MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EUREKA

AND

EUREKA CITY EMPLOYEES' ASSOCIATION

February 7, 2017

to

February 7, 2020

SUMMARY OF REVISIONS

ECEA MOU

(February 7, 2017 to February 7, 2020)

The items summarized below are revisions agreed upon and included in the attached ECEA Memorandum of Understanding submitted for Council approval:

1. **Introduction**. Removes outdated language in Section B referencing implementation of the Koff classification study (2007).

2. **Article 1. Term**. Establishes an agreement term through February 7, 2020.

3. **Article 2. Salaries**.
   a. Provides 1% COLA in January 2018 and 1% in January 2019.
   b. Provides longevity incentives in May 2018 of 1% for 5 years, 2% for 10 years and 3% for 15 years.
   c. Removes Section B thus eliminating the 6th step in the salary schedule which is 5% lower than Step 1, thus leaving the standard 5 steps for all ECEA positions.
   d. Removes Section A to cleanup outdated language referencing one-time payments to ECEA employees through the 2014 MOU.

4. **Article 6. Uniform Allowance**. Removes outdated language in Section B referencing timing of boot allowance for eligible employees.

5. **Article 7. Retirement Plan**. Establishes an additional 1% employee contribution toward City's annual PERS employer contribution costs to begin the first full pay period following MOU adoption, and provides cleanup language consistent with the Public Employees' Pension Reform Act (PEPRA) legislation that was effective January 1, 2013.

6. **Article 8. Health Benefit**. Provides cleanup language clarifying that increased opt-out payments to ECEA employees started with the 2014 MOU.

7. **Article 11: Educational Reimbursement Program**. Increases reimbursement from $300 to $1,000 annually.

8. **Article 14. Employee Sick Leave**. Updates section number found in CA Public Employees' Retirement Law (PERL) which provides that employees may convert unused sick leave to PERS service credit upon retirement.

9. **Article 15. Employee Family Sick Leave**. Updates Article with cleanup language consistent with CA Paid Sick Leave legislation allowing employees a leave of absence to provide care for family members.

10. **Article 18. Employee and Employee Association Rights and Responsibilities**. Adds language to Section D allowing representatives of ECEA officers to access employee work locations.

11. **Article 19. Grievance Procedure**. Provides language stating that the ECEA proposal to revise the Grievance Procedure shall be discussed as part of separate negotiations on updating the City's Personnel Rules, Regulations and Policies.

12. **Article 42. Leaves of Absence**. Revises Section 7 (Unauthorized Leave) to provide that unauthorized leave for two (2) consecutive working days shall be considered an automatic resignation.

13. **Article 48. Ratification and Execution**. Updates signatories and dates of execution.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EUREKA

AND

EUREKA CITY EMPLOYEES' ASSOCIATION

REGARDING SALARIES AND SUPPLEMENTAL BENEFITS FOR

FEBRUARY 7, 2017 to FEBRUARY 7, 2020

A. In accordance with the provisions of the Meyers-Milias Brown Act, Section 3500 et. seq. of the Government Code of the State of California, the authorized representatives of the City of Eureka, herein called City, have met and conferred in good faith with the authorized representatives of the Eureka City Employees' Association, herein called ECEA, regarding salaries and supplemental benefits.

B. The City hereby recognizes the Eureka City Employees' Association as the representative for employees working in the classifications listed on the following page and such other classifications as may be created during the term of this agreement that are not filled by employees properly designated as "Confidential Employee" or "Management Employee" and/or that are not property allocated to a bargaining unit not represented by ECEA. Said classifications may be deleted from time to time as provided in Employer- Employee Relations Resolution 6708.

The parties agree that recognition is intended to extend to all regular City Council allocated positions, whether full-time or part-time, in the classes listed on the following page. Regular City Council allocated position is defined to mean those positions approved by the City Council and subject to the provisions of the City's Personnel Rules and this Memorandum of Understanding. These positions are in the classified/competitive service as compared to Temporary, Seasonal and Extra Help positions, which are not. No person employed by the City in a Temporary, Seasonal or Extra Help status, in an ECEA-represented class, shall be subject to the provisions of this MOU or be eligible for the benefits provided therein.

C. The following points of agreement represent those which the ECEA and City representatives mutually agree are fair and reasonable and are recommended for adoption.

ARTICLE 1 - TERM - ECEA

The terms and conditions of this Agreement shall begin on February 7, 2017 and continue through February 7, 2020, at 12:00 p.m. unless otherwise specified herein.

ARTICLE 2 - SALARIES - ECEA

A. Cost of Living Adjustment

Effective the first full pay period beginning in January 2018, all employees shall begin receiving a one percent (1%) base salary increase on their regular paychecks.
Effective the first full pay period beginning in January 2019, all employees shall begin receiving an additional one percent (1%) base salary increase on their regular paychecks (for a total of two percent (2%).

B. Longevity/Retention Base Salary Increase

Effective the first full pay period beginning in May 2018, ECEA employees shall receive a longevity/retention base salary increase on their regular paychecks in accordance with the following schedule:

1. ECEA employees with five (5) years of continuous service with the City of Eureka shall begin receiving a one percent (1%) base salary increase.

2. ECEA employees with ten (10) years of continuous service with the City of Eureka shall begin receiving a two percent (2%) base salary increase.

3. ECEA employees with fifteen (15) years of continuous service with the City of Eureka shall begin receiving a three percent (3%) base salary increase.

ARTICLE 3 - OVERTIME AND CALL-BACK - ECEA

A. The City has the right to assign and schedule overtime for ECEA represented employees. Whenever possible, overtime shall be assigned first to those employees who willingly volunteer for such overtime assignments.

An eligible employee shall receive overtime compensation for all time worked in excess of the normal forty (40) hours in a normal work week schedule of seven days. As designated by the employee, overtime shall be compensated either in cash at the rate of one and one-half (1-1/2) times the basic authorized rate of pay of the employee at the time of payment or, in compensatory time off to be accumulated and used or paid at a later time as provided in this Article at the rate of one and one-half (1-1/2) times the time worked.

B. All overtime not designated for cash payment shall be accumulated as compensating time off. An employee may accumulate no more than 60 hours of compensating time off except as herein provided below. In the event an employee has 60 hours of compensating time off accumulated, any overtime thereafter earned shall be paid in cash. Effective the first full pay period following adoption of this MOU, compensating time off (CTO) shall be increased from a 60 hour maximum limit to a 100 hour maximum limit. In the event an employee has 100 hours of CTO accumulated, any overtime thereafter earned shall be paid in cash.

C. At the option of either the employee or the City, all or part of any compensating time off accumulated by an employee may be paid in cash in the last pay period of the calendar year. All compensating time off accumulated by an employee shall be paid in cash at the time the employee separates from City employment.

D. All or part of any compensating time off accumulated by an employee may be used by an employee at a time mutually agreed to by the employee and the employee's supervisor.

E. An employee who is scheduled to report to work prior to the beginning of their regularly scheduled workday, or to remain at work after the end of their regularly scheduled workday, will be entitled to either overtime or compensating time off for all time worked beyond their regular shift. However, an employee who returns to work because of an unscheduled departmental request made after or prior to the regularly scheduled workday, shall be credited with three hours minimum callback plus any excess time worked. Once the employee begins their regularly scheduled shift, then normal wage resumes. It is understood that the three (3) hours overtime minimum described above is compensated at the one and one half (1.5) time premium rate, thereby equating to 4.5 hours of compensation.

An employee who is required to return to work a second time within three (3) hours of the time worked under the conditions set out above, shall not receive an additional three (3) hours minimum credit for such second call, but shall be compensated for actual hours worked. A second call-back occurring three hours after the first call to return to work shall be considered call-back and shall be compensated with an additional 3-hour minimum credit for such second call. In both cases referenced above, the three-hour period begins at the time the first call-back is received.

F. Staff meetings that cannot be scheduled during regular working hours shall be considered overtime, not call-back. Training sessions which cannot be scheduled during regular working hours shall be considered overtime when mandated by the Department Head. No overtime may be earned for Staff meetings and training sessions without prior approval of the Department Head or his/her designee. To the greatest degree possible, the City will endeavor to schedule Staff meetings or training during an employee's normal work hours, or before, or after an employee's shift. In those cases where such scheduling is not possible, the City will attempt to provide 72 hours advance notice of Staff meetings or training.

ARTICLE 4 – STANDBY – ECEA

A. Standby shall be assigned to qualified employees in the Water Distribution, Sewer Collection, Water Treatment, and Wastewater Treatment Divisions year-round on a weekly basis. Employees on standby will be issued a cell phone and response vehicle. They must respond by phone immediately when called, and must be at the job site within thirty (30) minutes of being called. Effective the first full pay period following adoption of this MOU, standby pay shall be increased to a total of $200 per week, and employees will also receive call-back pay as described in Article 3.

B. Standby may be assigned to employees of other Public Works divisions as necessary, and the provisions of "A" above will apply.

C. Standby may also be assigned to ECEA-represented employees in departments other than Public Works. These employees will receive one 8-hour day of compensating time off for each week they are on standby. If called out while on Standby, these employees will receive call-back pay as described in Article 3.

ARTICLE 5 - TOOL MAINTENANCE ALLOWANCE - ECEA

A. The following employee classifications represented by the Association, who are required to furnish their own tools, shall be paid up to the following amounts per calendar year as reimbursement for repair, replacement, or purchase of tools necessary for the proper performance of City duties:

Classification: Equipment Mechanic I; Equipment Mechanic II; Equipment Services Technician

The following amounts shall be paid per calendar year:

$300 the first year of employment
$400 the second year of employment
$750 the third year of employment and beyond.

As specified above, "the first year of employment" begins upon the date of hire; "the second year of employment" begins the day following completion of the first full year of employment; and "the third year of employment" begins the day following completion of the second full year of employment.

B. The specified reimbursement amounts in Item A are maximum limits, not guaranteed payments. Eligible employees will receive reimbursement only for the exact amount(s) specified on submitted receipts, up to the applicable limit.

C. Claims by such employees for damaged or lost tools above the sums outlined above are expressly waived.

D. Claims under this article shall be made and are subject to the approval of the appropriate department head.

E. Receipts for a given calendar year must be received no later than the last calendar day of that year, and will be credited to that calendar year even if reimbursement is made in the next calendar year (i.e., if a receipt is submitted on December 31 and paid on January 7 of the next year, the reimbursement is for the calendar year ending on December 31).

F. In the event an employee terminates City employment for any reason prior to the completion of the probationary period, all tools procured through the use of the Tool Maintenance Allowance shall be remitted to the City, except for tools procured to replace tools furnished by the employee.

G. The City and ECEA acknowledge that the Tool Maintenance Allowance as outlined above is a fair compensation for repair, replacement or purchase of the tools used by the specific classifications and that future increases in the Tool Maintenance Allowance will be limited to a figure based upon a fair measure of an inflationary increase in the cost of such tools.

ARTICLE 6 - UNIFORM ALLOWANCE - ECEA

A. Whenever an employee serving or acting in the position of Parking Enforcement Officer is required to have or while on duty to wear, a full distinctive uniform, they shall be paid for the maintenance, repair and replacement of said uniform at the rate of $33.00 per month.

B. Employees eligible for boot allowance shall also include employees in the following divisions:

1. Parks
2. Harbor Maintenance (not Wharfinger)
3. Wastewater Treatment
4. Water Treatment

ARTICLE 7. - RETIREMENT - ECEA

A. Retirement benefits constitute a continuation of existing benefits. The City agrees to continue those PERS Retirement Benefits contained in the PERS contract, as of June 30, 2000.

B. Effective the first full pay period beginning in February 2014, employees shall begin a deduction of 1% of salary that is subject to PERS as a contribution towards the City's PERS employer rate costs. Effective the last full pay period beginning in June 2015, this deduction shall increase to a total of 2% of salary that is subject to PERS. Effective the first full pay period following adoption of the 2017-2020 MOU, this deduction shall increase to a total of 3% of salary that is subject to PERS. Said deductions shall be on a pre-tax basis.

C. The 7% employee PERS contribution formerly paid by the City on the employee's behalf will be included in the employee's salary and will be paid by the employee.

D. The City agreed to amend the PERS contract to provide retirement calculation based on the one-year final compensation formula, rather than the three-year average compensation formula, for Miscellaneous PERS members.

E. The City agreed to amend the PERS contract to provide the 2.7% @ 55 formula for Miscellaneous PERS members. The parties agreed that the City shall be responsible for assuming those increased costs associated with an increase in the Employer Contribution Rate as determined by PERS, and the Employees shall be responsible for assuming the 1% increase in the Employee Contribution Rate (from 7% to 8%) required for the 2.7% @ 55 formula. ECEA also agreed to a six (6) month extension of that current MOU, from June 30, 2003, to December 31, 2003.

F. During the term of the Agreement, each party will meet at the request of the other party to discuss retirement options with the understanding that such discussions may only be about retirement options that are cost-neutral to the City. Such discussions will not be considered meet and confer sessions nor shall this Agreement be considered reopened for the purpose of such discussions.

G. It is understood by the parties that employees hired by the City after January 1, 2013, may be covered by different PERS formulas than those described in A, C, D and E above pursuant to the California Public Employees' Pension Reform Act (PEPRA) and all applicable amendments thereto.

H. <u>PEPRA and Employee PERS Contributions</u>
The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law (PERL) amendments in Assembly Bill (AB) 340 became law on September 12, 2012, and the provisions were effective January 1, 2013.

The ECEA and the City agree to implement all PEPRA provisions and all applicable amendments thereto. Effective January 1, 2013, PERS "Miscellaneous" employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new "Miscellaneous" pension formula 2% @ 62, with a 3-year final compensation period.

