

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF FORT BRAGG



And

THE FORT BRAGG EMPLOYEE ORGANIZATION
AND SERVICE EMPLOYEES INTERNATIONAL

UNION, LOCAL 1021



EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

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ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and the Fort Bragg Municipal Code, agreement has been reached between the City of Fort Bragg (hereinafter referred to as "CITY") and the Fort Bragg Employee Organization (FBEO) affiliated with the Service Employees International Union Local 1021 (hereinafter referred to as "ORGANIZATION").

It is the general purpose of this Memorandum of Understanding (MOU) to promote the mutual interest of the City and its employees and to establish rates of pay, and certain other terms and conditions of employment.

1. The City and the Organization agree that the term of this Agreement shall be from July 1, 2019, through June 30, 2022.
2. Pursuant to the provisions of the City's Employee-Employer Organization Relations Resolution (1868-91) and applicable law, the City hereby acknowledges and recognizes the Organization as the certified representative of the employees in the following classifications:

- Administrative Assistant (Non-Confidential)
- Engineering Technician
- Environmental Compliance Coordinator
- Finance Technician I, II, III
- Government Accountant I and II
- Maintenance Worker I, II, III, IV
- Maintenance Worker – Lead
- Mechanic
- Assistant Planner
- Planning Technician
- Public Works Administrative Analyst
- Systems Technician
- Treatment Plant Operator I, II
- Treatment Plant Operator-in-Training
- Treatment Plant Operator Lead – Wastewater
- Treatment Plant Operator Lead – Water, Collection and Distribution

The term "employee" or "employees" as used herein shall refer to employees employed by the City (excluding Temporary, Part Time, and/or Seasonal) as well as such classes of employees as may be added hereafter through the provisions of the City Employee-Employer Relations Resolution or applicable state law.

3. 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 Organization agree to meet within thirty days for the purpose of renegotiating said article or section.
4. Any conflict between any article or section 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.

5. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
6. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of this Agreement, except regarding the interpretation of this Agreement.
7. The foregoing shall not preclude the parties hereto from meeting and conferring at any time with respect to any subject matter within the scope of meeting and conferring.
8. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that involve the wages, hours and other terms and conditions of employment.

ARTICLE 2 - DEFINITIONS

1. "Agreement" – the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding".
2. "Benefit" – is a service or compensation, other than salary, as provided for in this Agreement.
3. "City" – is the City of Fort Bragg and its City Council.
4. Domestic Partner – A domestic partner as defined under California Family Code section 297.
5. "Department" – consists of the following City Departments: Administrative Services, Community Development, Finance and/or Public Works.
6. "Organization" – is the Fort Bragg Employee Organization affiliated with SEIU Local 1021.
7. "Personnel Rules and Regulations" – means the City of Fort Bragg Personnel Rules and Regulations
8. "Salary" – is the regular hourly monetary compensation as shown in the Compensation Schedule attached hereto as Appendix A.

ARTICLE 3 – ORGANIZATION RIGHTS

Organization employees shall be free to participate in Organization activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations. These rights shall include the following:

1. The right to represent its members before the City Council, Council advisory boards, commissions or committees with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

2. The right to be given reasonable written notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.
3. The right to a reasonable amount of time during working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree are in the shared interest of more harmonious relations. Such time shall be scheduled in advance with the Department Manager or Human Resource Office.
4. The right to the use of a designated bulletin board and/or internal computer mail system for Union business.
5. The use of City facilities for Organization activities, providing that appropriate advance arrangements are made.
6. The City Council or its designated representative will make copies of its meeting agendas available to the Organization via the City's official website: <https://city.fortbragg.com>.
7. Reasonable access to employee work location for officers of the Organization and their officially designated representatives, for the purpose of processing grievances or contacting members of the Organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.
8. It is acknowledged that nothing contained in this Agreement is a waiver by the Organization of its rights under Section 3504 of the Government Code.
9. Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
10. Employees covered by this Agreement are exempt from the provisions of Article V, Section 1 paragraph C of Resolution 1868-91 The City of Fort Bragg Employer-Employee Organization Relations Resolution.
11. Represented employees may request up to a total of 40 hours off per fiscal year to attend SEIU sponsored training. The 40 hours referenced above are the total hours available to all employees requesting such time-off. An employee may use their available vacation or CTO time or request leave without pay at the employee's discretion. The City will not unreasonably deny an employee's request for time off and shall attempt to accommodate requests whenever possible.
12. The City agrees to provide the Organization, within sixty days after the signing of this Agreement, one copy of the Agreement and of any other adopted City or Departmental rule, order, resolution or ordinance pertaining to employees represented by this Organization.
13. New Employee Information and Orientation: During orientation, each new employee represented by Organization shall be given a written statement provided by Organization notifying employee that the Union is the recognized employee organization for his or her

classification. This statement shall include a space for the new employee's name, signature and contact information.

