day.
  
2. Prior to the hearing, the Parties must mutually agree to a statement of each issue that will be decided by the arbitrator, or the case will not proceed through this process.
  
3. The grievant/appellant and his/her union steward will attend the hearing, and will not incur any loss of wages for attending.

4. Informal rules of evidence, with Parties stipulating to admission of three (3) exhibits from each side [a single "exhibit" may include or consist of multiple attachments, if the original did, or a series of copies reflecting the exhaustion of a remedy, e.g., a grievance from, plus Step 2 and 3 response letters, and an appeal letters].
5. Each part shall have one official representative, who shall not be an attorney, to give the opening and closing statements, and request a "point of order" if necessary. A "point of order" may be requested on occasion to clarify procedure, or to refresh a witness' memory. Each party may give short opening and closing statements (not to exceed 5 minutes for each).
6. One witness shall be allowed to testify for each party, limiting the presentation to 15-20 minutes for each side (not including response to the arbitrator's question). No direct or cross-examination will be permitted, but the arbitrator may ask questions at any time.
7. After each side has "rested" (i.e. concluded its presentation), the arbitrator shall be given time for deliberation and a closer reading of the exhibits, for approximately 20 minutes. The arbitrator will then announce a bench decision, with any qualifications or explanations. Each party's representative may ask up to two (2) short, follow-up questions to understand the arbitrator's rationale for the decision. Then the room will promptly cleared in preparation for the next hearing.
8. The bench decision of the arbitrator shall be final and binding, but shall have no precedential value whatsoever. At the request of either party, the arbitrator may provide a one (1) page written decision within 30 days of the hearing.
9. There shall be no stenographic record, transcripts or recording of the hearing.
10. Pre and post hearing briefs are not allowed.
11. The arbitrator shall have not authority to add to, delete, or alter any provisions of the MOU or any supplementary agreements thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.
12. The arbitrator's fee will be evenly split between the Parties.

#### **Step 5 – Arbitration**

After receipt of the appeal to arbitration, the parties shall meet to select an arbitrator. If no agreement can be reached, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators. Each party shall have the right to unilaterally reject one list of arbitrators. Thereafter a list may only be rejected by mutual consent of the parties. Both the City and the Union shall have the right to strike two (2) names from the panel. The parties shall meet and alternately cross out name son the list. Lot chance shall determine who shall cross out first. The remaining person

shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) working days by a joint letter from the City and the Union requesting that he set a time and place subject to the availability of the City and Union representative.

- A. The hearing on the grievance shall be informal and the rules of evidence shall not apply.
- B. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms or a collective bargaining Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.
- C. The arbitrator shall be requested to render his decision as quickly as possible.
- D. The arbitrator's decision shall be binding for the life of the Agreement. Neither the City nor the Union will be permitted to introduce any grounds or evidence to the arbitrator which was not previously disclosed to the other party.
- E. Should either party request a transcript of the proceedings, that party shall bear the full cost of the transcripts. If the arbitrator requests a copy, the costs shall be shared equally.
- F. The arbitrator's fee and expenses shall be shared equally by the City and Union.
- G. Each party shall bear the full cost of its legal representation at all levels of the grievance procedure. The City shall not pay any off-duty City employee covered by this Agreement for time spent in attendance at the arbitration hearing on behalf of the Union or grievant.
- H. In case of a grievance involving any continuing or other money claim against the employer, no award shall allow any alleged accruals for more than one (1) pay period prior to the date when such grievance shall be submitted in writing.
- I. In settlement of any grievance resulting in retroactive adjustment of pay and/or benefits, such adjustment shall be limited to a nine month period beginning with the date of the issuance of the appeal of arbitration.

### **Notice of Meetings**

The city shall be responsible for giving notice of meetings and conferences to all parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

## **Representation**

1. The employee has the right to the assistance of one recognized Union Steward or union staff representative of the Union in the preparation and/or presentation of his/her grievance in Step 1 through 3 of this procedure.
2. An employee is also entitled to represent him/herself individual at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement.

### **Only the Union may file for arbitration of a grievance.**

1. A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement or the parties.
2. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such meeting.
3. The grievant(s) shall be allowed reasonable time to meet with a designated representative before and after a grievance meeting.

## **Grievance Withdrawal**

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last took action on the grievance, with a copy to the Human Resources Division.