"Classic Miscellaneous members" defined as those employees hired prior to January 1, 2013, will retain the 2.7% @ 55 Miscellaneous PERS formula with an 8% member contribution with a 1-year final compensation period.

Employee member contributions shall be on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

The PEPRA defines a "new member" as:

a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.

b. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another CA public retirement system.

c. A member who first establishes CalPERS membership prior to January 1, 2013 and who is rehired by a different CalPERS employer after a break in service of greater than six months.

ARTICLE 8 - HEALTH BENEFIT - ECEA

A. The initial full side letter agreement between the City and ECEA regarding health insurance benefits is attached to this MOU, and the items included in this Article represent a partial summary of, and these subsequent amendments to, the terms of that side letter.

B. The monthly financial obligation of the City and of the employee for health insurance premiums for ECEA-represented shall be as follows:

1. Insurance Plan: Teamsters, Plan E with HSA (Health Savings Account) or HRA (Health Reimbursement Account).

2. Employee contributions shall be 20% of the total premium. The City will pay the remaining 80% of the medical premiums according to the medical plan and coverage selected by the employee. Total monthly contribution includes premium, and the required employer HSA or HRA contribution.

NOTE: Every ECEA represented employee may elect to Opt Out of medical and prescription coverage but MUST be enrolled in Vision and Dental. If enrolled in Medical, <u>only</u> employee and those dependents enrolled are covered by vision and dental. For Opt Out employees, employee and <u>all</u> dependents are covered.

Effective the first full pay period following adoption of the 2014 MOU, employees who choose to opt out of health insurance coverage due to having other coverage available to them will receive a payment of $300 per month. In order to be eligible to opt out, employees must comply with the appropriate provisions of the plan, provide proof of other insurance, and sign an agreement holding the City and ECEA harmless.

Employees may not opt out of the dental and vision coverage. Employees opting out of medical insurance will have a payroll deduction equal to the monthly difference between the premium cost for the Teamster Dental and Vision Plan and the City sponsored Dental and Vision Plan.

The City agrees to pay the entire deductible/contribution to the HSA or HRA account of each participating employee. The City agrees to "frontload" the deductible/HSA or HRA contribution for all participating employees. All employees participating in health insurance coverage must sign a form authorizing the City to deduct any applicable frontloaded monies from their final paycheck. Should a separating employee's final paycheck be inadequate to cover the amount to be deducted, ECEA agrees to provide any difference to the City up to the total.

C. During the term of this MOU, the parties agree to reopen negotiations upon notification of any plan changes.

D. The City is willing to discuss the establishment of a Flexible Benefits Plan.

ARTICLE 9 - LIFE INSURANCE - ECEA

A. During the term of this agreement, the City shall continue to provide a $5,000 life insurance policy for each eligible employee, and a $1,000 policy for each eligible dependent.

ARTICLE 10 - FRINGE BENEFIT ADMINISTRATION - ECEA

A. Administration

The City reserves the right to select the insurance carrier(s) or administer any fringe benefit programs that exist during the term of this agreement.

B. Selection and Funding

In the administration of the fringe benefit program the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Agreement, provided that the level of benefits provided employees shall be substantially equivalent to those in existence at the execution of this agreement.

C. If, during the term of this Agreement, any change of insurance carrier(s) or method of funding for any benefits provided hereunder occurs, the City shall provide to the E.C.E.A., written notice of at least 30 days. The City further agrees to meet and discuss said changes with this Association.

ARTICLE 11 - EDUCATIONAL REIMBURSEMENT PROGRAM - ECEA

A. The City of Eureka encourages and supports educational and training programs that provide regular full-time employees the opportunity for personal career development, and directly benefit the City by increasing the technical, professional, and managerial competency of its regular staff. Towards this end, the City will assist in the reimbursement for courses which directly relate to the employee's present position OR promotion within the City service.

During the term of this MOU, the maximum aggregate limit for all eligible ECEA employees shall not exceed three thousand dollars ($3,000.00) per calendar year.

Reimbursement under the program shall be limited to the maximum annual aggregate amounts provided pursuant to the appropriate MOU provision for represented employees.

Reimbursement shall be limited to Two Hundred Dollars ($200.00) per course or Fifty Dollars ($50.00) per semester or quarter unit, whichever amount is greater, not to exceed One Thousand Dollars ($1000.00) per individual employee per calendar year. In addition, reimbursement may include fifty percent (50%) reimbursement for the cost of required textbooks in the event that such amount does not exceed the maximum limit allowed per course.

B. Regular part-time (RPT) employees shall be eligible to participate in the Educational Reimbursement Program based on a maximum annual reimbursement not to exceed the same percentage of their full-time equivalent (FTE). For instance, an RPT employee at .66 FTE may receive up to .66% of the maximum annual reimbursement.

C. Reimbursement for correspondence courses from accredited institutions, and for educational and training programs constituting regular courses which are given by high schools in evening or adult sessions and by Humboldt State University and College of the Redwoods, without travel, per diem or time away from employment being involved, shall be administered under this program by the Personnel Director. The following provisions apply:

1. Application for reimbursement shall be made on a form prescribed by the Personnel Director. Applicants shall comply with the instructions contained on such form.

2. Such application must be presented to the Personnel Director, with prior recommendations for approval by the applicant's immediate supervisor and department head, within one month after the start of the academic period (or, in the case of a correspondence course, within one month after enrollment). The employee shall clearly state the way in which the department or the City can utilize the additional skills or knowledge of the employee upon completion of the academic training.

3. Approval of enrollment shall be granted by the Personnel Director if the facts show that the application meets the above policy.

4. Approval for reimbursement shall be granted by the Personnel Director upon being presented evidence, as deemed appropriate, of satisfactory completion of the course. "Satisfactory completion" of a course means the receipt of a grade of "C" or better in a graded course, or a completion certificate, or "Credit" in a course in which no grades are given.

5. The Director of Finance, upon being notified of the amount of reimbursement approved hereunder by the Personnel Director, shall make payment of the approved amount to the appropriate individual. The Director of Finance may require a claim and such other documentation as is legally necessary.

6. All reimbursement which is made pursuant to this paragraph shall be charged to the budget of the Educational Reimbursement Program.

7. Time spent in attending any course taken pursuant to this paragraph and studying and preparing lessons therefor shall not be considered as time worked for the City.

D. In the case of institutes, seminars, and conferences which do not constitute regular courses which are given by high schools in evening or adult sessions or by Humboldt State University or College of the Redwoods, permission to attend shall be in accordance with all City policies and procedures regarding training and travel. Reimbursement and direct expenses related to this type of training shall be charged to the budget of the department of the individual attending the institute, seminar, conference, or course.

E. Payment to qualified employees who successfully complete approved courses will be made by the second pay period in February. To be eligible for payment under this program, an employee is required to submit the following:

1. An educational reimbursement application in accordance with section C.2 above.

2. Receipt(s) showing the cost of the course(s) and evidence of payment. A photo copy of a cancelled check made out to the school, an enrollment receipt from the admissions office, or other similar document will meet this requirement. In the event that reimbursement for text books is also being claimed, pursuant to Section A, above, proper receipts must be submitted.

3. A grade report issued by the school showing successful completion of the approved course(s) must be submitted pursuant to Section ~~2D~~ C4, above. The Personnel Director may accept such other documentation as evidence of successful completion as deemed appropriate.

It is the employee's responsibility to insure that all requirements for reimbursement have been met, including the timely filing of the application and receipts. ALL receipts and grade reports must be submitted to the Personnel Director no later than the last working day in January of the year following completion of the course.

F. Payment of claims shall be in accordance with the following guidelines and within the limits described in Section A, above.

1. In the event the total of all claims approved under this program does not exceed the maximum prescribed annual aggregate limits, each employee shall receive reimbursement to the maximum amount allowed per course(s) up to the maximum limit per employee per year.

2. In the event the total of all claims approved under this program exceeds the maximum prescribed annual aggregate limits, each employee shall receive a pro rata share of the total amount available as a percentage of each employee's claim. For example, if $3,000 is available for reimbursement, and $4,000 in claims is made, each employee would receive 75% of their reimbursement claim

3. Payment will be made for approved courses that end in the calendar year. When a course begins in one calendar year, but ends in another calendar year, reimbursement will be credited to the year in which the course ended. This shall also apply to any approved course that may be self-pacing.

ARTICLE 12 - HOLIDAYS - ECEA

A. The following are those holidays which employees shall be granted during the term of this MOU. Employees will only be credited with Holidays as the Holidays occur, and the practice of "front loading" all Holidays at the beginning of the year will cease.

1. January 1 - New Years Day
2. Third Monday in January - Martin Luther King's Birthday
3. Third Monday in February - Presidents Day
4. Last Monday in May - Memorial Day
5. July 4 - Independence Day
6. First Monday in September - Labor Day
7. November 11 - Veterans' Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. December 25 - Christmas Day
11. Three Personal Holidays
12. Subject to approval by the City Council, every day appointed by the President of the United States, Governor of California or City Council as a public fast, thanksgiving or public holiday.

All ECEA represented employees shall be entitled to the paid scheduled holidays listed above provided they are in a paid status during any portion of the working day immediately preceding or succeeding the scheduled holiday. A new employee whose first working day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last day is the day before a paid scheduled holiday shall not be paid for that holiday.

B. If January 1, July 4, November 11 or December 25 falls upon a Saturday or Sunday, the Friday preceding the Saturday or the Monday following the Sunday shall be a holiday.

6. All reimbursement which is made pursuant to this paragraph shall be charged to the budget of the Educational Reimbursement Program.

7. Time spent in attending any course taken pursuant to this paragraph and studying and preparing lessons therefor shall not be considered as time worked for the City.

D. In the case of institutes, seminars, and conferences which do not constitute regular courses which are given by high schools in evening or adult sessions or by Humboldt State University or College of the Redwoods, permission to attend shall be in accordance with all City policies and procedures regarding training and travel. Reimbursement and direct expenses related to this type of training shall be charged to the budget of the department of the individual attending the institute, seminar, conference, or course.

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3. A grade report issued by the school showing successful completion of the approved course(s) must be submitted pursuant to Section C4, above. The Personnel Director may accept such other documentation as evidence of successful completion as deemed appropriate.

It is the employee's responsibility to insure that all requirements for reimbursement have been met, including the timely filing of the application and receipts. ALL receipts and grade reports must be submitted to the Personnel Director no later than the last working day in January of the year following completion of the course.

F. Payment of claims shall be in accordance with the following guidelines and within the limits described in Section A, above.

1. In the event the total of all claims approved under this program does not exceed the maximum prescribed annual aggregate limits, each employee shall receive reimbursement to the maximum amount allowed per course(s) up to the maximum limit per employee per year.

2. In the event the total of all claims approved under this program exceeds the maximum prescribed annual aggregate limits, each employee shall receive a pro rata share of the total amount available as a percentage of each employee's claim. For example, if $3,000 is available for reimbursement, and $4,000 in claims is made, each employee would receive 75% of their reimbursement claim

3. Payment will be made for approved courses that end in the calendar year. When a course begins in one calendar year, but ends in another calendar year, reimbursement will be credited to the year in which the course ended. This shall also apply to any approved course that may be self-pacing.

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10. December 25 - Christmas Day
11. Three Personal Holidays
12. Subject to approval by the City Council, every day appointed by the President of the United States, Governor of California or City Council as a public fast, thanksgiving or public holiday.

All ECEA represented employees shall be entitled to the paid scheduled holidays listed above provided they are in a paid status during any portion of the working day immediately preceding or succeeding the scheduled holiday. A new employee whose first working day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last day is the day before a paid scheduled holiday shall not be paid for that holiday.

B. If January 1, July 4, November 11 or December 25 falls upon a Saturday or Sunday, the Friday preceding the Saturday or the Monday following the Sunday shall be a holiday.

C. Any employee who is required to work on any of the listed holidays set forth in this article, except those listed below, and who does work on such holiday, shall be paid at his/her regular rate of pay plus hour for hour straight time equivalent (to a maximum of 8 hours) accumulated as compensating time off in a holiday time bank. The time in which such holiday may be taken shall be at a mutually convenient time. Any holiday time not taken shall be paid to the employee in a lump sum at the close of the fiscal year.

For those ECEA-represented employees assigned or required to work on the 4th of July, Thanksgiving, and/or Christmas (when one of these holidays falls on an employee's regularly scheduled work day), they shall be paid at the time and one half rate for all hours worked on that holiday.

Any employee who is required to perform his/her duties on a holiday or a day designated as a holiday in lieu of the official holiday, or on both such days, shall be entitled to receive compensation for one (1) day only.

D. When a holiday falls on an employee's scheduled day off and the employee is not required to work, the employee, at the option of the City Manager, shall be credited with a day of holiday pay to be taken off at a time directed by the Department Head, or paid an extra day's pay at straight time.

E. Personal holidays may be taken at a time mutually agreed to by the employee and the employee's supervisor. In the event one or more personal holidays are not taken by an employee within a calendar year, the holiday(s) shall be accumulated as vacation leave to the maximum allowed under Article 12.

Newly hired employees shall receive a prorated share of the personal holidays authorized, pursuant to section A above, based upon the number of pay periods remaining in the calendar year from the date of hire.

F. The City Council may declare and establish special holidays for City officers and employees.

ARTICLE 13 - VACATION LEAVE - ECEA

A. The purpose of the annual vacation leave is to enable each eligible employee annually to return to his/her work mentally refreshed. All employees in the competitive service shall be entitled to annual vacation leave with pay except: employees still serving their probationary period in the service of the City. However, vacation credits for the probationary period shall be granted to each such employee upon permanent employment, or upon completing six (6) months probationary service.