The Union shall have the opportunity to make a 15-minute presentation with new City employee(s) represented by the Union as practical during the first month of their employment. The Union President or his/her designee shall not lose any compensation to meet with any new represented employee(s). In addition, new employee(s) shall not lose any compensation to meet with the Union for the presentation.

ARTICLE 4 – MANAGEMENT RIGHTS

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 the 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 and promote consistent with the City's Personnel Rules.
 - a. Assignment of work – During the term of this agreement, the City reserves the right to assign work, schedule employees, and transfer employees in the City's best interests subject to the Personnel Rules.
 - b. Training – During the term of this agreement, the City reserves the right to train employees according to the City's best interests.
7. To take disciplinary action against employees, consistent with the City's Personnel Rules and applicable law.
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.
9. Determine the location, methods, means and personnel by which operations are to be conducted.
10. To create, modify or delete City and/or Departmental rules and regulations, subject to meet and confer.
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 during health and safety emergencies.

13. To determine the tools, resources and technology for performing City functions.
14. The City shall not meet and confer on any subject preempted by Federal or State law. Where required by law, the City will provide the Organization with notification prior to implementing the exercise of a management right impacting wages, hour, and terms and conditions of employment on FBEO represented employees unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement, City Personnel Rules, or Department Rules and Regulations. Should said impact not otherwise be provided as described above, upon the request of the Organization to meet and confer over the impact of implementing a management right, the City agrees to do so promptly.

ARTICLE 5 – UNION MEMBERSHIP

1. Fair and Equal Representation

It is recognized that the Union must provide fair and equal representation to all employees in all represented classes. Employees who are not members of the Union benefit from Union representation.

2. Dues/COPE/Union-Sponsored Benefit Program Deductions

- A. Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- B. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- C. The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- D. No deduction of dues or service fees shall be made during any pay period in which an employee's earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee.
 - (a) When an employee is in a non-paid status for an entire pay period, no deduction will be made from that pay period. No additional deductions will be made from future earnings to cover pay periods in which no deductions were made.
 - (b) In the case of an employee who is in a non-paid status during less than an entire pay period and whose earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee, no deduction will be made from that pay period, and no additional deductions will be made from future earnings to cover that pay period.

E. The Association shall provide written notice to the City at least 30 calendar days before a change in the amount of dues or service fee will take effect and identify the changed amounts. The Association will provide the same notice to all employees in the unit at the same time.

F. Indemnification. The Association shall indemnify, defend, and hold the City harmless against any liability arising in any forum, whether judicial, administrative, or otherwise, from any claims, demands, or other action relating to the City's compliance with any obligations imposed under this Agreement including but not limited to, deduction of membership dues, , and charitable donations; and the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge in any forum relating to the City's compliance with this Agreement, and the Association agrees to pay any attorney, arbitrator or court fees related thereto, as well as reasonable cost of preparation time by City management.

ARTICLE 6 – CONTRACTING OUT

The City retains the right to contract out municipal services as allowed by law. Whenever the City decides to contract out services and the decision would result in the displacement or reduction in hours for an employee represented by this unit, the City shall provide the Organization with prior notice and shall meet and confer upon request.

ARTICLE 7 – PAST PRACTICE

If the City varies from the explicit terms of this MOU or any City rule, regulation, resolution, ordinance or policy through mistake, misapplication or misinterpretation, it shall not be deemed a past practice, and the City may make correction(s) as necessary. Adequate notification of the correction(s) shall be made to the Organization and to affected represented employee(s).

ARTICLE 8 – GRIEVANCE PROCEDURES

A grievance may be filed by the Organization on its own behalf, on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of this Agreement or the City's Personnel Rules.

The grievance procedure shall be pursuant to Sections 20 and 21 of the Personnel Rules.

1. For disciplinary appeals as defined in Section 20 of the Personnel Rules, upon mutual agreement of the City and the Organization, a disciplinary appeal may be submitted to advisory mediation prior to the issuance of a final decision by the City Manager.
2. For non-disciplinary grievances as defined in Section 21 of the Personnel Rules, upon mutual agreement of the City and the Organization, a non-disciplinary appeal may be submitted to advisory mediation prior to the issuance of a final decision by the City Manager.

ARTICLE 9 – COMPENSATION PLAN RANGES AND SCHEDULE

1. Salary ranges shall be per attached Exhibit A for all employee classifications covered by this agreement.

2. City agrees to pay for any certifications required by State regulating agencies in the performance of job duties.
3. It is agreed that a five-step compensation plan shall be established for all current and future established classifications represented by the Organization. The attached spreadsheet (Exhibit A) reflects the five-step compensation plan established for the classifications represented by the Organization, as updated from time to time in accordance with this Agreement.