## **Grievance Resolution**

If a grievance is resolved at Step 2 or 3 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the Step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

## **Consolidation**

The City may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

The Union may file group grievances at the second step of the grievance procedure within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant by listing each person who claims to be adversely affected and all other data required in this article.

If the grievant involves multiple employees within the same unit/department with the same supervisor, the grievance shall start at step one (1).

### **Processing Grievances**

The grievant and union representative (Steward) shall be granted reasonable time off without pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling, subject to the following:

- A. The grievant shall not suffer any loss of pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- B. In no event shall a grievant be represented by more than one City employee at the grievance hearings. The Union may have an additional Steward in training present.
- C. Grievances may, by mutual agreement, be referred back for further consideration or discussion at a prior step, or be advanced to a higher step of the grievance procedure.

### **XIII. Disciplinary Procedure**

The purpose of discipline is to improve employee performance. It is the policy of the city that discipline should be characterized as corrective rather than punitive. Accordingly, any necessary discipline shall be approached positively and in a spirit of fairness and equal treatment. Disciplinary actions should be utilized as an element of an overall program to educate employees and promote proper employee conduct. When circumstances permit, Department Directors are encouraged to pursue a philosophy of "progressive discipline" by administering and gradually increasing disciplinary actions for each successive instance of employee misconduct. Each level of progressive discipline, from the written reprimand through dismissal, shall be consistent from division to division and shall follow a logical series of progressive steps, each step documented by supervisor's notes in an employee's personnel. Although internal consistency in administering discipline is desirable, numerous factors should be considered in determining the appropriate level of discipline to be assessed at each successive step. Some of the factors involved included, but are not limited to, the employee's length of service, time interval between offenses, effectiveness of prior disciplinary actions, willingness to improve, overall work performance, job attitude, and disciplinary actions previously administered to other comparable employees for similar offenses. A repetition of the same offense or other serious offenses indicates that more severe disciplinary measures should be considered. This disciplinary action should

reflect the totality of violations in considering the appropriate extent or degree of disciplinary action. When imposing disciplinary measures on a current charge, supervisors will not take into consideration prior infractions of the City or departmental rules and regulations which occurred more than two years previously. The City has further stipulated that certain offenses are of such a serious nature that immediate discharge upon first offense is applicable.

The City Manager or his/her designee may take disciplinary action against any employee in the service of the City provided that the rules and regulations prescribed herein are followed and that any permanent employee who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. All employees involved in an administrative investigation, whether as the accused or as a witness, have an obligation to be honest and truthful. Refusal to cooperate fully in any administrative and/or non-criminal work related investigation is a violation of City personnel standards. An employee has the right to Union representation in investigatory interviews where a supervisor or management official asks those questions about a matter that the employee believes could lead toward disciplinary action. An investigatory interview occurs when a supervisor questions an employee to obtain information that could be used as a basis for discipline or asks an employee to defend his or her conduct. Employees do not have the right to union representation if the meeting is only to tell them about discipline that has already been decided or to give other direction. As used in this section, "disciplinary action" shall mean written reprimand, suspension, disciplinary demotion, involuntary leave, and dismissal.

- A. Progressive Discipline** - If it is necessary to take corrective action in regard to an employee's performance or conduct, the City agrees to use progressive discipline and to work with Union to develop a specific code of conduct. Constructive efforts will be made by management toward helping employees fully achieve satisfactory standards or conduct and job performance.
- B. Counseling and Guidance** – Counseling is not a form of discipline. In the event that employee's performance or conduct is unsatisfactory or needs improvement, verbal or written counseling shall be provided, which shall come from a supervisor or manager in the employee's chain of command. Counseling is separate from ongoing worksite dialogue and should address specific performance or conduct which, if not improved, may result in further disciplinary action. Documentation of such counseling shall be given to the employee at the time of the counseling. When appropriate, verbal counseling shall precede written counseling, which shall precede more serious disciplinary action. The purpose of guidance and counseling is to encourage employees to improve their job performance, work habits, attitudes, or behavior. In issuing counseling and guidance, the employee's immediate supervisor shall identify and define the area in need of improvement and inform the employee how such improvement can be realistically achieved. A record of the discussion must be given to an employee in

memo form. Such counseling and guidance is not to be constructed as a written reprimand nor will it be issued on a disciplinary form.