B. All eligible employees shall earn vacation time as outlined by the following schedule:

YEARS OF SERVICE	VACATION ACCRUAL RATE
1st Thru 2nd	12 working days per year
3rd Thru 4th	13 working days per year
5th Thru 6th	14 working days per year
7th Thru 8th	16 working days per year
9th Thru 10th	17 working days per year
11th Thru 12th	18 working days per year
13th Thru 14th	19 working days per year
15th Thru 16th	20 working days per year
17th Thru 18th	21 working days per year
19th and over	22 working days per year

C. The times during a calendar year in which an employee may take his/her annual vacation shall be determined by the Department Head with due regard to the employee's wishes, seniority, and with particular regard for the needs of the Department. An employee request for vacation leave shall be approved or disapproved within ten (10) days of such request. An approved scheduled vacation may be canceled only for good cause as determined by the City, relating to operational necessity and/or the needs of the City. Upon request, the employee shall be provided with a written statement of the reason for the cancellation. An employee whose vacation is canceled shall receive preference in rescheduling vacation leave. The employee shall have the option to defer up to 50% of his/her vacation credits to the following year and upon permission of the Department Head, all vacation credits may be deferred.

D. Employees who terminate/retire from employment shall be paid the salary equivalent to all applicable accrued leaves earned prior to the effective date of termination/retirement. Applicable accumulated leaves will be paid off in cash at the time of termination/retirement, rather than being taken off prior to termination/retirement and extending the termination/retirement date by the amount of the leave time taken. To further clarify the intent of this section, no accrued leaves beyond sick leave may be taken off by an employee who has notified the City of their intention to terminate/retire from City employment, unless authorization has been received from both their department head and the City Manager (or designee) [also see Article 13, Employee Sick Leave, Item D].

E. Vacation leave may be accumulated to the maximum number of 240 hours. For the purpose of computing vacation time, Saturdays, Sundays, and official holidays shall not be counted.

F. An employee may, at employee's option, sell back to the City a portion of employee's unused vacation hours. In order to qualify for vacation buyback, the employee must have taken a minimum of sixty (60) hours of vacation leave during the fiscal year (July 1 through June 30) from which the vacation hours are to be sold.

The maximum number of vacation hours an employee may sell back per fiscal year shall be the total number of vacation hours employee has accrued during said fiscal year less the total number of vacation hours employee has used during said year.

Payment for said hours shall be at the rate of the employee's base salary. To receive payment, the employee must, prior to April 1 of any year, notify the City in writing of the number of hours the employee wishes to sell. Payment by the City shall be made on the second payday of July of said year.

ARTICLE 14 - EMPLOYEE SICK LEAVE - ECEA

A. Sick leave with pay shall be granted by the appointing authority at the rate of one (1) sick leave day per month of service. Sick leave shall not be considered as a privilege that an employee may use at his/her discretion, but shall be allowed only in case of necessity in actual sickness or disability.

B. There shall be no limitation on the accrual of unused sick leave. Sick leave accrues from and after the 31st day following the date of employment. Unused accumulated sick leave, at the time of retirement, may be converted to additional service credit pursuant to PERS Section 20965. No unused accumulated sick leave shall be paid off in cash, or converted to another form of remuneration, upon an employee terminating or retiring from City service.

C. Unless unavoidable and unusual circumstances would preclude it, in order to receive sick leave compensation while absent from work, the employee must notify his/her supervisor no later than the end of the first hour of the scheduled work shift.

D. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with the Personnel Officer stating the cause of absence before such leave with pay will be granted. After an employee has notified the City of their intention to leave City service, no sick leave will be granted to that employee unless they provide a doctor's documentation for the time missed.

E. In all instances, the provisions of Labor Code Sections 4650 through 4652 shall apply.

F. Sick Leave Incentive Bonus Vacation. In each of the calendar years following his/her employment date, an employee who has used four days (32 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to one day (8 hours) of bonus vacation. Any employee who has used two days (16 hours) or less of paid or unpaid sick leave in the preceding calendar year shall be entitled to two days (16 hours) of bonus vacation. Said bonus vacation leave shall be in addition to any vacation allowance the employee is entitled as set forth in Article 12 Section B of this agreement. An employee must complete one year of service to be eligible for such bonus vacation leave.

The sick leave incentive bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for said bonus vacation and must be taken in that year. An employee acquires no right to all or any part of the bonus vacation unless said employee works in the calendar year in which it is granted. The qualifying period is December 16th of one year, through and inclusive of December 15th of the following year.

ARTICLE 15 - EMPLOYEE FAMILY SICK LEAVE - ECEA

A. Each represented employee shall be entitled to six (6) days per fiscal year, sick leave to attend the needs of his/her immediate family whose illness, diagnoses or other matter covered under CA law requires his/her care (Family Sick Leave is deducted from the employee's accrued sick leave credits). Thereafter the employee shall at his/her option utilize vacation time, compensatory time, personal holidays, or time off without pay. The employee must fully expend vacation time, personal holidays, and compensatory time before using time off without pay.

B. In order to receive compensation while absent on family sick leave, the employee shall notify his/her immediate supervisor, or his/her Department Head prior to the time set for beginning his/her daily duties. In all cases of absence on family sick leave, the employee may be required to file a physician's certificate with the Department Head stating the cause of absence before such leave with pay shall be granted.

C. Immediate family shall include the father, mother, brother, sister, spouse or child (natural, adopted, foster or step child), registered domestic partner, parent-in-law, grandparent, and grandchild of any eligible employee.

D. Unused Family sick leave shall not be accumulated into future fiscal years.

ARTICLE 16 - OCCUPATIONAL SICK LEAVE - ECEA

A. Leave with pay for employees injured in the line of duty shall be authorized when in the opinion of the Council the employee was injured in the line of duty, and that the employee is unable to perform any duties for the City for which he/she is qualified.

B. If the Council determines that the employee is unable to perform such duties, the City shall supply the difference between the allowance granted by Worker's Compensation Insurance and the amount the employee ordinarily receives for the period of incapacitation, not to exceed a total of twelve (12) months cumulative for all applicable injuries and/or illnesses occurring during City employment. Such payments shall not be continued beyond the date of termination of employment whether voluntary or involuntary.

C. In figuring the benefits paid by insurance, wage benefits alone shall be considered and medical and hospital shall be excluded. While on Occupational Sick Leave, an employee shall accrue applicable leave benefits to the maximum specified amounts. Accruals shall cease upon exhaustion of Occupational Sick Leave. If the employee is unable to return to work following exhaustion of Occupational Sick Leave, they may utilize applicable accrued leave benefits until either (1) the leave benefits are exhausted or, (2) the employee is separated from City employment, at which time any remaining applicable accrued leave benefits will be paid in cash.

ARTICLE 17 - EMPLOYEE FAMILY DEATH LEAVE - ECEA

A. Any eligible employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three (3) work days per incident.

B. All leaves of absence for family death shall require approval of the Department Head. In granting family death leave, only time off for funeral arrangements, service, and travel time to the location of the funeral shall be considered.

C. In the event the funeral arrangements, service, and travel time to the location of the funeral require more than the three (3) days of Employee Family Death Leave, the employee may use a maximum of three (3) days of his/her Employee Sick Leave per occurrence.

D. In order to receive compensation while absent on employee family death leave, the employee shall notify his/her immediate superior or his/her Department Head prior to the time set for beginning his/her regular duties. The employee may be required to submit to the Department Head evidence of proof of death, location of death and burial before such leave with pay shall be granted.

E. For the purpose of this section, immediate family shall include the father, mother, grandfather, grandmother, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or child of the eligible employee. The City Manager may approve bereavement leave for other relatives of the employee when such a relationship maintained a unique or non-typical family relationship with the employee so as to be considered a member of the employees immediate family as listed above.

ARTICLE 18 - EMPLOYEE AND EMPLOYEE ASSOCIATION RIGHTS AND RESPONSIBILITIES - ECEA

A. The right to represent its members according to Govt. Code 3500 et. seq. with regards to wages, hours, and other terms and conditions of employment.

B. The right to have payroll deductions made without cost for payments of organization dues and for programs mutually approved by the employees and the City. Both the employees individually and the Association agree to hold the City harmless and indemnify the City against any claims, causes of actions, grievances or lawsuits arising out of deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit the monies deducted for employees pursuant to this article.

The Association may, at its discretion, adjust the amount of dues paid by its members without the requirement that each individual member authorize such change in dues. Individual Association members have the right to resign from Association membership and cease paying dues at any time, without window periods, time limitations, or restrictions by completing the appropriate payroll deduction card indicating their dues amount to be zero.

C. The right to the use of the lower right side quadrant or 250 contiguous square inches of usable surface area, whichever is greater, of the bulletin boards only in the following locations:

1. Garage locker room.
2. Fire station #1 (to be identified by the Fire Chief)
3. Employee break room in basement of City Hall.
4. Park Maintenance Shop lunch room.
5. Water Treatment Plant lunch room.
6. Water Shop lunch room.
7. Street Maintenance lunch room.
8. Elk River Wastewater Treatment Plant lunch room.
9. Any new sewer treatment plant that becomes operable during the term of this agreement.
10. Police Department (to be identified by the Police Chief).

The foregoing are the sole locations in which materials may be posted without the prior written approval of the City Manager. Any such approval shall be on an individual one-time only case-by-case basis. The decision of the City Manager shall be final and neither grievable nor appealable.

Materials which are derogatory to the City or are libelous shall not be posted. All materials posted shall be signed and dated by an officer of the Association.

D. The right to reasonable access during working hours to employee work locations for Association officers, and its representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such access shall not in any manner interfere with City business or operations, or cause employees to neglect their work.

Distribution of literature/materials shall be made during non-work time of both the employees distributing and receiving the literature/materials. All undistributed literature/materials shall be removed and cleaned up from the distribution points at the end of each non-work period.

E. There shall be no discrimination because of legitimate Association activities against any employee or applicant for employment by the City or by anyone in the City.

F. Employees, the Association, its officials, or representatives shall not use any City equipment, machinery or supplies for activities not related to City business without the prior approval of the City Manager. Employees and/or the Association shall reimburse the City for the actual cost of supplies and for the use of such equipment/machinery.

G. The right to reasonable paid release time, without loss of compensation or other benefits, when meeting and conferring with management representatives on matters of employer-employee relations, or when engaged in activities that the parties agree are in the shared interest of more harmonious relations within the scope of representation with the prior approval of the employee's Department Head.

The City shall not pay employees or Association representatives for time spent in grievance meetings when they are not scheduled to work. With the exception of processing grievances and direct participation at the bargaining table during the meet and confer process, no Association or personal business shall be conducted on City time. Employees involved in the investigation and processing of grievances shall first seek permission for release time from their immediate management level supervisors. This period shall be limited to periods of regular pay.

H. The City recognizes those rights of the Association contained in Government Code Sections 3504 and 3504.5.

I. The Association shall be given a courtesy copy for information purposes of recruitment notices for positions in classifications represented by the Association at the time such notices are officially distributed. A dispute over whether the Association received such notice shall not be grounds for invalidating or interrupting a recruitment, testing, or selection process.

J. Upon the presentation to an employee of a written statement of proposed disciplinary action, the employee shall have the right to be represented by a representative of his/her choice who may be present at all times during the disciplinary proceedings. The foregoing provisions shall not apply to probationary employees for failure to satisfactorily complete their probation period.

K. Except in emergency situations, the City shall make a reasonable effort to conduct an investigative interview with an employee during his/her normal work hours.

L. Employees required to participate in interviews or investigations on other than their normal work schedule, shall be compensated in accordance with the Overtime article of this agreement.

M. An employee who has been officially designated in writing to represent another employee in a disciplinary proceeding, has the right to maintain confidentiality on the information disclosed to him/her by his/her client. The representative chosen shall be a disinterested party and shall have no administrative, managerial, or supervisorial responsibility concerning the employee or the matter in question. Such confidentiality shall be absolute. In the event the confidentiality has been breached or discussed with other uninvolved parties, the City shall have the right to access such confidential information.

N. No materials with disciplinary or negative comments regarding an employee's performance or actions may be entered in his/her personnel file without the employee first having the opportunity to read and sign such materials. If the employee elects to sign such materials, his/her signature indicates only that he/she has read and received a copy of it. Within 20 calendar days of the date of receipt of such material, an employee shall have the right to file a written response to be appended to any disciplinary or negative comments regarding his/her performance or actions placed in his/her personnel file. The inclusion of such appended material shall not be construed as concurrence by the City of its accuracy or authenticity.

O. For classifications represented by ECEA, the City shall notify ECEA of the name of each new hire, his or her date of hire, and classification within two weeks of the date of employment. ECEA shall have the right to include informational material about the ECEA with the orientation materials provided new employees.

The City will make a good faith effort to notify ECEA in a timely manner whenever an ECEA-represented employee has left City service.

ARTICLE 19 - GRIEVANCE PROCEDURE - ECEA

(Revisions to this Article were proposed by ECEA prior to adoption of the 2017-2020 MOU and shall be discussed as part of separate negotiations regarding update of the City's Personnel Rules, Regulations and Policies).*

A. The purpose of the Grievance Procedure is as follows:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

2. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.

3. To provide that grievances shall be settled as nearly as possible to the origin.

4. To provide that appeals shall be conducted as informally as possible.

B. <u>Definitions</u>

1. For the purposes of this article, a grievance shall be considered as any matter for which appeal is not provided, or prohibited, in the personnel ordinance concerning:

   A. A dispute about the interpretation or application of any ordinance, rule, or regulation governing personnel practices or working conditions.

   B. A dispute about the practical consequences of a City decision on wages, hours, and other terms and conditions of employment.

   C. A decision affecting the employment of any permanent or probationary employee over which his/her appointing authority has partial or complete jurisdiction.

