

Memorandum of Understanding

LOCAL 1021 SERVICE EMPLOYEES INTERNATIONAL UNION, CTW

and the

City of Jackson

Effective July 1, 2016 through June 30, 2019

ARTICLE 1: PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between the City of Jackson and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding wages, hours and terms and conditions of employment.

ARTICLE 2: RECOGNITION

The City of Jackson (City) recognizes Service Employees International Union Local 1021 (Union) as the exclusive bargaining representative for employees holding classifications listed on Appendix "A."

The City shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of the duties now included within the above-referenced classification. On an as needed basis, representatives of the City and Union shall meet for the purpose of assigning any other newly created classifications to the bargaining unit. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.

In disputes between the City and the Union over the assignment of newly created classifications to the bargaining unit, the arbitrator shall decide the matter on the following basis:

The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an SEIU-represented classification or if a newly created classification is without clear recent precedent in the City service, whether or not the duties of such classification are in general character, similar to those within SEIU-represented units. In case of an arbitration involving a classification without clear recent precedent in the City service, an arbitrator shall receive as relevant evidence the views of affected employees.

In the resolution of disputes arising from this section, the parties agree on the selection of a permanent arbitrator for each fiscal year from a panel of no less than five arbitrators. In case of disagreement on the selection of the five-member panel or the selection of the arbitrator, the provisions of Article 21 of this Agreement shall apply.

ARTICLE 3: POLITICAL ACTIVITY

No person employed by the City shall, during his or her working hours, seek election, nomination, or appointment as an officer of a political campaign favoring or opposing any candidate for election, or distribute badges, pamphlets, dodgers or handbills of any kind favoring or opposing any candidate for election or for nomination to any public office. This resolution does not prevent any such officer or employee from becoming, or continuing to be a member of a political club or organization, from attending political meetings, or from seeking or accepting election or appointment to a public office during his or her off-duty hours, nor does it prevent the display of campaign advertisement on personal vehicles.

Violation of any of these provisions of this article shall make the employee subject to disciplinary action.

ARTICLE 4: NO STRIKE/NO LOCKOUT

It is mutually agreed and understood that during the period this MEMORANDUM OF UNDERSTANDING is in force and effect, the Union will not authorize or engage in any strike, or work stoppage. The City agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this agreement.

ARTICLE 5: FLSA COMPLIANCE

The City shall comply with the provisions of the Fair Labor Standards Act.

ARTICLE 6: SEVERABILITY

If, during the term of this agreement, there exists any applicable law, rule, regulation or order issued by governmental authority other than the City which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect there under so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this agreement shall not invalidate any remaining provisions, which shall continue in full force and effect.

In the event of such severance of a provision of this agreement, the City and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

ARTICLE 7: NONDISCRIMINATION

The provisions of this agreement shall be applied, subject to state and federal law, without discrimination because of mental, physical or sensory handicap, age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, union activity, or membership or non-membership in any employee organization.

The City and the Union shall share jointly the responsibility for application of the above section.

7.1 Sexual Harassment: Sexual harassment may be summarized as follows: Sexual harassment consists of any unwanted verbal or physical conduct of a sexual nature directed toward an employee or member of the public doing business with the City or an employee's participation in creating a hostile work environment based on gender. Sexual harassment is cause for disciplinary action. Courtesy, consideration for others, and acknowledgment that the work place is for working are the collective basis for avoiding sexual harassment.

ARTICLE 8: SHOP STEWARDS

The City recognizes the need and affirms the right of the Union to designate two shop stewards and an alternate from among employees in the unit. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

The shop steward recognizes the fact that the supervisor is the key person for the City and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, City or Department policy or MOU.

The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the City in writing of the names of the stewards.

If a worker has a grievance and wishes to discuss it on City time with a designated steward, she/he shall be allowed the opportunity within a reasonable amount of time to verify if his/her designated steward is present and available to be seen.

A reasonable amount of time shall be granted to the worker and steward to handle the investigation of the grievance. The parties agree that in handling grievances, the worker and the steward will use only the amount of time necessary to handle the grievance and that such investigation may take place on City time.