### **Notice of Proposed Disciplinary Action**

In order to institute disciplinary action the employee's immediate supervisor or his/her designee shall serve notice of disciplinary action in accordance with the following procedures.

Except as otherwise provided herein or when emergency or other special circumstances require immediate action a notice of disciplinary action (other than for written reprimands) shall be provided to the employee, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of action;
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by SEIU Local 521, and the address and telephone number of the union office at 334 Monterey Street Salinas, CA 93901

The employee has the right to the assistance of a union steward in addition to a staff representative of the Union in the preparation of his/her response to the notice of disciplinary action. Preparation of a response to the proposed disciplinary action shall not be done while on duty nor in a manner which promotes a hostile work environment for other employees.

### **Notice of Implementation of Discipline**

In order to implement the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be provided to the employee, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C and D of above and, in addition, shall include a statement as to the right of appeal and

representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action. City employees are expected to abide by, and may be disciplined for violation of either City or departmental rules and regulations. Recognizing that each instance of misconduct differs in many respects from somewhat similar actions, the city retains the right to treat each occurrence on an individual basis without creating a precedent for other cases which may arise in the future. Examples given in any rules do not limit the generality of the rules. The Union and the City agree the Code of Conduct jointed development will provide recommended progressive penalties to apply for specific offenses; however, the recommended penalties may be modified by management including a lesser or more severe penalty when extenuating circumstances are found. The City Manager shall appoint and, when deemed necessary for the good of the City shall suspend or remove any City employee.

### **Written Reprimand**

An appointing authority or his/her designee may reprimand an employee by furnishing the employee with a statement, in writing, of the specific reasons for such reprimand. Supervisors shall inform employees promptly and specifically whenever their performance, attitude, work habits, or personal conduct, at any time, falls below a desirable level. In situations where guidance and counseling has not resulted in the expected improvement, or when an employee commits an offense requiring formal supervisory acknowledgement, an employee Disciplinary Action must form must be issued specifically defining the nature of the infraction under the Code of Conduct. The information should include a complete description of the incident of misconduct and refer to specific time, dates, locations, personnel involved, and rules violated. A copy of notice of the reprimand shall be given to the Human Resources for inclusion in the employee's personnel file, and shall be subject to limited appeal. The employee and/or his/her representative shall have the right to discuss the reprimand with the appointing authority or his/her designee. The appointing authority or his/her designee may correct the notice of reprimand, at his/her discretion. The employee may submit a written response that shall be placed in his/her personnel file.

The Performance Improvement Plan is intended to give the employee an opportunity to improve performance, and shall be in effect for a specified period of time, from one week to six months, but not to exceed six (6) months for each such instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, disciplinary action may be taken.

### **Suspension**

The City Manager may suspend an employee without pay. Documents related to a suspension become part of the employee's permanent work record. An employee subject to suspension will receive prior written notice and the right to appeal any suspension. Suspensions shall be issued on a consecutive work day basis. Suspension for two or more offenses must be cumulative and cannot be served concurrently.

## **Administrative Leave**

The City Manager may place an employee on administrative leave from his/her position at any time for reasons of investigation for disciplinary action. Such administrative leave shall be with pay. Written notice of such administrative leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such administrative leave is not a disciplinary action shall not be subject to appeal.

## **Demotion**

The City Manager may demote an employee, for disciplinary reasons, to any position with a lower salary range, provided the employee meets minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

## **Dismissal**

The continued tenure of each employee who has permanent status shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

## **Absence without Leave Separation**

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Nothing herein shall preclude the City from disciplining an employee for cause which consists of a course of conduct or history of performance.

Only full time employees, who are not on probation, shall have the right to appeal from disciplinary actions

In such cases the employee must, at the time of filing of the initial appeal, indicate which appeal procedure he/she is filing under. The designation of appeal procedure at the time of filing shall constitute a binding election of that appeals procedure and an irrevocable waiver and forfeiture of any and all rights of appeal procedure.

The written notice of appeal must:

- A. State the basis of the appeal.
- B. Be filed with the City's Human Resources designated office.

- C. Indicate which of the available appeal procedures the appeal is being filed.  
Appeals to arbitration shall only be filed by the Union

Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration.

Within ninety (90) calendar days of the receipt of the appeal to the City and the Union shall agree upon an arbitration hearing date. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of arbitrators from the California State Mediation and Conciliation Service. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any other issues not submitted to him.