   D. Disputes pertaining to performance evaluations or letters of warning may only be grieved to level III (City Manager).

2. The term "grievant" means an employee or the Association that represents the employee.

3. The term "day" is any day on which the City Hall is normally open for business for six (6) or more hours, and specifically refers to "work" day rather than "calendar" day.

4. The term "immediate supervisor" is the first level supervisor/manager as determined by the Department Head as having immediate jurisdiction over the grievant.

C. General Provisions

1. The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the appeal.

2. The employee may request the assistance of another person of his/her own choosing including counsel in preparing and presenting his/her appeal at any level of review.

3. The grievance is considered settled if the decision at any level is not appealed within the time limit, and the grievant shall forfeit all rights to the further application of the grievance procedure.

4. Extension or contraction of any time limit, by mutual written agreement between the grievant and the appropriate supervisor/manager at each level, is permissible.

5. No punitive action shall be assessed against an employee for utilizing the grievance procedure.

6. No probationary employee may use the grievance procedure in any way to appeal discharge.

7. No employee shall use the grievance procedure to dispute any action of the City that complies with State or Federal Law.

8. No employee shall use the grievance procedure to appeal any exercise of agreed upon management rights by the City.

9. No employee shall use the grievance procedure to appeal a decision of the City if such decision is applicable to or is compatible with a State or Federal regulatory commission or agency.

10. No grievance will be processed without a named grievant and a concrete explanation of how City actions affected the grievant.

11. In the event the supervisor, Department Head, or City Manager fails to respond within the time limits, the grievant may appeal to the next level in the procedure automatically.

12. Nothing herein shall prohibit an employee from utilizing the above grievance procedure to appeal the arbitrary, capricious, or unreasonable exercise of a management right.

D. Steps in the Grievance Procedure

The following are the steps to be taken by any employee who has a grievance which does not involve demotion, dismissal, or suspension which are covered in the Personnel Rules and Regulations:

Step 1. Informal Oral Discussion (Immediate Supervisor)

A. Unless unavoidable or unusual circumstances would preclude a timely filing, the alleged grievance must be orally initiated with the immediate supervisor within ten (10) work days from the time it became reasonably apparent.

B. Within ten (10) work days of the oral discussion, the immediate supervisor shall give his/her oral response to the alleged grievance.

C. Both parties shall make an appropriate notation on the Statement of Grievance form indicating the time and date of the informal discussion and the response.

Step 2. Formal Levels

Level I (Immediate Supervisor)

A. Within ten (10) work days of the oral response, if the alleged grievance is not resolved, it shall be stated in writing by the grievant on the Statement of Grievance form, signed by the grievant, and presented to his/her immediate supervisor, or designee.

B. The Statement of Grievance form must be complete, including but not limited to:

The full employee name; all facts giving rise to the grievance; the date of occurrence; the date of informal oral discussion; the date of oral response; identification by appropriate specific reference of all provisions and sections of this agreement alleged to have been violated; the contention of the employee with respect to such provisions; the statement of specific relief, action, or remedy requested.

C. A requested relief, action, or remedy which is contrary to, or which involves the granting of a right or a privilege which is not specifically granted by a specific provision of law or of this agreement invalidates the alleged grievance.

D. The immediate supervisor/designee shall communicate his/her decision to the grievant in writing within five (5) work days after receiving the grievance.

Level II (Department Head)

A. In the event the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision on the appropriate form to the Department Head within five (5) work days.

B. The appeal shall include a copy of the original grievance, a written copy of the decision rendered by his/her immediate supervisor/designee, and a clear concise statement of the reason(s) for the appeal.

C. The Department Head shall communicate his/her decision to the grievant, in writing, within five (5) work days of receiving the notice of grievance.

Level III (City Manager)

A. In the event the grievant is not satisfied with the decision rendered at Level II, he/she may appeal the decision on the appropriate form to the City Manager within five (5) work days.

B. The appeal shall include copies of the original grievance, the decision of the immediate supervisor, the appeal, the decision of the Department Head, and a clear, concise statement of the reasons for the appeal. The City Manager may interview persons with knowledge with respect to the matter. The presentation of new or additional facts or evidence shall serve as the basis for returning the grievance for further consideration to Level II.

C. The City Manager shall communicate his/her decision in writing to the grievant within ten (10) work days.

D. A grievance pertaining to performance evaluations or letters of warning may only be grieved to level III (City Manager) and may not proceed any further in the grievance process. The decision of the City Manager shall be final; however, an employee who disputes a performance evaluation or letter of warning may submit a written rebuttal that will be placed in his/her permanent personnel file along with the original document. The rebuttal must be of reasonable length and be specific to the performance evaluation or letter of warning.

Level IV (Personnel Board)

A. In the event the grievant is not satisfied with the decision rendered at Level III, he/she may appeal the decision on the appropriate form to the Personnel Board within five (5) work days.

B. The appeal shall include copies of the original grievance, the decision of the immediate supervisor/designee, the appeal, the decision of the Department Head, the appeal, the Decision of the City Manager, and a clear, concise statement of the reasons for the appeal. The presentation of new or additional facts or evidence shall serve as the basis for returning the grievance for further consideration at Level II.

C. The Personnel Director shall convene a meeting of the Personnel Board, which shall investigate the matter and conduct a hearing within ten (10) work days.

D. On an appeal, the Personnel Board shall make such investigation it may deem necessary, and the Board shall hold a hearing at which time it shall hear evidence for and against such employee. Hearings may be informally conducted and the rules of evidence need not apply. Hearings shall not be unreasonably protracted.

E. It shall be permissible for any employee or group of employees to be represented by any person including counsel.

F. Within five (5) working days after concluding the personnel hearing, the Personnel Board shall certify its findings and present its recommendations to the City Council with copies to the City Manager and other officials from whose action the appeal was taken and to the employee affected.

Level V (City Council)

A. The appointing power, the official from whose action the appeal was taken, and the employee affected shall review the findings and recommendations of the Board, and may, within five (5) work days after the findings and recommendations of the Personnel Board have been certified, appeal to the City Council for a review of such findings and recommendations.

B. The Council shall thereupon consider the appeal and make such investigation as it may deem necessary and within a reasonable time shall affirm, revoke, or modify the action of the Personnel Board findings as in its judgment seems warranted, provided that a four-fifths (4/5) vote of the Council is required to revoke or modify the findings and recommendations of the Personnel Board.

ARTICLE 20 - MANAGEMENT RIGHTS - ECEA

A. Except as otherwise provided in this agreement, the City retains all rights, powers, and authority exercised or held by it, including, but not limited to:

1. The right to determine and modify the organization and structure of the City.

2. To determine and change the purpose, extent and mission of each of its constituent departments, commissions and boards and to make changes therein.

3. To set standards for service to be offered to the public.

4. To direct the employees of the City in order to carry out its mission.

5. To determine the procedures and standards of selection and testing for employment.

6. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City.

7. To take disciplinary action against employees.

8. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons.

9. Determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and subcontract out work.

10. To create, modify or delete City and/or departmental rules and regulations.

11. To direct management groups to perform tasks or assignments as directed by the City Manager.

12. To take all necessary actions to carry out its mission in emergencies.

13. To exercise complete control and discretion over its organization and the technology of performing its work.

B. The City shall not meet and confer on any subject preempted by Federal or State law or by City Code, nor shall it be required to meet and confer on its exercise of these Management Rights.

ARTICLE 21 - MEDICAL EXAMINATION - ECEA

A. The Personnel Officer may, at any time, require an examination of any employee if there is reasonable cause to suspect that the employee may be unable to provide fit and efficient service or may be a menace to himself, his/her fellow workers, or the public because of any health condition. The employee has the option of being examined by a City designated physician at the City's expense and a personal physician at his/her own expense. The physician shall promptly submit his/her written report to the Personnel Officer.

B. In any examination when a condition is found that affects the ability of the employee to provide fit and efficient service in the position that the employee holds, or to the extent that the employee is a menace to himself, his/her fellow workers, or the public, it will be the responsibility of the employee to correct the condition if possible, or the City may take appropriate action. The employee shall be responsible for the costs incurred above and beyond coverage provided by health insurance for any follow-up medical care to correct the condition.

C. The City's determination shall be based upon sound medical opinion of all examining physicians, who shall be members of the American Medical Association.

D. The employee shall have the right to appeal any such determination by the City, within five calendar days, to the Personnel Board per Section 11.6 of the Personnel Rules.

ARTICLE 22 - METHOD OF FILLING VACANCIES - ECEA

A. The following language pertaining to the method of filling vacancies is deleted: "However, every reasonable effort shall be made to effect promotions, including appointment to positions of Department Head, from within the competitive service."

B. The following language pertaining to the method of filling vacancies is added:

"Every reasonable effort shall be made to select the most qualified candidate for each position."

C. It is understood that the City Recruitment Procedure is modified so that recruitments can be conducted, at the option of the Personnel Officer after conferring with the affected Department Head(s), through closed promotional (all permanent City employees who meet the desirable qualifications) and/or open competitive (all individuals who meet the desirable qualifications) processes.

D. It is understood that all existing agreements which stipulate mandatory prior notices and recruitment periods for City Employees before commencing with open competitive processes are nullified.

E. The order of priority for filling a vacant position shall be as follows:

1. Disciplinary Demotion: Employee demoted to a lower level vacant position or the employee's current position is downgraded to a lower level and the employee is demoted, in both cases as a result of disciplinary action.

2. Layoff List: Vacancies filled from reemployment/reinstatement lists established as a result of a layoff.

3. Transfer and Voluntary Demotion: Equal priority should be given to employees who want to transfer within the same class to another department or employees who want to demote from a higher class to a lower level class for which the Personnel Director has determined they are qualified. NOTE: A department is not obligated to interview or hire employees requesting transfer or voluntary demotion.

4. Promotional Recruitments: Pursuant to Article 21, Sections B and C, the Personnel Officer shall investigate the appropriateness of restricting the filling of a vacancy to City employees only.

5. Open Recruitments: Pursuant to Article 21, Sections B and C, the Personnel Officer shall investigate the appropriateness of filling vacancies by open recruitments.

F. All entry level recruitments shall be open to any qualified applicant, and any regular part-time or full-time employee may compete in any entry level recruitment for which (s)he meets the minimum qualifications. Police Reserves or Fire volunteers may receive 5 preference points in accordance with Personnel Rules and Regulations Sec. 9.1.

Any Police Reserve Officer, Fire Volunteer, or regular part-time or full-time employee who has completed their initial probationary period may compete in any promotional recruitment for which (s)he meets the minimum qualifications.

ARTICLE 23 - LAYOFF PROCEDURE - ECEA

A. Policy

Whenever in the judgment of the Council it becomes necessary in the interest of economy or because of a material change in duties or organization or employment involved no longer exists, the Council may abolish such employment or position in the competitive service. Upon the abolition of a position the appointing power may layoff, demote, or transfer an employee holding such position or employment without filing written charges and without the right of appeal.

Whenever the layoff of one or more employees shall become necessary, such layoff shall be made by class, within the same department. Employees designated as Management or Confidential, who promoted from ECEA represented classes, may demote in lieu of layoff and displace an ECEA represented employee provided they have a higher seniority score calculation as provided for in this Article. Employees formerly represented by ECEA who are represented by another employee association on the layoff effective date will not be allowed to demote into an ECEA-represented position in lieu of layoff.

B. The order of layoff of employees shall be established by the City Manager on the recommendation of the Department Head involved. The Department Head shall take into consideration the job performance and length of service of employees in preparing a recommended layoff list, provided, however, that no regular or probationary employee shall be laid off from his/her position in any department while an emergency, temporary, or provisional employee is serving in the same class in that department.

C. Criteria

For the purpose of determining the layoff list, these two elements shall be as follows:

1. Job performance based upon the immediate past three (3) years of service as reflected in the employee's performance evaluations, as defined below.

2. Seniority, as defined below.

D. Order of Layoffs

The order of layoff by classification shall be:

1. Temporary or provisional employees within the same classification.

2. Probationary employees who have not attained permanent status in the same or similar classification series affected by layoffs.

3. Any person within a classification series affected by layoffs who is eligible for normal service retirement, and who would not be laid off under the provisions herein because of seniority or job performance, shall have the option to be laid off in lieu of another employee who would otherwise be laid off under the provisions herein.

4. Other employees by placement on layoff list.

E. Notice of Layoff

Employees subject to the provisions of this layoff policy shall, whenever possible, be given at least thirty (30) calendar days notice in writing prior to the effective date of layoff. The notice shall include:

1. Effective date of the action;

2. Seniority score of the employee;

3. Conditions regarding retention on a reinstatement from re-employment list;

4. Health insurance continuation information.

F. Reassignment in Lieu of Layoff

In the event of layoff, any employee so affected may elect to:

1. Accept a position within the department in a lateral or lower class in which he/she has previously served and obtained permanent status, or a position in a lower class within the series containing the classification from which the employee is being laid off, provided he/she is otherwise qualified, and has a greater combination of seniority and performance points than the employee with the least seniority/performance ranking in such lateral or lower class.

2. Accept a vacant position in a lateral or lower class for which he/she has the necessary education, experience, and training as determined by the Personnel Officer. In the event more than one laid off employee is determined to be qualified for such vacancy, the Department Head shall interview all such employees and select the best qualified without regard to seniority.

G. Performance

1. Performance shall be computed by use of the overall rating as indicated on the Employee Performance Evaluation Form. In all cases, the three most recent annual Employee Performance Evaluations shall be used to compute performance points.