Representatives of the Union shall be permitted to visit all properties wherein employees under this MOU are employed for the purpose of observing working conditions.

ARTICLE 9: UNION SECURITY

Every employee covered by this MOU shall, as a condition of employment: (1) become a member of the Union and maintain the employee's membership in the Union in good standing in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee shall tender monthly, an agency or service fee in an amount equal to the amount of the monthly dues required of members except that any employee appointed to any classification out of the bargaining unit covered by the MOU may withdraw from membership in the Union, and the employee's obligation to pay an agency or service fee shall be suspended for the duration of such period as the individual is working for the City in a job classification not covered by this MOU.

Any employee who is or who becomes a member of the Union shall, as a condition of employment, maintain the employee's membership in the Union in good standing in accordance with its constitution and bylaws.

The City shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for in the above paragraph, who are not exempted by the provisions above, and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Deductions shall be made from the payroll period each month, and a check for the total deductions shall be submitted to the Treasurer of S.E.I.U. Local 1021 within five (5) working days of the date the deductions are withheld from the employee's check. The City will notify the Union each month at the time of the dues transmittal to the Union of any changes since the previous dues transmittal and the reason thereof.

The form of check-off authorization for dues deduction shall be approved by both the Union and City.

Upon written request from the Union, the City shall, within twenty-one (21) calendar days terminate the employment of any employee who fails to comply with the requirements of this Article.

The City shall provide all new employees with Union membership application forms, payroll deduction authorization forms, and a copy of this Agreement on or before the first day of employment. Such materials will be furnished to the City by the Union.

Unit members covered by this Agreement may voluntarily choose to authorize the City to make regular payroll deductions from their wages for the purpose of supporting candidates for federal, state and local office and for addressing political issues of public importance. Such deductions shall be regularly forwarded to the SEIU Committee on Political Education (COPE) fund, together with a list of unit members authorizing them and the amount deducted from each unit member. The City will begin deductions on receipt of a signed COPE deduction card. Unit members may cancel authorization within thirty (30) days notice.

ARTICLE 10: SAFETY

10.1 Safe Conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger health or safety.

10.2 Joint Responsibility – Cal/OSHA. The City recognizes the responsibility to comply with Cal/OSHA in providing employees with safe working conditions, and the Union recognizes the employee's duty to utilize safe working procedures and to report safety hazards and unsafe conditions to their immediate supervisors.

10.3 Safety Committee.

To insure employer/employee recognition of the importance of a safe working environment and conditions, a City-wide safety committee shall be constituted.

The Safety Committee shall make recommendations to the City Manager. The Safety Committee shall research, identify and prioritize such recommendations based on a majority vote of the committee. Recommendations shall include documented findings supported by evidence identifying the safety problem/hazard. Extensive use shall be made of recognized and authoritative agencies (e.g., Cal/OSHA, State Department of Industrial Relations, etc.).

The City Manager shall provide a written response stating the City's position regarding the committee's recommendation within thirty (30) days of the receipt of such recommendation(s).

The City-wide Safety Committee shall meet monthly during the calendar year, or scheduled as needed, to review and make recommendations on the following items:

- Accident reports filed by employees during the intervening period to review the cause and develop a follow-up procedure for correction, if possible.
- Reports filed by employees or others of alleged safety deficiencies or problems.
- Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks and the responsibility of employees concerning safety practices.

The Safety Committee shall be composed of two members of the bargaining unit and one representative of management.

10.4 Safety Equipment. The City agrees to provide or make available needed safety equipment as recommended by the Safety Committee, unless the recommendations are not financially feasible.

10.5 Safety Classes. The City agrees to compensate any employee who is required by the City to attend safety classes and first-aid classes outside of his/her normal workday.

10.6 Accident Reports. In case of an accident on the job, the City shall make available the necessary accident reports and assist the employee to complete these forms.

ARTICLE 11: PROBATIONARY PERIOD

11.1 Probationary Period of Twelve Months A regular employee shall be required to serve a probationary period of twelve (12) months from the date of employment or promotion. Upon successful completion of probation, such employee shall be granted regular full-time status. The twelve (12) month probationary period may be extended up to three (3) additional months by mutual agreement of the parties.