The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer for the life of the Agreement. The arbitrator's fee and expenses, including cost of a transcript if so requested by the arbitrator, shall be borne by the losing party and shall be so stipulated by the arbitrator. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

### **Processing Disciplinary Appeals**

An employee acting in the capacity of union representative (**Steward**) shall be granted reasonable time off, no more than six (6) hours per month, with pay from regularly scheduled duty hours when:

1. Formally meeting and conferring with representatives of the City on matters within the scope of representation.
2. Testifying or appearing as the designated representative of the Union in conferences, hearings, or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed against the City or by the City against the Union.
3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.
  - a. The Union shall provide reasonable notification to the City requesting a leave of absence without loss of compensation.
  - b. For the purposes of this section, "designated representative" means an officer of the employee organization or a member serving in proxy of the employee organization.

If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon conclusion of his/her testimony. Under the provision no more than one employee

will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is grievant or subpoenaed by the grievant against the City shall be compensated under this section. Arbitration proceedings will be held on City property, as mutually agreed.

### **Personnel Records**

Employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the City. When any comment adverse to an employee's interest is entered into his/her official personnel record, the employee shall have the opportunity to read the adverse entry and provide a written response for inclusion in the record.

An employee, or representative of the Union, with prior written consent of the employee may, upon written request inspect and/or obtain a copy of any document within the employee's file during regular business hours.

Any disciplinary and/or adverse records within an employee's personnel file shall cease to be considered for purposes of progressive discipline after two (2) years. At the request of the employee, materials relating to disciplinary actions which are two (2) or more years old shall be removed provided there has been no reoccurrence of the conduct on which the original discipline was based. Performance evaluations shall be excluded from this provision.

Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status which have been in the employee's personnel file for five (5) years or more shall not be used. At the request of the employee, material relating to such disciplinary actions which are five (5) or more years old shall be removed, provided there has been no recurrence of the conduct on which the discipline was based.

### **Article XIV. Term**

The term of this Memorandum of Understanding shall commence from July 1, 2015 to June 30, 2018 when said Memorandum shall expire and be of no further force or effect.

## **Article XV. Separability**

If any article or section of this Memorandum of Understanding should be found invalid unlawful, or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the City and the Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

## **FULL UNDERSTANDING MODIFICATION, WAIVER**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding, agreements or past practice by the parties, whether formal or informal, in writing or verbal, regarding any such matters hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without charge unless modified subject to the meet and confer process.

The City assures the Union that unless changes are warranted by operational or financial necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and contained in this Memorandum.

Except as specifically prodded herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Manager, or if appropriate, the City Council.

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

If, during the term of this Agreement, and impasse is reached during the course of negotiations over wages, hours, or other terms and conditions of employment and the Union may request that the disputed differences be submitted to a fact finding panel. At

the end of the fact finding process, the City may impose its last, best, and final offer but only after holding a public hearing.

Date: 11/24/15

Date: 12.3.15

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 521

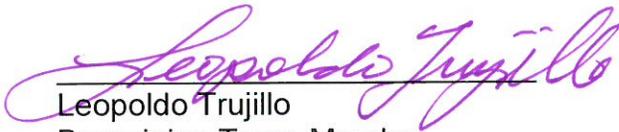
CITY OF GREENFIELD



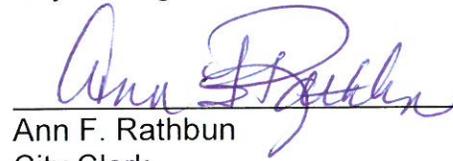
Mark Weirick  
Internal Organizer



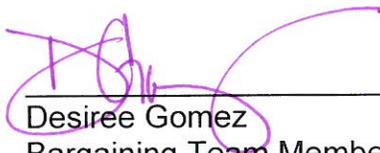
Susan A. Stanton, ICMA-CM  
City Manager



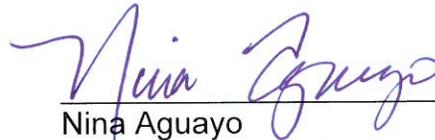
Leopoldo Trujillo  
Bargaining Team Member