ARTICLE 10 – SALARY INEQUITY ADJUSTMENTS

1. Once each year, in December, the Organization shall have the right to request the City to review the salary placement of up to two classifications that meet one or more of the following criteria:
 - A. Significant turnover;
 - B. Difficulty recruiting;
 - C. Internal misalignment with classification(s) with similar responsibilities or duties;
 - D. Range or salary compaction; and/or
 - E. External misalignment with classification(s) with similar responsibilities or duties within the City's benchmark communities; and, one or more relevant local public and/or private agencies including, but not limited to, Mendocino County, Fort Bragg Unified School District, Mendocino Unified School District, Mendocino Coast Hospital District, Mendocino-Lake Community College District and the Ukiah Medical Center. In the event that either party believes there are not sufficient comparisons from among the agreed upon jurisdictions for a particular City job classification, the Organization and/or the City may introduce salary data from other suitable jurisdictions in order to commence the meet and confer process on salary inequity.
2. Requests for review shall include the following information:
 - A. Classification(s) to be studied;
 - B. Which criteria set forth above are applicable;
 - C. Supporting data that justifies the request;
 - D. Any known or anticipated compaction or "ripple effects" created by an adjustment;
 - E. Percentage increase proposed; and
 - F. Estimated cost of salary inequity adjustment requested (including any known benefit cost adjustment).
3. The City will conduct the review and provide copies of the results to the Organization and the affected department(s). Following completion of the review or sixty-days (60) after the Organization's submittal of the information set forth in paragraph 2, whichever is sooner, and upon request of the Organization, the parties shall meet and confer regarding the results. Costs of agreed upon salary adjustments shall be in addition to any salary increases arising out of Article XI (Cost of Living Adjustments) and subject to the approval of the City Council.

ARTICLE 11 – COST OF LIVING ADJUSTMENTS

1. Cost of Living Adjustments: During the term of the Agreement, the City's Compensation Plan, attached as Exhibit A, will be modified as follows:

- A. Effective the first full pay period after July 1, 2019, each employee covered by this Agreement shall receive a cost of living adjustment (COLA) equal to 2.5% of his or her base salary.
- B. Effective the first full pay period after July 1, 2020, each employee covered by this Agreement shall receive a minimum COLA equal to 2% of his or her base salary. If General Fund tax revenues for the first two quarters (July 1, 2019 through December 31, 2019) of Fiscal Year (FY) 2019-20 increase by at least 2.5% but not more than 3.0% over the same period in the prior year, each employee covered by this Agreement will receive an additional COLA of 0.5% of his or her base salary. If General Fund tax revenues for the first two quarters (July 1, 2019 through December 31, 2019) of FY 2019-20 increase by 3.0% or more over the same period in the prior year, each employee covered by this Agreement will receive an additional COLA of 1.0% of his or her base salary. The maximum COLA any employee covered by this Agreement may receive is 3% of his or her base salary. General Fund tax revenues include Property Taxes, Sales Taxes, Transient Occupancy Taxes (TOT) and Franchise Taxes accounted for in the City's General Fund.
- C. Effective the first full pay period after July 1, 2021, each employee covered by this Agreement shall receive a minimum COLA equal to 2% of his or her base salary. If General Fund tax revenues for the first two quarters (July 1, 2020 through December 31, 2020) of FY 2020-21 increase by at least 2.5% but not more than 3.0% over the same period in the prior year, each employee covered by this Agreement will receive an additional COLA of 0.5% of his or her base salary. If General Fund tax revenues for the first two quarters (July 1, 2020 through December 31, 2020) of FY 2020-21 increase by 3.0% or more over the same period in the prior year, each employee covered by this Agreement will receive an additional COLA of 1.0% of his or her base salary. The maximum COLA any employee covered by this Agreement may receive is 3% of his or her base salary. General Fund tax revenues include Property Taxes, Sales Taxes, Transient Occupancy Taxes (TOT) and Franchise Taxes accounted for in the City's General Fund.

ARTICLE 12- OVERTIME

The City has the right to assign and schedule overtime for represented employees. Departmental practices in effect as of July 1, 2007 shall be maintained as follows:

1. Water/Wastewater Treatment

a. Holidays

- i. Assigned on voluntary basis;
- ii. Employee working the Sunday through Thursday shift works Monday holidays;
- iii. Employee working Tuesday through Saturday shift works Thursday or Friday holidays;
- iv. Assigned to lowest seniority employee in any other cases.

- b. Overtime required to complete tasks in progress is assigned to the involved employees as required for continuation of effort.
- c. Call outs are prioritized by seniority within the classification.
- d. Any situation not covered by items a through c is offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classification starting with the least senior employee.

2. Streets and Maintenance

- a. Overtime required to complete tasks in progress is assigned to the involved employees as required for continuation of effort.
- b. Call outs and any other situation requiring overtime are offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classification starting with the least senior employee.

3. Other Employees

- a. For employees not within the Public Works Department (Water/Wastewater Treatment and Streets and Maintenance) required overtime happens infrequently and will be assigned in advance when practical with no established policies in place. The Department Manager assigns and approves overtime on an as-needed basis.