   A. One (1) point shall be granted for each full year of service performed in an outstanding manner.

   B. One-half (1/2) point shall be granted for each full year of service performed in a highly competent manner.

   C. Zero (0) points shall be granted for each full year of service performed in a competent manner.

   D. Minus one-half (-1/2) point shall be granted for each full year of service performed in an improvement needed manner.

   E. Minus one (-1) point shall be granted for each full year of service performed in an unsatisfactory manner.

2. Those employees with less than three (3) full years of service shall be awarded points as computed above for each full year of service and shall receive a special Employee Performance Evaluation for that portion of service since the last evaluation. Points shall be based upon the fraction of one-twelfth (1/12) and/or one-twenty-fourth (1/24) for each full month of service being rated in the Special Employee Performance Evaluation.

H. Seniority

As used in this layoff policy, the following words and phrases shall be defined as follows:

1. "Seniority in the Classification Currently Held by the Employee"

   Note: As provided in the MOU Articles for Flexible Classifications and for Public Works Maintenance Worker Classification Series Certification Pay, the seniority of employees in the Maintenance Worker series in the Water Distribution or Wastewater Collection Division who have been reclassified to the Utility Worker series upon obtaining their Water Distribution Operator or Collection System Maintenance Technologist certification will not be affected by the reclassification. These reclassifications shall not, in any way, affect or change the layoff status of any Maintenance Worker who has been reclassified to Utility Worker through obtaining certification.

A. The following method shall be utilized for calculating seniority in the classification currently held by the employee:

One-twelfth (1/12) point shall be granted for each full month of service served within the existing full-time classification; one-twenty-fourth (1/24) point shall be granted for each full month of service within any previous full-time classification provided there has been no voluntary break in full-time City service, with the exception of active duty military service and upon completion of active duty, the employee returned to the full-time service of the City in the same classification which he/she was previously employed within six (6) months of a service separation or twenty-four (24) months from a prior layoff initiated by the City which the individual was reemployed from a City reemployment list.

2. "Seniority in a Classification Other Than That Currently Held by the Employee"

A. If an employee is to be placed on the layoff list, then bumping rights may be exercised to replace the employee with the least total of seniority/performance points in a lateral or lower classification. These bumping rights cannot cross departmental lines.

B. The following method shall be utilized for calculating seniority in a classification other than that currently held by the employee:

One-twelfth (1/12) point shall be granted for each full month of service within the present full-time classification and one-twelfth (1/12) point shall be granted for each full month of service in the classification in which the seniority is being calculated; an one-twenty-fourth (1/24) point shall be granted for each full month for any additional lower prior full-time classification in which the employee was employed, provided there has been no voluntary break in full-time service, with the exception of active duty military service and upon completion of active duty, the employee returned to the full-time service of the City in the same classification which he/she was previously employed within six (6) months of a service separation or twenty-four (24) months from a prior layoff initiated by the City which the individual was reemployed from a City reemployment list.

3. "Lower Class" shall mean a classification with a lower salary range.

4. "Lateral Class" shall mean a position in a classification with the same salary range.

5. "Higher Class" shall mean a position in a classification with a higher salary range.

I. Reinstatement

1. The Personnel Officer shall establish a Reinstatement Eligibility List showing all employees on layoff who have requested reinstatement. Those employees laid off shall be instructed on requesting reinstatement.

2. Laid off employees shall have reinstatement rights to the class from which they were laid off, and all lower and lateral classes in which they previously served and held permanent status. The names of such persons laid off in accordance with the provisions of this Layoff Policy shall be placed upon the Reinstatement Eligibility List in inverse order of seniority, and performance when applicable.

3. In the event a person refuses an offer of reinstatement, such person's name shall be removed from the Reinstatement Eligibility List unless such person has reinstatement rights under the provisions of this Layoff Policy to a higher classification than the one in which the reinstatement is being refused.

4. In the event an employee accepts reinstatement to a lower classification to which he/she is entitled, such person's name shall remain on the Reinstatement Eligibility List for reinstatement to a lateral classification provided such person, except for lack of seniority, would have been otherwise entitled to such lateral class at the time of the most recent layoff.

5. Any person who is reinstated to a classification from which they were laid off shall have his/her name removed from the Reinstatement Eligibility List.

6. In the event of a vacancy in which a layoff has occurred, or in which a laid off employee is eligible for reinstatement, the City shall send written notice of the vacancy to the most senior employee's last known address by postage prepaid, registered letter, return receipt requested. Said letter shall include a form on which the person may indicate their desire to accept or reject consideration for reinstatement and a self-addressed stamped return envelope and notice of the time period in which the employee must respond and the effect of failure to respond. The person must mail to the City a written response to the written notice of vacancy within 5 working days of their receipt of the registered letter. If a person does not mail such written response, their name shall be removed from the Reinstatement Eligibility List, providing, however, that such person may, within one year thereafter, request that their name be replaced on the Reinstatement Eligibility List and such person's name may, in the sole discretion of the Personnel Officer, be returned to the Reinstatement Eligibility List.

7. If reinstated, the former employee's pay shall be at the salary step closest to that previously held and the anniversary date shall be established as the date of reinstatement. A laid off employee who has been reinstated within a twenty-four (24) month period following termination will be entitled to the seniority used to compute seniority vacation benefits, and previously accumulated sick leave hours, not to exceed the amount lost at the time of termination.

8. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

9. Any person affected by the provisions of this Layoff Policy shall have the right to review with the Personnel Officer prior to layoff or demotion, said employee's seniority/job performance calculation which determined the employee's placement on the layoff list.

10. The names on re-employment and reinstatement lists shall be valid for three (3) years.

ARTICLE 24 - PERSONNEL RULES AND REGULATIONS - REVISIONS - ECEA

A. Effective January 1, 1996, City Personnel Rule 11, Transfer, Demotion, Suspension and Reinstatement After Resignation, Section 11.1, is amended as follows:

Any person holding a position of employment in the competitive service or under the City Manager's jurisdiction may be suspended without pay, reduced in compensation, demoted, or removed from his position for malfeasance, misconduct, incompetence, inefficiency or failure to perform the duties of his position or to observe the established rules and regulations in relation thereto.

B. Effective January 1, 2004, Personnel Rules and Regulations, Rule 9.1, General Provisions, is amended as follows:

When an eligible Police Reserve Officer or Fire Volunteer with one year of continuous City service competes for a vacancy, said person shall receive 5 preference points to be added to the final passing score. These points may not be added if the candidate fails to meet the minimum passing score.

C. Effective January 1, 2004, Personnel Rules and Regulations, Rule 9.2, Recruitment Procedure, is amended as follows:

All entry level recruitments shall be open to any qualified applicant, and any regular part-time or full-time employee may compete in any entry level recruitment for which (s)he meets the minimum qualifications. Police Reserves or Fire volunteers may receive 5 preference points in accordance with Personnel Rules and Regulations Sec. 9.1.

Any Police Reserve Officer, Fire Volunteer, or regular part-time or full-time employee who has completed their initial probationary period may compete in any promotional recruitment for which (s)he meets the minimum qualifications.

D. During the term of this MOU, the parties agree to meet and confer promptly upon request of the City on the implementation of the revised Personnel Rules and Regulations.

ARTICLE 25 - SCOPE OF AGREEMENT - ECEA

A. This agreement fully and completely incorporates the understanding of the parties hereto.

B. It is agreed by the parties to this agreement that any conflict between any section or part thereof, of this agreement and any City or departmental rule, regulation, ordinance, code, resolution, procedure or practice, existing as of the date of this agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this agreement.

C. Nothing in the agreement is intended to conflict with or supersede the Eureka City Charter.

ARTICLE 26 - MAINTENANCE OF BENEFITS - ECEA

A. It is also understood that all existing benefits and terms and conditions of employment, that are expressed in writing, within the lawful scope of representation of the ECEA not specifically addressed herein shall remain in full force and effect throughout the term of this agreement.

ARTICLE 27 - UNWRITTEN PAST PRACTICES - ECEA

A. Neither the City nor ECEA is obligated to honor or continue "unwritten" past rules, regulations, procedures, practices or policies.

ARTICLE 28 - OBSOLETE LANGUAGE - ECEA

A. The parties recognize that the contents of this agreement supersede existing language in City ordinances, resolutions, rules, regulations, policies and directives.

B. The City may remove obsolete language from various City ordinances, resolutions, rules, regulations, policies and directives after providing the Association with ten (10) days prior written notice of the obsolete language to be removed.

ARTICLE 29 - SEPARABILITY - ECEA

A. Should any provision of this agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, or by reason of any existing or subsequent enacted legislation, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

B. This agreement shall be binding upon the successors and/or assignees of both City and the Association to the extent permitted by law.

C. Except as provided in the above preceding paragraphs, the parties hereto agree this agreement cannot be modified, changed, or altered in any way whatsoever except by mutual written consent of said parties.

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

ARTICLE 30 - NON-DISCRIMINATION - ECEA

A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Resolution and Government Code Section 3500 and 3511.

B. The City and the Association agree that they shall not discriminate against any employee because of ancestry, race, color, sex, sexual orientation, gender identity, age, national or ethnic origin, marital status, political or religious creed or affiliations, physical disability, mental disability, or medical condition (including pregnancy/childbirth), or veteran status.

C. Whenever the masculine gender is used in this agreement, it shall be understood to include the feminine gender.

D. The Association shall support the City's Affirmative Action Plan to the extent it complies with Federal and State rules, regulations and laws enacted to achieve equal employment opportunities.

ARTICLE 31 - WAIVER OF RIGHTS - ECEA

A. It is expressly understood that this agreement shall not be construed as a waiver of any rights of employees or the Association or the responsibility of the City, except in cases of emergency, to give reasonable written notice to the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation to be adopted by the City, and to give the Association the opportunity to meet with the City.

B. In cases of emergency, when the City determines that an ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation must be adopted immediately without prior notice to or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

C. Notwithstanding anything to the contrary herein, it is expressly understood that nothing in this agreement shall be construed as a waiver of any management rights, in whole or in part, of the City.

ARTICLE 32 - WAIVER OF BARGAINING - ECEA

A. During the term of this agreement, except as otherwise herein provided the parties mutually agree that they will not seek to meet and confer with regard to wages, hours, and terms and conditions of employment, whether or not covered by this agreement or in the meet and confer process and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the meet and confer process leading to this agreement.

B. The City shall not meet and confer in good faith on any subject preempted by Federal or State Law or by the City Code, nor shall it be required to meet and confer in good faith on management rights.

C. Regardless of the waiver contained in this article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter not specifically provided for in this agreement during the term of this agreement.

ARTICLE 33 - MAINTENANCE OF OPERATIONS - ECEA

A. It is recognized that the need for continued and uninterrupted operation of the City is of paramount importance. Therefore, the Association agrees that from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the City and the ECEA membership through and inclusive of the meet and confer process to conclude a successor agreement to this agreement, neither the Association nor any person acting on its behalf, will cause, authorize, engage in, encourage, or sanction a work stoppage, slow-down, or picketing, other than informational picketing on the employee's own time, against the City, or the concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity which results in less than full and faithful performance of any duties of employment of employees represented by the Association.

B. The City agrees it shall not, during the term of this agreement, lockout any employee in the bargaining unit.

C. Employees may not be entitled to any wages or City-paid benefits whatsoever for engaging in any activity prohibited by Section "A" of this Article, and/or the City may take other action that may be appropriate and shall notify the Association. It is expressly understood that any action taken pursuant to this section is subject to administrative appeal by the employee through the Grievance Procedure of this Agreement.

D. If the City has cause to believe that Section "A" of this Article has been violated by the Association, the City may take such action as may be appropriate. It is expressly understood that any action taken pursuant to this section is subject to administrative appeal by the Association.

E. The Association and the City recognize their duty and obligation to comply with the provisions of this agreement and to make every effort toward fully and faithfully carrying out each provision. A cost incurred in the enforcement of this Agreement, including damages, shall be borne by the party failing to fulfill its obligation.

F. In the event of any activity prohibited by Section "A", the Association agrees to take supererogatory steps necessary to assure compliance with this Agreement.

ARTICLE 34 - JURY AND WITNESS LEAVE - ECEA

A. When an on-duty employee is called to serve as a juror or subpoenaed as a witness in any court action, he/she shall be allowed leave for the time reasonably required for such service without loss of pay and shall promptly return to work upon completion of such service.

B. Each on-duty employee subpoenaed as a witness shall present the subpoena to the Department Head for examination.

C. Each on-duty employee called for service as a juror or as a witness shall notify his/her immediate supervisor as soon as possible to make arrangements for suitable replacement during the employee's absence.

D. Each on-duty employee shall receive his/her regular pay, provided all jury or witness fees are remitted to the City.

E. In the event an employee provides such service on scheduled days off, he/she may keep the fees received for such service.

ARTICLE 35 - PROBATIONARY PERIOD - ECEA

A. OBJECTIVE OF THE PROBATIONARY PERIOD

The probationary period is to be regarded as an integral part of the testing procedure and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position.

B. REGULAR APPOINTMENT FOLLOWING PROBATIONARY PERIOD

Except as otherwise provided, all original appointments shall be tentative and subject to a probationary period of six (6) months. Prior to the end of the initial probationary period, probation may be extended up to an additional six (6) months by the Department Head with the approval of the City Manager in cases where it is believed that the department has had insufficient time to evaluate the employee accurately or in cases where it is believed that additional time on probation might allow the retention of the employee or for other exceptional reasons. The Department Head shall provide the employee with a written statement of the reason(s) for extending probation before the end of the initial probationary period. In all events, all benefits shall accrue to the individual employee at the end of six (6) months, except the right to appeal of dismissal or appeal of extension of probation.