Ann F. Rathbun  
City Clerk



Desiree Gomez  
Bargaining Team Member



Nina Aguayo  
Human Resource Manager



Arturo Felix  
PW Utilities Manager



Jeri L. Corgill, MPP  
Administrative Service Director

## Appendix A

### Recognized Employee Classifications

Pursuant to Sections 3500-3510 of the Government Code and City Resolution #74-44, the City certifies the Union as the recognized employee organization for a unit consisting of the following classifications:

- Customer Services Assistant
- Finance Technician
- Mechanic, Mechanic Assistant
- Office/Planning Technician
- Police Services Technician I, II
- Public Works Crew Leader
- Public Works Maintenance Worker
- Public Works Office Specialist
- Utility Maintenance Worker
- Water Technician

## Appendix B

### FY 2016 Salary Schedule\*

<u>SEIU Position</u>	<u>MONTHLY</u>		<u>ANNUAL</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Customer Services Assistant	2,808	3,583	33,694	42,994
Office/Planning Technician	3,176	4,055	38,115	48,658
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,338	4,260	40,051	51,117
Public Works Parks Maintenance Worker	3,338	4,260	40,051	51,117
Public Works Service Worker I	3,338	4,260	40,051	51,117
Public Works Service Worker II	3,906	4,408	46,870	52,896
Public Works Service Worker III	4,178	4,585	50,140	55,014
Public Works Service Worker IV	4,542	4,813	54,500	57,761
Finance Technician	3,595	4,587	43,138	55,041
Mechanic				

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\*Includes a wage adjustment of 7% for PERS offset and a 2% wage increase

## Appendix C

### FY 2017 Salary Schedule\*

<u>SEIU Position</u>	<u>Monthly Minimum</u>	<u>Monthly Maximum</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Customer Services Assistant	2,892	3,690	34,705	44,284
Office/Planning Technician	3,272	4,176	39,259	50,117
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,438	4,388	41,252	52,650
Public Works Parks Maintenance Worker	3,438	4,388	41,252	52,650
Public Works Service Worker I	3,438	4,388	41,252	52,650
Public Works Service Worker II	4,023	4,540	48,276	54,482
Public Works Service Worker III	4,304	4,722	51,644	56,665
Public Works Service Worker IV	4,678	4,958	56,135	59,494
Finance Technician	3,703	4,724	44,432	56,692

\*Includes a 3% wage increase effective July 1, 2017

## Appendix D

### FY 2018 Salary Schedule\*

<u>SEIU Position</u>	<u>MONTHLY</u>		<u>ANNUAL</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Customer Services Assistant	3,008	3,838	36,093	46,055
Office/Planning Technician	3,402	4,344	40,829	52,122
Office Specialist II				
Police Services Technician II				
Public Works Office Specialist II				
Public Works Service Worker				
Water Technician	3,575	4,563	42,903	54,756
Public Works Parks				
Maintenance Worker	3,575	4,563	42,903	54,756
Public Works Service Worker I	3,575	4,563	42,903	54,756
Public Works Service Worker II	4,184	4,722	50,207	56,662
Public Works Service Worker III	4,476	4,911	53,710	58,932
Public Works Service Worker IV	4,865	5,156	58,380	61,874
Finance Technician	3,851	4,913	46,209	58,960

\*Includes a 4% wage increase effective July 1, 2018

Appendix E

**Public Works Service Worker  
Pay for Performance**

	FY 2015-16		FY 2016-17		FY 2017-18	
	Min	Max	Min	Max	Min	Max
<b>Public Works Service Worker I</b>	3,338	4,260	3,438	4,388	3,575	4,563
Heavy Equipment Operation Lift Operator Class B Driver's License Flagg Safety Confined Space						
<b>Public Works Service Worker II</b>	3,906	4,408	4,023	4,540	4,184	4,722
<b>Career Tract A:</b> Water Distribution 1 Back Flow Certification Qualified Applicator Certified <b>Career Tract B:</b> Wastewater Operator In Training Wastewater Collection 1 Qualified Applicator Certified						
<b>Public Works Service Worker III</b>	4,178	4,585	4,304	4,722	4,476	4,911
Water Distribution 2 Water Treatment 1 Wastewater Treatment 1 Wastewater Collection 2						
<b>Public Works Service Worker IV</b>	4,542	4,813	4,678	4,958	4,865	5,156
Water Distribution 3 Water Treatment 2 Wastewater Treatment 2 Wastewater Collection 3 Cross Connection						