4. For employees covered by this Agreement, hours worked beyond eight hours per day and/or forty hours per week shall be calculated to the nearest quarter hour worked and shall be compensated at one and one half times the employee's hourly rate of pay.

5. In lieu of cash payment for overtime worked, employees may choose to "bank" any overtime hours (credited at one and one half times the actual overtime hours worked) for later use as compensatory time off (CTO). CTO may be accumulated to a maximum of one hundred and four (104) hours. CTO use must be pre-approved by immediate supervisor.

Employees may request, at time of submission of any time sheet during the year, payout of any or all of accumulated CTO. Each December 31 the City may, at its option, pay off all accumulated CTO to each employee at the employee's current salary rate.

6. For the purpose of defining "hours worked", the following shall apply:

- a. Hours worked shall include all actual hours worked.
- b. Hours worked shall also include all paid leave hours, except compensatory time off. This means that hours worked includes medical leave, family leave, bereavement leave, vacation time, holiday leave, or any other form of paid leave, except compensatory time off.

ARTICLE 13 – ASSIGNED STANDBY AND CALLBACK TIME

An employee who is eligible to receive overtime pay shall receive a minimum credit of three-hours (or the actual time worked if over three hours) of overtime as provided by this Memorandum of Understanding (MOU) if the employee reports to a job site in response to a call from a supervisor, Department Manager or designee of the Department Manager or City Manager, or in response to a call out by the Police Department or City facility alarm-initiated call. Such employee shall not be considered to be in a stand-by status or eligible for stand-by pay. If an employee is called back a subsequent time during a given three-hour period, such employee is not entitled to an additional minimum three hours of overtime. Employees may not initiate their own callbacks. An employee responding to an authorized call out may call in additional employees if the situation requires additional employees to safely and/or effectively deal with the call incident

1. Assigned Standby at Water and Wastewater Treatment Facility

a. The City shall assign an employee to be on standby at Water and Wastewater Treatment during off hours and the employee shall be compensated in accordance with this section. For purposes of this Section, "assigned standby" shall be defined as a period of time during which an employee designated by his/her supervisor or Department Manager shall be available to provide services when needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact.

Employees shall be compensated at an assigned standby rate of two hours of pay at their regular hourly pay rate per day assigned as standby person.

b. If called out to perform any service during an assigned standby period, the employee shall receive a minimum credit of two-hours (or the actual time worked if over two hours) of overtime in addition to the stand-by rate.

ARTICLE 14– TEMPORARY ASSIGNMENTS TO HIGHER PAID POSITION

1. Effective January 1, 2017 an employee is temporarily assigned by their supervisor, the Department Manager or the City Manager to perform the duties of a higher paid position for five consecutive days or more, said employee shall receive additional compensation equal to 5% of their current salary provided that the resultant pay shall not exceed that of the employee being replaced.
2. A regular employee so temporarily assigned need not be qualified by examination or have standing on an eligibility list for the higher class. A temporary assignment of the duties of a higher class under this section is distinguished from a temporary appointment as provided in the Personnel Rules and Regulations, in that the employee is not appointed to the higher class but is assigned all of the duties of the higher class and is not paid the salary as provided for that higher class. The temporary assignment, unlike a temporary appointment, may be made without reference to an eligibility list.

3. A temporary assignment by a Department Manager of a regular employee to work in a higher class requires prior authorization by the City Manager. Temporary assignment pay will not be granted retroactively.
4. Temporary assignments may be made by the City Manager subject to the provisions above when a position is vacant or when an incumbent employee is absent from a position. Such assignments shall be temporary and shall terminate when the position is filled, when the incumbent employee returns to work, or when the temporary assignment is discontinued.
5. For extended assignments that will last beyond 30 days, the assigned employee shall receive compensation equal to Step 1 of the higher classification or an additional 5% of the assigned employee's current salary, whichever is greater, beginning on the 31st day of assignment. If an employee is at a step in a temporary assignment in excess of 365 days he/she shall be moved to the next step in the salary range for the temporarily assigned classification.
6. A Personnel Action Form shall be completed by the Human Resources Office, approved by the Department Manager and City Manager, and placed in the employee's personnel file for each such assignment.
7. Should the assigned employee take any form of paid leave during the first 30 days of the temporary assignment, assignment pay will not be paid for any such leave hours taken.
8. Whenever reasonable, at the discretion of the City Manager or his/her designee, an employee's temporary assignment time may be applied to their promotional probationary period.