C. REGULAR APPOINTMENT FOLLOWING PROMOTIONAL PROBATIONARY PERIOD

All promotional appointments shall be tentative and subject to a probationary period of six (6) months except as otherwise provided in Section B, above. Prior to the end of the initial probationary period, probation may be extended up to an additional six (6) months by the Department Head with the approval of the City Manager in cases where it is believed that the department has had insufficient time to evaluate the employee accurately or in cases where it is believed that additional time on probation might allow the retention of the employee or for other exceptional reasons. The Department Head shall provide the employee with a written statement of the reason(s) for extending probation, before the end of the initial probationary period. However, the individual employee shall not have the right to appeal a Department Head's decision regarding failure during the probationary period or extension of probationary period.

D. FLEXIBLE CLASSIFICATIONS

The length of probationary period for employees hired into flexible classes shall be as described in the Flexible Classifications Article of this MOU.

ARTICLE 36 - RENEGOTIATION - ECEA

A. In the event either party to this agreement desires to negotiate a successor agreement, such party shall serve upon the other party its written request to begin negotiations as well as its written proposals for a new agreement no sooner than 90 days prior to date on which this agreement will expire.

B. The other party shall respond with its own written proposal within a reasonable period of time and negotiations shall commence thereafter.

C. After delivery of the first written proposal, either party may make new proposals or modify existing proposals at any time during the meet and confer process. This provision, however, may be modified by mutually acceptable ground rules that facilitate the negotiation process.

D. The parties agree that in future negotiations for a successor agreement, total compensation (considering costs and/or benefit level) shall be considered, including, but not limited to, wages and retirement.

ARTICLE 37 - OUT OF CLASSIFICATION – ECEA

A. Whenever an employee is assigned duties and responsibilities of a higher Classification, and such assignment is for a period of at least 160 consecutive hours, the employee shall receive additional compensation in the amount of 10% above their current base salary for the temporary, out of classification assignment, provided that the resulting salary is not greater than Range 50 of the base salary of the temporarily assigned position. All out of classification assignments subject to this article shall be in writing and no assignment shall exceed 3 calendar months without the written approval of the City Manager.

B. While employees who work out of class according to the above provision will receive 10% out of class pay, the salary placement for employees who are promoted will be at the first step which provides at least a 5% increase. Therefore, ECEA employees may receive higher compensation while temporarily working out of class than they will upon a subsequent promotion. ECEA understands and agrees to this discrepancy.

(Note: Range 50, as referenced above, is intended to mean the fifth, or top, step of a given salary range.)

C. As approved by the City Council on December 5, 2003, and as part of the agreement between the City and ECEA, effective December 1, 2003, in relation to compensation for Communications Dispatchers and Senior Communications Dispatchers, when Police Records Specialists and Senior Police Records Specialists are required to perform duties in the Dispatch Center, those employees will be paid at the hourly rate of the first step of the Communications Dispatcher salary range. If the first step is less than 5% above the employee's current salary, they will be paid at the hourly rate of the next highest step.

ARTICLE 38 - SALARY PLACEMENT UPON RECLASSIFICATION - ECEA

A. When the Reclassification of an employee to a higher class would result in a salary increase of less than five percent (5%), the salary of such employee will be adjusted to the step in the new range which is at least five percent (5%) higher than the present salary rate, or the maximum salary for the class, whichever is less. (Amends Personnel Rule 3, Position Classification).

ARTICLE 39 - EMPLOYEE QUALIFICATIONS - ECEA

All employees are required to maintain the qualifications required for their position. This may include, but is not limited to, driver's license, and/or other licenses and certificates required for the position. Whenever possible, testing for renewal of licenses and certificates shall be conducted during working hours. This provision, however, does not extend to Class C drivers licenses.

It is the employee's responsibility to immediately notify his or her Department Head if any required license or certificate has expired, been suspended, or revoked.

ARTICLE 40 - UNAUTHORIZED LEAVE - ECEA

An employee who is not on authorized paid, or unpaid leave, and who is scheduled to be at work, and who is not at work shall be considered to be on unauthorized leave. All unauthorized leave is unpaid, and the employee's time card shall reflect all unauthorized leave.

When in the opinion of the Department Head, an unusual or emergency situation existed, an employee may request the use of vacation, holiday, or CTO time to cover the period of unauthorized leave. The decision to allow use of vacation, holiday, or CTO time is at the sole discretion of the Department Head, and such approval shall not be construed as retroactively authorizing the absence from work.

ARTICLE 41 - SPECIAL CIRCUMSTANCES LEAVE PROGRAM - ECEA

A. The Special Circumstances Leave Program allows employees to assist other, eligible employees through allowed leave donations. The Program applies to employees who must be absent from work for personal reasons, when this absence creates a financial hardship because the employee has exhausted all of his/her applicable accumulated paid leave time. Special Circumstances Leave cannot be used for work-related situations, such as personnel or disciplinary actions, or for an employee's job-related illness or injury. It may also not be used instead of other existing and applicable leaves or programs, until all other applicable provisions have been fully applied.

B. Paid leave time may be donated from employee to employee under the following conditions:

1. Any employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. Sick leave cannot be donated.

2. Donations must be made in whole increments of one hour (or more) from the donating employee.

3. Should the employee receiving the donated hours not use all donated leave, any balances will remain with the donating employees.

4. Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as holiday credit.

5. Employees donating paid leave time shall do so in writing on a form developed by the City.

6. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

C. Paid leave time may be used under the following conditions:

1. The employee requesting leave donations shall submit a written request to-the Personnel Director for review. If for medical reasons, the request must include a written statement from a licensed physician verifying the employee's need for absence from work.

   The Personnel Director will discuss the request with the City Manager. If the request is approved, it shall be forwarded to the Finance Director who shall include with the next payroll notification of the request for leave donations and the procedure for donating leave.

   The Finance Director shall implement the leave donation and usage program in accordance with this article.

2. The affected employee must have exhausted any accumulated paid leave time for which they are eligible (sick, vacation, compensatory, holiday) prior to utilizing the leave donation program.

3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.

4. Only employees who have completed their initial probationary period are eligible to receive donated paid leave time.

5. The use of donated paid leave time shall not exceed three months for any one incident.

ARTICLE 42 - LEAVES OF ABSENCE - ECEA

A. Leaves Without Pay

. Leave Policy

Except as otherwise herein provided, leaves of absence without pay that are in the best interest of the City may be granted by approval of the City Manager. Requests for leaves of absence without pay shall be submitted in writing by the employee to the department head who shall consider such requests on their individual merits and circumstances and shall forward his/her recommendation to the City Manager for approval. Reasons for rejection of such request shall be submitted to the employee by the Department Head. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the Act.

2. Medical Leave

Subject to approval by the City Manager, a medical leave of absence without pay may be granted to an employee filling a regular Council approved position when an employee's ability to perform his/her job has been impaired through injury or illness. Medical leaves of absence shall be limited to a maximum duration of twelve (12) months.

When an employee is on a medical leave of absence without pay, the employee shall be required to pay the total premiums for employee health insurance coverage except as may otherwise be provided by the Family Medical Leave Act (FMLA). If dependents of the employee are covered by the health insurance plan at the time the medical leave goes into effect, and the employee elects to continue coverage for dependents while on medical leave of absence, the employee shall pay the total amount required for dependent coverage as described in the current MOU.

In order to be granted a medical leave of absence, an employee shall make a request in writing to the appointing power, and shall submit the certificate of a licensed physician, or other licensed medical practitioner, stating the nature of the condition and the estimated date of return to work. Any extensions of the leave shall require similar medical certification or other verification of the employee's continued disability.

The duration of a medical leave of absence shall depend upon the nature and extent of the employee's disability, but in no event shall a medical leave be granted for longer than one year from the time the employee is unable to work in his or her regular job. A medical leave of absence without pay shall be effective upon exhaustion of the employee's accumulated leave with pay, compensating time off and holiday credits, under the following conditions:

a. In the event an employee has more than one year's worth of accumulated time on the date of the injury or illness which would result in paid status, no medical leave may be granted.

b. In an undisputed worker's compensation case, the employee may elect whether to use accumulated time in conjunction with disability indemnity or to use medical leave of absence in conjunction with such disability.

c. In a disputed worker's compensation case, an employee must exhaust accumulated time prior to being granted a medical leave of absence.

For purposes of this leave policy, concurrent multiple injuries or illnesses, new injuries or illnesses occurring while an employee is on a medical leave of absence, and recurrences of the same injuries or illnesses for which the medical leave of absence was granted following an employee's return to work, shall be treated as one incident and shall render an employee eligible for only one medical leave of absence. For purposes of this Section, an employee who has returned to work for one year following a medical leave of absence will be eligible for an additional medical leave of absence subject to the terms of eligibility set forth herein.

A medical leave of absence without pay, which, when added to accumulated benefit time results in the employee being away from the job for less than one year, may be extended up to the one year maximum, based upon medical certification.

An employee who has been granted a medical leave of absence, and who is unable to return to his or her former position within one (1) year may be separated from City service for mental or physical incapacity to perform the required duties. An employee separated under this provision is eligible for reinstatement to return to City service pursuant to the City's Personnel Rules, but shall be subject to medical examination by a City approved physician to certify fitness to perform required duties.

Notwithstanding the above, an employee subject to the provisions of the Americans with Disabilities Act (ADA) shall first be evaluated to determine if reasonable accommodations can be made on the part of the City to continue said employee, in some capacity, within City service. Reasonable accommodations shall be guided by the ADA and shall be evaluated based upon the individual merits and circumstances surrounding each employee's employment with the City.

Any employee returning to work after being granted a medical leave of absence without pay shall be required to provide documentation form their attending physician or other licensed medical practitioner, stating that the employee is capable of performing the essential duties and responsibilities of their job. The city retains the right to require medical examination by a City's approved physician, in those cases where an employee's fitness for duty remains in question.

3. Maternity Leave

Maternity leave shall be considered leave without pay and shall be guided by applicable state and federal laws including, but not limited to, the FMLA. A female employee, filling a regular Council approved position shall be entitled to a total of four (4) months leave of absence (with and/or without pay) for maternity purposes. An employee requesting an extension of leave for maternity purposes beyond the four (4) month maximum duration, shall have such request considered pursuant to the condition outlined in Sections 1 or 2 above.

When an employee is on maternity leave of absence without pay, the employee shall be required to pay the total premiums for employee health insurance coverage except as may otherwise be provided by the FMLA. If dependents of the employee are covered by the health insurance plan at the time the maternity leave goes into effect, and the employee elects to continue coverage for dependents while on maternity leave of absence, the employee shall pay the total amount required for dependent coverage as described in the current MOU.

Requests for maternity leave shall be submitted by the employee to their Department Head. Maternity leaves of absence shall be effective on the first day off work for maternity purposes, however, maternity leave without pay shall be effective upon exhaustion of all of the employee's accumulated leave with pay, compensating time off and holiday credits. In no case shall an employee be eligible for more than four (4) months maternity leave, whether in paid, or unpaid status, except as otherwise provided by this article.

4. Paternity/Family Leave

Paternity/Family leave shall be considered leave without pay and shall be guided by applicable state and Federal laws, including, but not limited to, the FMLA. An employee filling a regular Council approved position shall be entitled to up to four (4) months leave without pay for paternity/family purposes. To be eligible for such leave, an employee must meet the following criteria:

a. Have been continually employed with the City for one year prior to the paternity/family leave request; or,

b. Not have taken paternity/family leave within the last twenty-four months.

c. Have exhausted all of the employee's accumulated leave with pay, compensating time off, and holiday credits prior to being placed on unpaid paternity/family leave. Sick leave may not be taken for paternity/family leave purposes.

d. Medical documentation from an attending physician or other licensed medical practitioner may be required prior to granting the leave request.

In no case shall an employee be eligible for more than four (4) months paternity/family leave whether in paid or unpaid status, except as otherwise provided by this article or the law. Should any provision of the above stated criteria be in conflict with the FMLA, the criteria within the Act shall apply.

When an employee is on a paternity/family leave of absence without pay, the employee shall be required to pay the total premiums for employee health insurance coverage, except as may otherwise be provided by the FMLA. If dependents of the employee are covered by the health insurance plan at the time the paternity/family leave goes into effect, and the employee elects to continue coverage for dependents while on paternity/family leave of absence, the employee shall pay the total amount required for dependent coverage as described in the current MOU.

Paternity/Family Leave Defined

Paternity/Family leave shall be used for the following reasons only, and shall be guided by the applicable definitions in the Family Rights Act of 1991, and the Family Medical Leave Act. Paternity/family leave may be used to care for:

1. The birth of a child of the employee.

2. The placement of a child with an employee in connection with the adoption of the child by the employee.

3. The serious illness of the child of the employee.

4. The care for a parent or spouse who has a serious health condition.

Requests for paternity/family leave shall be made in writing by the employee to their department head who shall forward their recommendation to the City Manager. Paternity/family leave may be denied when one parent is also taking family care leave from employment or is unemployed. Leave may also be denied when it is necessary to prevent undue hardship to City operations.

When two City employees are parents, leave may be denied to both parents of a child at the same time. If leave is granted it may be limited to both parents to a total of no more than four months.

In all cases the City Manager shall approve or disapprove such requests in writing.

5. Jury Duty

An employee ordered to jury duty during the employee's regularly scheduled working hours shall be entitled to leave with pay during actual jury service. The following regulations shall apply:

a. All employees shall willingly accept ordered jury duty as one of the obligations of citizenship.

b. Employees on leave with pay status for jury duty shall deposit jury fees in the General Fund of the City, but shall be entitled to retain mileage payments. Employees shall provide their own transportation in attending court as jurors.

c. Each Department Head shall property notify jury officials when jury service by an employee would seriously impair the proper operation of the department.

d. Each employee shall expeditiously report his/her probable absence for jury duty and shall immediately report the termination of such jury service.

e. Department Heads are responsible for insuring that these provisions are observed by all concerned.

6. Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal laws. All employees entitled to, and taking military leave shall give the appointing power the right, within the limits of military necessity and regulations, to determine when such leave shall be taken.

Compensation while on military leave shall be determined by the nature of the leave and the applicable State or Federal law concerning such leave.

7. Unauthorized Leave

An employee shall be considered to have automatically resigned their job after two consecutive working days absence from that job without authorization. Any employee absent from work without authorization for less than two working days shall be subject to disciplinary action as deemed appropriate by the City Manager.

8. Administrative Leave

The City Manager, when he/she deems it necessary in the interests or protection of the City, shall have the authority to grant a paid administrative leave of absence with pay to any permanent employee or officer of the City for a period not to exceed thirty (30) working days. The Council shall have the authority to grant such leave for a period not to exceed ninety (90) working days by any one Council action. In all cases of administrative leave granted by the City Manager, a report of such action shall be submitted to the Council.

ARTICLE 43 - REGULAR PART-TIME STATUS - ECEA

A. The City and ECEA agree that employees hired into Council allocated, regular part-time positions within the classified (competitive) service shall be subject to the benefits and conditions of employment listed in Section D, below.

B. Regular Part-Time Position Defined

A regular part-time position is a Council approved allocation intended to work on a continuing year-round basis at a level less than full-time, at a minimum of at least .50 full-time equivalent (FTE). Employees working at less than .50 FTE shall not be considered regular part-time and shall not be subject to this article except as specifically authorized by action of the City Council.

C. The City and ECEA agree that this Article is not intended to change the status of any employee currently employed or employed in the future, whose status may be considered temporary, seasonal, extra help, intermittent or part-time (except regular part-time) regardless of the number of hours worked or to be worked.

D. The following provisions of the City's Personnel Rules shall apply to regular part-time employees:

Personnel Rules and Regulations

1. Rule 1, Section 1.19 add new subsection (e):

(e) Regular Part-time - Any employee who has successfully completed their probationary period and is compensated on an hourly basis.

2. Rule 2 - General Provisions

3. Rule 3 - Position Classification Plan

4. Rule 4 - Compensation Plan, Sections 4.1, 4.2, 4.3.

Amend Rule 4, Section 4.4; add new subsection E:

E. Any person employed in a regular part-time Council allocated position shall be subject to subsection A, above. A regular part-time employee shall be subject to step increases within the salary range as described in subsections B and C above, when they have completed the same periods of time at which full-time employees are eligible for step increases (i.e., at 6 months after hire, 18 months after hire, and annually thereafter).

5. Rule 5 - Pay Adjustments

6. Rule 6 - Application and Applicants

7. Rule 7 - Examination, Section 7.1, 7.2, 7.4, 7.5 and 7.6.
Amend 7.3 as follows (third sentence)

"...Any permanent full-time OR REGULAR PART TIME employee, who has successfully completed the initial probationary period, may compete in any promotional recruitment for which he/she meets the minimum qualifications set forth in the announcement."

8. Rule 8 - Employment Eligibility Lists

9. Rule 9 - Method of Filling Vacancies, Section 9.3

Renumber Section 9.5 to 9.4

10. Rule 10 - Probationary Period

Sections 10.1, 10.3, 10.4, and 10.5

Amend Section 10.2 as follows:

Add the following sentence:

"For the purpose of this section, regular appointment shall mean either full-time or part-time status in a Council approved/allocated position."

11. Rule 11 - Transfer, Demotion, Suspension and Reinstatement after Resignation

12. Rule 12 - Separation from Service and Reinstatement

13. Rule 13 - Abolition of Positions and Reduction in Personnel

Section 13.1

Amend Section 13.2 by adding the following:

"The department head shall take into consideration the job performance and length of service of employees in preparing a recommended layoff list, provided, however, that no regular full-time, regular part-time or probationary employee is laid off from his or her position in the department while an emergency, temporary, or provisional employee is serving in the same class in that department."

14. Rule 14 - Rules of Appeal to Personnel Board

Except as otherwise amended by the ECEA MOU.

15. Rule 16 - Physical Examinations

Section 16.1, 16.4, and 16.5

Amend Section 16.2 (second sentence) as follows:

"...applicants for appointment to regular, full-time, or part-time positions with the City..."

16. Rule 16 - Leaves of Absence and Vacations

A. Rule 17 shall be amended to afford regular part-time employees who work half-time (.5) or greater, a pro rata share of vacation in proportion that the actual number of hours worked bears to full-time employment.

All other conditions for vacation usage and accumulation provided by this Rule shall apply to regular part-time employment.

B. Sick Leave, Family Sick Leave, and Family Death Leave provided pursuant to Rule 17 shall be afforded eligible part-time employees who work half time (.5) or greater on a pro rata basis in that proportion that the actual number of hours worked bears to full-time employment.

All other conditions for Sick Leave, Family Sick Leave, and Family Death Leave provided by this Rule shall apply to regular part-time employment.

C. Leaves of Absence

Regular part-time employees may be eligible for other leaves of absence provided for by MOU and/or Rule 17 if such leaves do not specifically restrict eligibility to regular full-time employees.

17. Rule 18-Holidays

Rule 18 shall be amended to afford regular part-time employees who work half-time (.5) or greater a pro rata share of schedule and personal holidays as provided by MOU and/or Rule 18, that is in proportion to the actual number of hours worked bears to full-time employment.

18. Rule 19 - Travel, Conferences, Meetings, and Expenses Incurred on Official Business

19. Rule 20 - Overtime: Compensatory Time Off and Pay

    Amend Section 20.1 as follows:

    Add new paragraph:

    Subject to the provisions of the FLSA and the pertinent MOU, a regular part-time employee may be eligible for overtime pursuant to Rule 20.

20. Rule 21 - Union Membership

21. Rule 22 - Degrees of Relationship of Employees (as amended May 21,1991)

22. Rule 23 - Residence

23. Rule 24 - Retirement

24. Rule 26" Miscellaneous

25. Rule 27 - Uniform Allowance

26. Rule 28 - Replacement or Repair of Personal Property Destroyed or Damaged in the Line of Duty

27. Rule 29 - Rule Making Authority

28. Rule 30 - Oath of Office

E. Benefits

1. Retirement - Shall be provided pursuant to ECEA MOU, Article 7.

2. Health, Dental, and Vision Benefits - regular part-time employees shall be eligible to participate in Health, Dental and Vision benefits as may be approved by the City Council.

3. Life Insurance- Regular part-time employees shall be eligible for whatever level of insurance benefit is allowable under coverage provided by the commercial insurer subject to approval by the City Council.

4. Educational Reimbursement Program - Regular part-time (RPT) employees shall be eligible to participate in the Educational Reimbursement Program based on a maximum annual reimbursement not to exceed the same percentage of their full-time equivalent (FTE). For instance, an RPT employee at .66 FTE may receive up to .66% of the maximum annual reimbursement.

ARTICLE 44 - JOB SHARING - ECEA

Any full-time ECEA represented employee may request voluntary job sharing. Job Sharing shall be considered a privilege and not a right, and all approved job shares shall be in compliance with the City's Job Share Policy, #3.53 (10/92).

ARTICLE 45- FLEXIBLE CLASSIFICATIONS - ECEA

(Note: Additional requirements for the Maintenance Worker class series are contained in the MOU Article regarding Public Works Maintenance Worker Classification Series Certification Pay.)

A. Within the City's classification plan, the classes listed below have been identified as "flex classes". These classifications consist of jobs that can be specifically defined and are generally distinguished by title as the I level (i.e., entry) and the II level (i.e., journey).

I level classes are considered the entry level of a class series, which may or may not require experience. This is considered the training level when assigned to a flexible classification.

II level classes are considered the journey level of a class series. Incumbents are fully qualified to perform the full range of day to day activities within the classification.

(Note: The definition of I and II level classes is intended as illustrative only, and is not intended to be exhaustive or restrictive).

The City retains the exclusive right to determine at what level positions will be allocated and filled. Whenever positions are filled at the I (i.e., entry) level, a "I" level incumbent shall be promoted to the "II" level after successfully completing a probationary period, obtaining and demonstrating the required knowledge, skills, abilities and experience as well as obtaining any required licenses or certificates. It is acknowledged and understood that, if an employee does not meet all of the required conditions to advance to the II level by the end of the specific probationary periods defined below, the employee will be separated from City service.

For each of the classes listed below, advancement will be effective the first pay period following a written certification from the appropriate department head that all required conditions for the II level have been met. The department head's decision on when an employee is promoted may not be appealed or grieved.

All employees who have met the criteria for advancement to the II level shall not be required to undergo another recruitment and examination procedure as described in City Personnel Rules 6 and 7, but shall instead be promoted upon the written recommendation of the Department Head and approval by the Personnel Director.

An employee shall be eligible to use accrued benefit leave time after 6 months of employment, even if still in probationary status.

1. MAINTENANCE WORKER I/II (Parks Division)

Employees initially hired into the above listed class at the I level shall advance to the II level upon attaining all of the following conditions (no probationary period at the II level if promoted from the I level):

a. Completion of a minimum of six (6) months and a maximum of eighteen (18) months of satisfactory full-time experience at the I level. Advancement effective the beginning of the first full pay period following written certification from the appropriate department head that all required conditions for the II level have been met, and providing that a minimum of six (6) months of full-time I level experience have been completed.

b. Possession and maintenance of one of the following four items:

1. Valid California Class B California driver's license
   a. Includes successfully passing a DOT pre-employment (promotional) drug test and subsequent random drug tests, and all other DOT requirements.

or

2. Valid California Playground Safety Inspector certification; or

3. Valid California Master Gardener certification; or

4. Valid California Qualified Applicator [Pesticides] certification.

2. MAINTENANCE WORKER I/II (Streets Division)

Employees initially hired into the above listed classes at the I level shall advance to the II level upon attaining all of the following conditions (no probationary period at the II level if promoted from the I level):

a. Completion of a minimum of six (6) months and a maximum of eighteen (18) months of satisfactory full-time experience at the I level. Advancement effective the beginning of the first full pay period following written certification from the appropriate department head that all required conditions for the II level have been met, and providing that a minimum of six (6) months of full-time I level experience have been completed.

b. Possession of a valid class B California driver's license.

c. Successfully passing a DOT pre-employment (promotional) drug test.

3. MAINTENANCE WORKER I/II (Water Distribution Division)

Employees initially hired into the above listed classes at the I level shall advance to the II level upon attaining all of the following conditions (no probationary period at the II level if promoted from the I level):

a. Completion of a minimum of six (6) months and a maximum of eighteen (18) months of satisfactory full-time experience at the I level. Advancement effective the beginning of the first full pay period following written certification from the appropriate department head that all required conditions for the II level have been met, and providing that a minimum of six (6) months of full-time I level experience have been completed.

b. For all Maintenance Worker I employees hired on or after July 1, 2005, possession of a Grade I Water Distribution Operator certification. Certified employees will be reclassified Utility Worker I or II upon obtaining certification.

1. The City may, at its discretion, extend an employee's probationary period through one additional certification testing process, for a total of three (3) such processes, but the City is not obligated to provide this extension. New employees who do not [1] obtain the certification within either 18 months or within three (3) testing periods (if an extension is allowed), or [2] transfer to another division or position not requiring certification, will be separated from City employment. *Note: the City reserves the right to transfer existing employees who do not possess the Water Distribution Operator certification to other divisions whenever the number of certified employees within the Water Distribution Division is not sufficient to allow for the appropriate operation of that Division.

4. MAINTENANCE WORKER I/II (Wastewater Collection Division)

Employees initially hired into the above listed classes at the I level shall advance to the II level upon attaining all of the following conditions (no probationary period at the II level if promoted from the I level):

a. Completion of a minimum of six (6) months and a maximum of eighteen (18) months of satisfactory full-time experience at the I level. Advancement effective the beginning of the first full pay period following written certification from the appropriate department head that all required conditions for the II level have been met, and providing that a minimum of six (6) months of full-time I level experience have been completed.

b. For all Maintenance Worker I employees hired on or after July 1, 2005, employees have the option of obtaining Grade I Collection System Maintenance Technologist certification through the California Water Environment Association. When and if this or similar certification is required by the State, the same terms and conditions outlined in #1 above for Water Distribution Division employees will also apply to Wastewater Collection Division employees. Certified employees will be reclassified Utility Worker I or II upon obtaining certification.