## Appendix F

### PAY FOR PERFORMANCE TESTING AND CERTIFICATION REQUIREMENTS

PW Service Worker I	PW Service Worker II	PW Service Worker III	PW Service Worker IV
<b>Minimum Requirements</b>	<b>WATER DISTRIBUTION - 1</b>	<b>WATER DISTRIBUTION - 2</b>	<b>WATER DISTRIBUTION - 3</b>
Heavy Equipment Operator, Lift Operator, Class B Driver License, Flag Safety and Confined Space Training	HIGH SCHOOL OR GED	HIGH SCHOOL OR GED AND COMPLETION OF FUNDAMENTS OF WATER SUPPLY	POSSESAION OF WATER DISTRIBUTION 2 FOR TWO YEARS AND COMPLETION OF CLASS: 1) WATER DISTRIBUTION AND 2) SMALL WATER SYSTEMS
	<b>CWEA WASTEWATER COLLECTION -1</b>	<b>CWEA WASTEWATER COLLECTION-2</b>	<b>CWEA WASTEWATER COLLECTION -3</b>
	LEAST ONE YEAR WORKING AS A COLLECTION SYSTEM MAINTENANCE (TECHNOLOGIST)	HOLD GRADE 1 COLLECTION SYSTEM MAINTENANCE I CERTIFICATE FOR ONE YEAR AND TWO YEARS OF COLLECTION SYSTEM MAINTANCE	HOLD GRADE 2 COLLECTION SYSTEM MAINTENANCE CERTIFICATE FOR ONE YEAR
	<b>QUALIFIED APPLICATOR CERTIFIED</b>		
	APPLY and PASS TEST administered by State of Cal. Department of Pesticide		
	<b>CLASS A</b>	<b>WATER TREATMENT- 1</b>	<b>WATER TREATMENT- 3</b>
	160 HOUR/ Driver Training COURSE HANDS ON TEST AND WRITTEN TEST DMV	HIGH SCHOOL OR GED REQUIRED TO APPLY FOR TEST	HIGH SCHOOL OR GED AND ONE CLASS: WATER TREATMENT PLANT OPEATOR
	<b>GENERAL BACKFLOW TESTER</b>		<b>CROSS CONNECTION</b>
	40 Class: General Backflow Tester PLUS PRACTICAL HANDS ON TEST AND WRITTEN TEST		PASS TEST "CROSS CONNECTION CONTROL SPECIALIST PLUS THREE YEARS BACKFLOW TESTER CERTIFICATE
	<b>WASTEWATER OIT</b>	<b>WASTEWATER- 1</b>	<b>WASTEWATER- 2</b>
	An average of 40 hours worked per week by an operator or operator-in-training at a wastewater treatment plant while performing job duties that meet the definition of qualifying experience. Any used paid vacation or sick leave earned as a result of hours spent performing job duties that meet the definition of qualifying experience may be counted toward full-time employment. In no case, however, may an operator or operator-in-training be considered to be working full time if he or she spends less than 1,800 hours per year performing duties defined as qualifying experience	<b>MUST HAVE COMPLETED THE WASTEWATER OPERATOR IN TRAINING REQUIREMENTS</b>	An average of 40 hours worked per week by an operator or operator-in-training at a wastewater treatment plant while performing job duties that meet the definition of qualifying experience. Any used paid vacation or sick leave earned as a result of hours spent performing job duties that meet the definition of qualifying experience may be counted toward full-time employment. In no case, however, may an operator or operator-in-training be considered to be working full time if he or she spends less the 1,800 hours per year performing duties defined as qualifying experience
	HIGH SCHOOL OR GED AND WASTEWATER PLANT OPERATOR I		
<b>18 Months in Grade</b>	<b>MINIMUM 2 YEARS AS A GRADE PW-TRAINEE</b>	<b>MINIMUM 2 YEARS AS A GRADE PW-II</b>	<b>MINIMUM 3 YEARS AS A GRADE PW III</b>

## Anthem BC Bronze Select

Carrier Zone 09 (1 KAW-HSA5500)