ARTICLE 15 – BILINGUAL INCENTIVE PAY

1. Any employee whose duty assignments require regular and frequent use of bilingual language skills shall receive bilingual pay. The determination of whether the employee's duty assignments require regular and frequent use of bilingual language skills shall be made by the City Manager. The employee shall retain such bilingual designation throughout the duration of the employee's assignment. When a regular employee is assigned to duties requiring regular and frequent use of bilingual language skills, s/he shall receive \$80.00 per pay period. When a regular Part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated. The scheduled increases, during the life of the Agreement as identified above, shall also be prorated.
2. As used in this section, the phrase "regular and frequent" means that the employee's duty assignments normally require the employee to use bilingual skills at least once each working day, or at least five (5) times each work week. An employee's ability to read, write, or speak a foreign language, and/or occasional incidental use of foreign language skills on the job shall not warrant a bilingual allowance.
3. Employees must pass a fluency test as required by the City in order to be eligible for bilingual incentive pay. The fluency test will be administered by the Human Resources Office or its designee. All employee classifications are eligible for bilingual incentive pay.

ARTICLE 16 – LONGEVITY PAY

In recognition of long term service to the City, the City will provide one-time payments to employees as follows:

\$750 at the beginning of the eleventh (11th) year of employment;

\$1,500 at the beginning of the sixteenth (16th) year of employment; and

\$2,000 at the beginning of the twenty-first (21st) year of employment.

Longevity payments will be made during the regular pay period in which the employee's anniversary date falls, and will be included in the employee's regular paycheck.

ARTICLE 17– REST AND MEAL PERIODS

1. The City agrees to provide, except in cases of emergency, all full-time employees with two rest periods of fifteen minutes each during each day. One such rest period shall be prior to the meal period and the second rest period shall be following the meal period.
2. The meal period shall not be less than thirty minutes. The meal period shall be between the end of the third hour and the beginning of the sixth hour after work starts, unless otherwise agreed upon by the employee and their immediate supervisor, in accord with the applicable City policies as may be established.

ARTICLE 18– SICK LEAVE

1. **Accrual:** All full-time probationary and permanent employees shall accrue sick leave at a rate of eight hours per month beginning at the end of the first thirty one days of employment and sick leave may be accrued with no maximum limit.
2. **Personal Use:** Sick Leave may be used as accrued. It is to be used for illness or injury and may not be used to supplement days off except as may be provided in the Personnel Rules Section 15.2.
3. **Family Care Use:** Accrued sick leave may be used for care of children, siblings and parents, (be they natural, adoptive, step or foster of the employee or their current spouse, if employee is married), domestic partner or spouse, to a maximum of eighty hours in the calendar year of January 1 through December 31. It is further provided that an additional forty hours of accrued sick leave per calendar year may be used for such care in unusual or emergency cases with the approval of the City Manager.
4. **Documentation:** Employees will follow departmental policies in documenting sick leave used. A physician's certification form may be required at the discretion of the Department Manager or City Manager for absences of three consecutive work days or more, unless the Department Manager, Administrative Services Office and/or City Manager has questions and/or concerns about the frequency of absences, then the physician's certification form may be required for any amount of absences.
5. **Conversion:**

- A. Sick leave accrued in excess of eight hundred hours may be converted to vacation on the basis of three hours of vacation time for each ten hours of sick leave accrued and converted.
 - B. Up to 25% of sick leave accrued in excess of one thousand hours may be converted without loss of balance of sick leave, to vacation on the basis of one hour of vacation time for each hour of sick leave accrued and converted.
 - C. Conversions may be made once each year in the month of December.
 - D. Conversion is not applicable if an employee is discharged for cause.
6. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency, subject to review and approval by the City Manager, on a case by case basis subject to the provisions of Personnel Rules Section 18.
 7. Compensation on Separation: Upon separation after two or more years of service, an employee shall be paid for 30% of unused, accrued sick leave. This provision is not applicable where sick leave is otherwise converted or transferred for other credit. Such compensation is not applicable if an employee is discharged for cause.
 8. Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): As provided for in the Federal Family and Medical Leave Act of 1993 and the California Rights Act as per Section 16 of the Personnel Rules.
 9. For fitness for duty examinations related to non-work-related condition(s) that cause an absence from work as defined in Section 15 of the City's Personnel Rules, the City will pay mileage for travel to and from the location of the examination using the same criteria as for other travel reimbursements.

ARTICLE 19- HOLIDAYS

1. All full-time probationary and permanent employees shall receive their regular pay for the following holidays:

January 1
 3rd Monday in January (Martin Luther King Jr. Day)
 3rd Monday in February (Presidents' Day)
 Last Monday in May (Memorial Day)
 July 4
 1st Monday in September (Labor Day)
 2nd Monday in October (Columbus Day)
 November 11
 4th Thursday in November (Thanksgiving)
 Friday after Thanksgiving
 December 24
 December 25

And every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

2. In addition to the above, employees shall receive two (2) floating holidays per fiscal year. A floating holiday may be taken as time off only, with advance approval by the Department Head or City Manager and scheduled with due regard to the wishes of the employee and convenience of the City. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30th of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. A new employee hired after January 1st in any fiscal year shall be entitled to one floating holiday for the balance of the fiscal year. Floating holiday time may not be exchanged for actual compensation under any circumstances.
3. Holiday leave shall be administered as provided for in Section 15 of the Personnel Rules.