5. SENIOR MAINTENANCE WORKER (including Parks Division)
SENIOR UTILITY WORKER HEAVY EQUIPMENT OPERATOR

a. The above listed classes require a valid/current California Class A commercial driver's license, except for the Senior Maintenance Worker position in the Parks Division, which requires a valid/current California Class B commercial driver's license.

b. Senior Maintenance Workers whose initial City hire date was prior to July 1, 2005, and who are assigned to the Water Distribution Division have the option of obtaining the Grade II Water Distribution Operator certification. Senior Maintenance Workers whose initial City hire date was on or after July 1, 2005, and who are assigned to the Water Distribution Division must possess Grade 2 Water Distribution Operator certification. Certified employees in these divisions will be reclassified Senior Utility Worker.

c. Senior Maintenance Workers whose initial City hire date was prior to July 1, 2005, and who are assigned to the Wastewater Collection Division have the option of obtaining the Grade II Collection System Maintenance Technologist certification through the California Water Environment Association. When and if this or similar certification is required by the State, the same terms and conditions outlined in #1 above for Water Distribution Division employees will also apply to Wastewater Collection Division employees. Certified employees will be reclassified Senior Utility Worker upon obtaining certification.

d. Senior Parks Maintenance Workers whose initial City hire date was prior to January 1, 2008, are required to possess and maintain a valid/current California Class B commercial driver's license. Senior Maintenance Workers whose initial City hire date was on or after January 1, 2008, are required to possess and maintain a valid/current California Class B commercial driver's license AND one of the following three certifications:

1. Valid California Playground Safety Inspector certification; or

2. Valid California Master Gardener certification; or

3. Valid California Qualified Applicator [Pesticides] certification.

6. MAINTENANCE SUPERVISOR (including Parks Division)
UTILITY MAINTENANCE SUPERVISOR

a. For the classes listed above a valid/current California class A or B commercial driver's license is highly desirable, but is not required.

b. Employees with commercial driver's licenses are subject to the City's DOT drug and alcohol testing policy.

c. Maintenance Supervisors whose initial City hire date was prior to July 1, 2005, and who are assigned to the Water Distribution Division have the option of obtaining the Grade II Water Distribution Operator certification. Maintenance Supervisors whose initial City hire date was on or after July 1, 2005, and who are assigned to the Water Distribution Division must possess the Water Distribution Operator certification. Certified employees will be reclassified Utility Maintenance Supervisor.

d. Maintenance Supervisors whose initial City hire date was prior to July 1, 2005, and who are assigned to the Wastewater Collection Division have the option of obtaining the Grade II Collection System Maintenance Technologist certification through the California Water Environment Association. When and if this or similar certification is required by the State, the same terms and conditions outlined in #1 above for Water Distribution Division employees will also apply to Wastewater Collection Division employees. Certified employees will be reclassified Utility Maintenance Supervisor upon obtaining certification.

e. Parks Maintenance Supervisors must obtain and maintain a valid California Qualified Applicator [Pesticides] certification.

Employees in the above listed classes who are required to have, or who voluntarily utilize, a Class A or B driver's license are subject to the City's DOT drug and alcohol testing policy.

Employees in the above listed classes who are reclassified based on the possession of certifications as outlined, will be demoted back to their original class upon subsequently becoming uncertified.

7. BUILDING INSPECTOR I/II
HARBOR OPERATIONS TECHNICIAN I/II

a. Completion of a minimum six (6) month probationary period. If at the end of six months, an employee is not performing at a level that will allow them to promote beyond the I level, they should be separated from City service before the probationary period expires.

b. Completion of a minimum of six (6) months of satisfactory full-time experience at the I level. Advancement effective the beginning of the first full pay period following written certification from the appropriate department head that the employee has completed at least six (6) months at the I level and is performing satisfactorily.

8. TREATMENT PLANT OPERATOR I/II

a. Treatment Plant Operator I is an entry level assignment, and the employee is expected to advance to the II level within the time period specified below.

b. Treatment Plant Operator I must get their Grade I Water or Wastewater Treatment Plant Operator certificate (and/or meet other requirements) no later than the 2nd testing period after their initial hire or appointment date.

1. The City may, at its discretion, extend an employee's probationary period through one additional certification testing process, for a total of three (3) such processes, but the City is not obligated to provide this extension. New employees who do not obtain the certification (and/or meet other requirements) within three (3) testing periods (if an extension is allowed) will be transferred to another division or position not requiring the above certification, or will be separated from City employment.

c. Treatment Plant Operator I must advance to Treatment Plant Operator II by obtaining their grade II Water or Wastewater Treatment Plant Operator certificate (and/or meet other requirements) as currently required by no later than the 2nd testing after obtaining their Grade 1 certificate.

1. The City may, at its discretion, extend an employee's probationary period through one additional certification testing process, for a total of three (3) such processes, but the City is not obligated to provide this extension. New employees who do not obtain the certification (and/or meet other requirements) within three (3) testing periods (if an extension is allowed), will be transferred to another division or position not requiring the above certification, or will be separated from City employment.

d. The probationary period for an employee hired as a Treatment Plant Operator I shall be the length of time required to receive a Grade I certificate and/or Grade II certificate (and/or meet other requirements) as outlined in b and c above. It is the intent of this section to separate from City service an employee who does not obtain each of these certifications (and/or meet other requirements) within the specified time periods. For instance, an employee who does not obtain a Grade I certificate (and/or meet other requirements) no later than the 2nd testing period (or 3rd testing period, if an extension is granted) after their initial hire or appointment date will be separated from City service, and an employee who does not obtain a Grade II certificate (and/or meet other requirements) by the 2nd testing period (or 3rd testing period, if an extension is granted) after obtaining their Grade 1 certificate will be separated from City service. In such cases the probationary period is considered to extend to the date of separation from City service.

1. For employees promoted or demoted into the Treatment Plant Operator I position, it may be possible to transfer or demote into another position not requiring the above certification rather than be separated from City service.

e. It is the employee's responsibility (i.e., the Treatment Plant Operator I), not the City's, to determine and acquire eligibility for and to schedule and take the Grade I and Grade II examinations.

f. A Treatment Plant Operator I who has previously obtained a Grade I certificate shall be promoted to Treatment Plant Operator II upon acquiring a valid State Grade II certificate. Such promotion shall be effective the beginning of the first full pay period following written notification from the appropriate department head that written certification has been received from the State that the employee possesses a Grade II certificate. It is acknowledged and understood that, if a Treatment Plant Operator I fails to pass the Grade II examination by the 2nd testing period (or 3rd testing period, if an extension is granted) after obtaining their Grade 1 certificate, and/or to meet other requirements, the employee will be separated from City service.

1. For employees promoted or demoted into the Treatment Plant Operator I position, it may be possible to transfer or demote into another position not requiring the above certification rather than be separated from City service.

B. Within the City's classification plan, the classes listed below operate like "flex classes" with an incumbent I level employee progressing to the II level when and if all the conditions for the II level have been met. However, it is acknowledged and understood that there are no permanent I level assignments. An employee who is not promoted to the II level after a maximum of two years at the I level will be separated from City service.

The City retains the exclusive right to determine at what level positions will be allocated and filled.

1. ASSISTANT ENGINEER I/II
ENGINEERING TECHNICIAN I/II

Employees initially hired into the above listed classes at the I level shall advance to the II level upon attaining all of the following conditions:

a. Completion of a minimum one-year and a maximum two-year probationary period. If at the end of one year, an employee is not performing at a level that will allow them to promote beyond the I level, they should be separated from City service before the probationary period expires.

b. Completion of a minimum of one year and a maximum of two years of satisfactory full-time experience at the I level. Advancement effective the beginning of the first full pay period following written certification from the appropriate department head that the employee has completed at least one year at the I level and is performing satisfactorily.

2. ACCOUNTING SPECIALIST I/II (update previous change from 6 months to one-year as reflected below)
ADMINISTRATIVE TECHNICIAN I/II*
POLICE RECORDS SPECIALIST I/II
SOURCE CONTROL INSPECTOR I/II

Employees initially hired into the above listed classes at the I level shall advance to the II level upon attaining all of the following conditions:

a. Completion of a minimum one (1) year probationary period. If at the end of one (1) year an employee is not performing at a level that will allow them to promote beyond the I level, they should be separated from City service before the probationary period expires.

b. Completion of a minimum of one (1) year of satisfactory full-time experience at the I level. Advancement effective the beginning of the first full pay period following written certification from the appropriate department head that the employee has completed at least one (1) year at the I level and is performing satisfactorily.

*For these classes, advancement to the II level is based upon meeting the above requirements AND completing and/or obtaining specific requirements determined by the applicable department and Personnel upon appointment at the I level.

C. Within the City's classification plan, the classes listed below may, in certain circumstances, operate like "flex classes" with an incumbent I level employee progressing to the II level when and if all the conditions for the II level have been met. It is acknowledged and understood that absent the requisite licenses and/or certificates, an appointment at the I level is a permanent assignment as opposed to an entry or training level assignment.

The City retains the exclusive right to determine at what level positions will be allocated and filled.

1. <u>EQUIPMENT MECHANIC I/II</u>
<u>SENIOR EQUIPMENT MECHANIC</u>

a. Equipment Mechanic I may be considered a permanent assignment or it may be considered an entry level assignment progressing to advancement to the II level. An Equipment Mechanic I, Equipment Mechanic II, and Senior Equipment Mechanic shall serve a probationary period of six (6) months.

b. Equipment Mechanic I shall be promoted to Equipment Mechanic II upon acquiring any four of the following licenses:

1. Valid California Class A driver's license.
2. California State Brake Inspectors License.
3. California State Lamp Inspectors License.
4. ASE A6 – Automotive Electrical/Electronic Systems.
5. ASE A8 – Automotive Engine Performance.
6. ASE T2 – Diesel Engine Performance.
7. ASE T6 – Diesel Electrical/Electronic Systems.
8. Welding Certificate.

c. Equipment Mechanic II may promote to Senior Equipment Mechanic upon acquiring any four of the following licenses and meeting the appropriate experience requirements:

1. Valid California Class A driver's license.
2. California State Brake Inspectors License.
3. California State Lamp Inspectors License.
4. ASE A6 – Automotive Electrical/Electronic Systems.
5. ASE A8 – Automotive Engine Performance.
6. ASE T2 – Diesel Engine Performance.
7. ASE T6 – Diesel Electrical/Electronic Systems.
8. Welding Certificate.

d. For Equipment Mechanic II and Senior Equipment Mechanic, a valid class A driver's license is highly desirable and may be required. Employees with commercial driver's licenses are subject to the City DOT drug and alcohol testing policy.

1. In the event that the City determines it necessary to require Equipment Mechanic II and/or Senior Equipment Mechanic to obtain a commercial driver's license, the parties agree to meet and confer promptly upon request by the City.

D. Any revisions to class specifications of ECEA represented classes resulting from this Article shall be made as soon as possible. There shall be no requirement for the City to meet and confer regarding amendments to the class specifications that specifically result from this Article.

ARTICLE 46 - PROFESSIONAL ENHANCEMENT - ECEA

Effective July 1 of each year, the City will provide up to a $1,000 salary advancement for each employee desiring to purchase equipment, training, or other professionally enhancing opportunities, or situations. The salary advance must be paid back in equal payroll deductions by the following June 30th. Each employee requesting a salary advance pursuant to this provision must have the approval of the City Manager. The determination as to whether equipment, training, or other professionally enhancing opportunities or situations qualify for salary advancement pursuant to this Article shall be at the sole discretion of the City Manager, whose decision may not be appealed or grieved.

ARTICLE 47 – PUBLIC WORKS MAINTENANCE WORKER CLASSIFICATION SERIES CERTIFICATION PAY – ECEA

Employees in the Public Works Maintenance Worker class series became eligible to receive 5% certification pay for obtaining Water Distribution Operation and and/or Collection System Maintenance Technologist certification.

Employees in the Maintenance Worker class series assigned to the Water Distribution or Wastewater Collection Divisions became eligible to be reclassified into the Utility Worker class series for obtaining the appropriate grade level of Water Distribution Operation and and/or Collection System Maintenance Technologist certification. The requirements and terms for employee reclassifications based on the above certifications are described in detail in the Flexible Classifications Article in this MOU.

Employees who are not assigned to the Water Distribution or Wastewater Collection Divisions, but who possess the above applicable certifications, may still receive certification pay as outlined below.

1. **Possession of Certifications by Employees in Other Public Works Divisions** – Employees in divisions other than the Water Distribution or Wastewater Collection Divisions who obtain the Water Distribution Operator or the Collection System Maintenance Technologist certification will be eligible to receive 5% certification pay for all hours of work performed for the Water Distribution or Wastewater Collection Divisions, i.e., filling in for vacations, responding to callouts, etc. This 5% certification pay will be paid from the applicable Water Distribution or Wastewater Collection Division fund, depending on the Division for which the work was performed.

2. **Possession of Higher Grades Of Certification; Dual Certifications** – Employees who possess certifications in Grades higher than that required for their positions, and employees who possess certifications in both the Water Distribution and Wastewater Collection Divisions will still receive a maximum of 5% certification pay. In other words, no employee will receive more than 5% certification pay, either for higher Grade certifications or for dual certifications, for hours worked in Water Distribution and Wastewater Collection Divisions. However, it is hoped that employees will view obtaining higher Grade or dual certifications as allowing them to broaden their experience and promote into higher level positions.

3. **Eligibility For Certification Pay** – The following ECEA-represented classes assigned to divisions other than Water Distribution or Wastewater Collection, who obtain the appropriate certification level for their position, are eligible to receive 5% certification pay for all work performed in the Water Distribution or Wastewater Collection Divisions that requires certification:

   Heavy Equipment Operator
   Maintenance Worker I
   Maintenance Worker II
   Senior Maintenance Worker
   Maintenance Supervisor

Employees who initially obtain the certification, but subsequently become uncertified, will be ineligible for the 5% certification pay until they again obtain certification.

ARTICLE 48- RATIFICATION AND EXECUTION - ECEA

A. The City and the ECEA acknowledge that this Memorandum of Understanding shall not be effective until ratified by the ECEA's general membership and adopted in the form of a Resolution by the City Council.

B. The individuals signing as negotiators shall recommend that this Memorandum of Understanding be ratified by the ECEA's general membership and adopted by the City Council.

C. This Memorandum of Understanding constitutes a mutual recommendation to the City Council by the individuals signing as negotiators, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, and other terms and conditions of employment for the ECEA and the City.

In witness whereof, the negotiators have signed this Memorandum of Understanding on or about February 7, 2017.

CITY OF EUREKA

By_____
Greg L. Sparks
City Manager

By_____
Rick Haeg
Chief Negotiator

By_____
Gary M. Bird
Personnel Director

EUREKA CITY EMPLOYEES' ASSOCIATION

By_____
Robert Harig, ECEA President
Heavy Equipment Operator

By_____
Kim Carelli, Teamsters
Chief Negotiator