Age	2016 Anthem Rate			2017 Anthem Rate *			2018 Anthem Rate **		
	Rate	Change	+/-	Rate	Change	+/-	Rate	Change	+/-
0-20	172.37	-	-	187.88	-	-	204.79	-	-
21	271.45	(99.08)	-	295.88	(108.00)	-	322.51	(117.72)	-
22	271.45	-	-	295.88	-	-	322.51	-	-
23	271.45	-	-	295.88	-	-	322.51	-	-
24	271.45	-	-	295.88	-	-	322.51	-	-
25	272.54	1.09	0.40%	297.07	1.19	0.40%	323.80	1.30	0.40%
26	277.96	5.42	1.99%	302.98	5.91	1.99%	330.24	6.44	1.99%
27	284.48	6.52	2.35%	310.08	7.11	2.35%	337.99	7.75	2.35%
28	295.07	10.59	3.72%	321.63	11.54	3.72%	350.57	12.58	3.72%
29	303.75	8.68	2.94%	331.09	9.46	2.94%	360.89	10.31	2.94%
30	308.1	4.35	1.43%	335.83	4.74	1.43%	366.05	5.17	1.43%
31	314.61	6.51	2.11%	342.92	7.10	2.11%	373.79	7.73	2.11%
32	321.13	6.52	2.07%	350.03	7.11	2.07%	381.53	7.75	2.07%
33	325.2	4.07	1.27%	354.47	4.44	1.27%	386.37	4.84	1.27%
34	329.54	4.34	1.33%	359.20	4.73	1.33%	391.53	5.16	1.33%
35	331.71	2.17	0.66%	361.56	2.37	0.66%	394.10	2.58	0.66%
36	333.88	2.17	0.65%	363.93	2.37	0.65%	396.68	2.58	0.65%
37	336.06	2.18	0.65%	366.31	2.38	0.65%	399.27	2.59	0.65%
38	338.23	2.17	0.65%	368.67	2.37	0.65%	401.85	2.58	0.65%
39	342.57	4.34	1.28%	373.40	4.73	1.28%	407.01	5.16	1.28%
40	346.91	4.34	1.27%	378.13	4.73	1.27%	412.16	5.16	1.27%
41	353.43	6.52	1.88%	385.24	7.11	1.88%	419.91	7.75	1.88%
42	359.67	6.24	1.77%	392.04	6.80	1.77%	427.32	7.41	1.77%
43	368.36	8.69	2.42%	401.51	9.47	2.42%	437.65	10.32	2.42%
44	379.22	10.86	2.95%	413.35	11.84	2.95%	450.55	12.90	2.95%
45	391.97	12.75	3.36%	427.25	13.90	3.36%	465.70	15.15	3.36%
46	407.18	15.21	3.88%	443.83	16.58	3.88%	483.77	18.07	3.88%
47	424.28	17.10	4.20%	462.47	18.64	4.20%	504.09	20.32	4.20%
48	443.82	19.54	4.61%	483.76	21.30	4.61%	527.30	23.22	4.61%
49	463.09	19.27	4.34%	504.77	21.00	4.34%	550.20	22.89	4.34%
50	484.81	21.72	4.69%	528.44	23.67	4.69%	576.00	25.81	4.69%
51	506.25	21.44	4.42%	551.81	23.37	4.42%	601.48	25.47	4.42%
52	529.87	23.62	4.67%	577.56	25.75	4.67%	629.54	28.06	4.67%
53	553.76	23.89	4.51%	603.60	26.04	4.51%	657.92	28.38	4.51%
54	579.55	25.79	4.66%	631.71	28.11	4.66%	688.56	30.64	4.66%
55	605.33	25.78	4.45%	659.81	28.10	4.45%	719.19	30.63	4.45%
56	633.29	27.96	4.62%	690.29	30.48	4.62%	752.41	33.22	4.62%
57	661.52	28.23	4.46%	721.06	30.77	4.46%	785.95	33.54	4.46%
58	691.65	30.13	4.55%	753.90	32.84	4.55%	821.75	35.80	4.55%
59	706.58	14.93	2.16%	770.17	16.27	2.16%	839.49	17.74	2.16%
60	736.72	30.14	4.27%	803.02	32.85	4.27%	875.30	35.81	4.27%
61	762.77	26.05	3.54%	831.42	28.39	3.54%	906.25	30.95	3.54%
62	779.88	17.11	2.24%	850.07	18.65	2.24%	926.58	20.33	2.24%
63	801.32	21.44	2.75%	873.44	23.37	2.75%	952.05	25.47	2.75%
64	814.35	13.03	1.63%	887.64	14.20	1.63%	967.53	15.48	1.63%

Note: Rates shown for 2017 are based on 2016 rates increased by 9%

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