ARTICLE 20 – VACATION

1. Accrual: All full-time probationary and permanent employees shall accrue vacation as follows:
 - a. 3.39 hours per pay period for less than three (3) years of service (88 hours annually). (i.e.0-36 months)
 - b. 4.62 hours per pay period for three (3) or more years of service and less than ten (10) years of service (120 hours annually).(i.e. 37-120 months)
 - c. 6.16 hours per pay period for ten (10) or more years of service and less than fifteen (15) years of service (160 hours annually). (i.e.121-180 months)
 - d. All full-time, permanent employees covered under this Agreement with fifteen (15) or more years of service shall accrue vacation at the rate of 7.69 hours per pay period (200 hours annually). (i.e. more than 180 months)
2. Accumulation: Vacation time can be accrued and accumulated to a maximum of two hundred forty (240) hours for employees with less than ten years of service and up to a maximum of three hundred forty (340) hours for employees with ten years or more of service.
3. Use: Accrued vacation time may be used in blocks of one-half-hour or more. All vacation use must be pre-approved by immediate supervisor.

ARTICLE 21 – BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family (see Section 15.2.6 of the Personnel Rules for definition of "immediate family"), the employee shall be granted necessary time off, with compensation, for the purpose of attending the funeral and/or to personal affairs, of up to three consecutive work days. In the event of unusual travel time requirements, the City Manager may approve up to a total of five work days. Proof of relationship and/or death may be required.

ARTICLE 22– HEALTH INSURANCE, DENTAL INSURANCE, VISION CARE PLAN, LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE

1. For purposes of this Article, the following definitions shall apply:
 - a. Legally Separated - A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of City covered health insurance purposes.

The insurance Provider shall determine if the separated spouse is eligible for coverage under the City Health Plan(s)

2. Health, Dental and Vision Insurance

- a. City shall provide health, dental and vision insurance plans for employees and shall make such plan available for any dependents. The Insurance Provider shall determine if a legally separated spouse is eligible for coverage under the City's group health and dental plans.
- b. Effective July 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums required for the vision plan.
- c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
- d. Employees may elect to opt out of the medical plan completely, in which case the employee will receive an opt out payment of \$200 per pay period. This payment will be paid to the employee as taxable income to the extent required by law.

3. Health and Dental Insurance on Retirement

For purposes of this section, the term "retiree" is defined as:

An employee who has a minimum of ten (10) years employment with the City, whose last day of employment preceding retirement through the California Public Employee Retirement System (CalPERS) was with the City, who immediately begins receiving CalPERS benefits upon retirement from the City, and who continuously maintains retiree status with CalPERS.

- a. For employees hired on or before December 31, 1991:
 - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
 - ii) The City will make available health and dental insurance in the City-approved plan(s) for the spouse or domestic partner only of a retiree if retiree was married or in a domestic partnership at the time of retirement.
 - iii) The City will pay the cost of spousal/partner health coverage based on the following schedule. Retirees must be at least sixty (60) years of age at retirement in order to receive this benefit. If an employee retires earlier than age 60 as allowed under the CalPERS retirement plan, the employee/retiree is responsible for 100% of the cost of spousal/partner health insurance coverage until the retiree reaches the age of sixty (60).

Retiree Completed Years of Service	City-Paid Portion of Dependent Health Premiums
10 Years	10%
11 Years	20%
12 Years	30%
13 Years	40%
14 Years	50%
15 Years	60%
16 Years	70%
17 Years	80%
18 Years	90%
19 Years	100%

- iv) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
 - v) The retiree is responsible for 100% of the cost of spousal/partner coverage in the City's dental plan.
- b. For employees hired on or after January 1, 1992 but before July 1, 2003:
- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
 - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- c. For employees hired on or after July 1, 2003 but before July 1, 2007:
- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement until the retiree reaches the minimum required age for Medicare eligibility, at which time the City will only provide a supplemental prescription drug plan for the retiree.
 - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- d. For employees hired on or after July 1, 2007:
- i) The City agrees that employees/retirees only may remain on the City's health and dental insurance plans until retiree reaches minimum Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree only coverage which shall be paid to the City in a timely manner.
- e. For employees hired on or after July 1, 2011:
- i) Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.

- f. The City shall not provide vision care for retirees and/or retiree dependents.
 - g. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).
 - h. Upon request by the Organization, the City agrees to meet and discuss pre-funding retiree health benefit cost options such as Voluntary Employee Beneficiary Associations (VEBA's). The City is under no obligation to contribute funds or in any other way incur costs in considering alternative post-retirement benefits funding options.
4. Safety Glasses
- a. Where and when the wearing of safety glasses is mandatory, the City shall provide reimbursement of the actual cost of required prescription safety glasses up to a maximum of \$225 per fiscal year per employee, or \$450 every other fiscal year.
5. Long Term Disability Insurance
- a. Employees covered under this Agreement may participate in the group long term disability insurance program. For an overview of the plan see the certificate of insurance on file in the City Finance Department.
 - b. The City shall pay half the cost of the program with the balance to be paid by employees, through payroll deduction.
6. Cafeteria Plan (Flexible Spending Account)
- a. The City shall pay the plan administration fees for the Plan.
7. Life Insurance
- a. City agrees to provide a life insurance policy for each employee in the amount of \$50,000.00. City agrees to pay all costs of such policies.

ARTICLE 23– DEFERRED COMPENSATION PLAN

The City agrees to continue in effect the deferred compensation plans as approved by resolution of the City Council.

ARTICLE 24– RETIREMENT

- 1. The City offers the 2% at 55 CalPERS Retirement Plan for CalPERS Classic members and 2% at 62 for CalPERS non-Classic members (PEPRA) represented by this Organization.
- 2. For employees hired after March 13, 2006 and before January 1, 2013, the City agrees to pay the cost of the employer share and to pay EPMC pursuant to Government Code Section 20691 according to the following time-in-grade schedule (pursuant to Government Code Section 20626(e)(1)):

Years 1 through 5 at 0%

3. Once a newly-hired employee accrues five (5) years of total service (either on a continuous or cumulative basis), s/he shall be entitled to payment of EPMC on the same terms that apply to all other employees covered by this Agreement.
4. Effective the first full pay period in July 2014, for employees covered by this Agreement who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 2% of the employee contribution to CalPERS premiums as Employer Paid Member Contributions (EPMC) pursuant to Government Code Section 20691.
5. Effective the first full pay period in July 2015, for employees covered by this Agreement who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 1% of the employee contribution of CalPERS premiums as Employer Paid Member Contributions (EMPC) pursuant to Government Code Section 20691.
6. Classic employees: Effective the first full pay period in July 2016, for employees covered by this Agreement the City agrees to pay the full cost of the employer contribution. The employee will pay 100% of the member share of CalPERS premiums, or 7% of reportable compensation.
7. Effective July 1, 2018, in addition to paying 100% of the employee share of CalPERS premiums, classic employees shall pay, through payroll deduction, an additional 1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.
8. PEPRAs employees: effective July 1, 2018, PEPRAs employees shall continue to pay 50% of the normal cost of their pension costs.

ARTICLE 25– TUITION AND TEXTBOOK REIMBURSEMENT

1. To the extent funding is available, the City shall, for those employees represented by this Organization, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$950 per fiscal year. Only costs for required course materials (not including computers) for course approved by the Department Manager or City Manager shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case by case basis.
2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position, which are attended on employee's own time.
3. Reimbursement shall only be available to employees who have prior approval from the City Manager, prior to beginning of the class(es) and if funds are available within the employee's departmental budget.
4. Maintenance Worker II personnel who wish to obtain and maintain their Water Distribution (D2) certification will be reimbursed for the costs of the required coursework and payment of license fees from the educational reimbursement allowance provided for each employee. Employee must request and obtain Department Manager approval before any training is taken or fees or other expenses are incurred. Such approval shall be in writing and placed in the employee's personnel file.

ARTICLE 26– UNIFORMS AND BOOTS

1. **Safety Jackets:** All full-time probationary and permanent employees, listed below, shall be provided a safety-orange jacket.
2. **Uniforms:** The City requires, for all employees listed below, the wearing of uniforms while on duty. The City will provide five uniform changes per week, safety vest and rain gear. The City shall provide for regular laundering and maintenance of uniforms.
 - Environmental Compliance Coordinator
 - Maintenance Worker I, II, III, IV
 - Maintenance Worker - Lead
 - Mechanic
 - Treatment Plant Operator I, II
 - Treatment Plant Operator Lead- Wastewater
 - Treatment Plant Operator-in-Training
 - Treatment Plant Operator Lead– Water, Collection and Distribution
 - Engineering Technician
3. **Footwear:** As part of the standard uniform, the City will reimburse the aforementioned classifications up to \$250.00 per year for the purchase or repair of boots, which meet the OSHA/ASTM footwear standards, and which shall be required by the City for each classification listed above. The employee shall be required to provide a receipt and description of the boots purchased/repared for approval by his/her Department Manager. Reimbursement shall be provided within ten (10) days following provision of this information to the Finance Department.
4. The Environmental Compliance Coordinator shall be provided a Lab coat.

ARTICLE 27– EQUIPMENT PURCHASE LOAN PLAN

All employees covered by this Agreement shall have the option of entering into an equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, either on or off duty, to improve the employee's job performance. This plan has the following limitations:

1. The loan total shall not exceed \$3,000.00.
2. Employee cannot add to an existing loan without the recommendation and express permission of the City Manager.
3. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City, as of the date of the loan, plus .25 percent.
4. Loans shall be repaid via payroll deductions. Loans of less than \$1,000.00 shall be repaid in twenty six equal installments. Loans of \$1,000.00 or more but less than \$2,000.00 shall be repaid in fifty two equal installments. Loans of \$2,000.00 or more shall be repaid in seventy eight equal installments. In no case shall deductions be more than \$50.00 per paycheck, except in the event of separation. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issue, the City will deduct the balance of the loan from the final paycheck.

5. The employee shall provide documentation, such as an invoice or receipt, prior to issuance of the loan, to serve as proof of purchase.
6. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
7. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.
8. Once all necessary documentation has been supplied and the employee signs all equipment loan documents, issuance of the loan will be processed within fourteen (14) days of final approval of all approved paperwork.

ARTICLE 28– AUTOMOBILE USE AND TRAVEL REIMBURSEMENT

1. In those instances where a City vehicle is not available for use and the employee is required to use his/her private vehicle on City business, travel expense reimbursement shall be at the rate allowed by the Internal Revenue Service for mileage driven on City business. Use of a personal vehicle shall be approved in advance by the Department Manager.
2. Prior to the use of their private vehicle, employees must provide the City with a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive automobile liability insurance or business automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.
3. Employees shall be reimbursed for expenses incurred while on assignment outside the Fort Bragg area as follows:
 - a. Lodging: Maximum of \$140.00 per night, which shall include local taxes, but exclude tips, porter's fees, telephone (except for City business calls only), room service, movies, valet, etc.
 - i) When traveling to a high cost area, the Department Manager or City Manager may approve a higher maximum than shown above.
 - ii) When an employee lodges at a hotel/motel at which the training program/ meeting/seminar is being conducted, the employee shall be reimbursed for actual lodging costs if higher than the amount above. Approval of the Department Manager or City Manager is required.
 - iii) Receipts are required for all lodging costs.
 - iv) When shared by others, only a pro rata share of the cost will be reimbursed. When furnished by a government agency or other source, or otherwise obtained without cost, (i.e. lodging with friends or relatives) there shall be no reimbursement.
 - b. Meals: Per diem allowances for meals shall be provided and employees shall be eligible to claim for breakfast per diem (\$10.00) if they are in travel status as of 6:00 a.m.; employees shall be eligible to claim for lunch per diem (\$15.00) if they are in travel

status between the hours of 11:00 a.m. and 2:00 p.m.; employees shall be eligible to claim for dinner per diem (\$25.00) if they are in travel status as of 6:00 p.m.

If some meals are furnished when traveling on a per diem, they may not be claimed and/or they will be deducted at the basic rate as provided above.

- c. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
- d. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
- e. Tickets: Copy of tickets used for travel must always be furnished with claim.

ARTICLE 29– PERSONAL PROPERTY

- 1. The City provides all equipment and supplies, which are required for performance of employee job duties. In any situation where an employee requests to use personal property or equipment for the completion of job tasks, the Department Manager must provide written authorization in advance.
- 2. Rental and Repair/Replacement
 - a. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The City Manager shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have more than minor value and are listed on an inventory of such items which has received Department Manager authorization for use.
- 3. Upon approval of the City Manager, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing, necessarily worn or carried by the employee or required by the nature of his duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from City facilities.

ARTICLE 30 – PERFORMANCE EVALUATIONS

Both the City and the Organization encourage the timely evaluation of employee performance. Toward that end, the City places priority on the completion of performance evaluations by supervisory personnel in a timely manner.

During the term of this Agreement, the City agrees to discuss with the Organization concerns involving the timely conduct of performance evaluations.

ARTICLE 31 – ADDITIONAL EMPLOYMENT

Employees will not be prevented from engaging in secondary employment during off-duty time provided it does not create a conflict of interest as determined by the City Manager or a scheduling conflict with their work for the City.

EXHIBIT A – CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Round hourly pay rate up to the nearest cent.

FOR THE CITY OF FORT BRAGG

DATE 7-12-19

Tabatha Miller
Tabatha Miller; City Manager

Attest:

June Lemos
June Lemos, CMC, City Clerk

FOR THE FORT BRAGG EMPLOYEE ORGANIZATION/SEIU LOCAL 1021

DATE 7/12/19

Alden Ramos
Alden Ramos, Organization President

Heath Daniels
Heath Daniels, Organization Vice-President

Laura Bianchi-Limbard
Laura Bianchi-Limbard, Bargaining Team Member
BIANCHI LIMBARD

Joanna Gonzalez
Joanna Gonzalez, Bargaining Team Member

Patrick Hickey
Patrick Hickey, SEIU Local 1021; Field Representative

John Stead-Mendez
John Stead-Mendez, SEIU 1021 Executive Director