11.2 Probationary Employees During the probationary period, employees shall receive performance evaluations provided in Article 12. During probation, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

11.3 New Probationary Employees: Termination During Probationary Period A new probationary employee may be terminated for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to satisfactorily perform his or her duties during the probationary period.

- a. **Notice of Termination** A new probationary employee who is terminated shall be given written notice of said action.
- b. **No Right of Appeal; Exceptions** A new probationary employee who is terminated shall have no right to appeal or to grieve the termination with the following two exceptions. A new probationary employee who is terminated for failing to satisfactorily perform duties during the probationary period who has not had at least two (2) timely evaluations as set forth in Article 12, or who has cause to believe that his/her termination was based on unlawful discrimination shall have the same appeal rights accorded to regular full-time employees from disciplinary actions.

11.4 Promoted Probationary Employees: Return to Previous Position During Probationary Period A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to satisfactorily perform his or her duties during the probationary period. A promoted probationary employee may not be terminated from employment for failing to

satisfactorily complete his/her probationary period, but may be terminated for just and sufficient cause as set forth in Article 20.

- (a) **Notice of Return to Previous Position** A promoted probationary employee who is returned to his/her previous position shall be given written notice of said action.
- (b) **No Right of Appeal; Exceptions** A promoted probationary employee who is returned to his/her previous position shall have no right to appeal or to grieve the return with the following two exceptions. A promoted probationary employee who is returned to his/her previous position for failing to satisfactorily perform his or her duties during the probationary period who has not had at least two (2) timely evaluations as set forth in Article 12 or who has cause to believe that his/her return was based on unlawful discrimination shall have the same appeal rights accorded to regular full-time employees from disciplinary actions.

11.5 Eligibility for Step Advancement A probationary employee whose status is changed from probationary to regular full-time after the conclusion of the probationary period shall be entitled to the appropriate step advancement assigned to positions following completion of probation.

ARTICLE 12: PROCEDURES FOR THE EVALUATION OF EMPLOYEES

12.1 Purpose of Evaluation: The preparation and use of employee evaluations are intended for the mutual benefit of the City and its employees. Employee evaluations should be used (a) to identify the evaluator's expectations for the employee's job performance, (b) to acknowledge above standard performance, (c) to prescribe the means and method of converting deficiencies to a required level of performance, and (d) to encourage two-way communication between employees and their evaluators as to how to improve the work environment to increase morale and efficiency.

If the probationary employee successfully completes the probationary period, at the commencement of the twelfth month of a probationary employee's probationary period, the employee's evaluator shall submit to the City Manager a report of appointment approving or disapproving the probationary employee's change of status from probationary to regular full-time. If the probationary employee fails to complete successfully the probationary period, he/she shall be terminated.

Until the evaluations are completed, the probationary employee shall not be eligible for step advancement; provided, however, that the probationary employee's evaluator shall complete the five-month evaluation and act on the probationary employee's status within thirty (30) days after the conclusion of the twelve-month evaluation period. The probationary employee whose status is changed from probationary to regular full-time after the conclusion of the twelve-month probationary period shall be entitled to the appropriate step advancement retroactive to the conclusion of the twelve-month probationary period.

12.2 Evaluators: Employees shall be evaluated by a supervisor or department head who shall have personal knowledge of the job performance of the employee.

The evaluating supervisor or department head shall be referred to herein as an "evaluator."

Each employee shall be assigned an evaluator for the purposes of education, supervision, and evaluation. Each department head shall communicate to the City Manager the identity of the evaluator for each probationary employee.

12.3 Participatory Nature of Evaluations: Evaluation is intended to be participatory in nature involving the employee's input as much as the evaluator's. If desired by the employee, both employee and the evaluator shall separately complete the City evaluation form and then meet to discuss and share their results. The evaluator shall then complete a final version to be placed in the employee's personnel file.

12.4 Performance Evaluation System: All evaluators shall use the official form mutually agreed upon by the City and the Union. This form shall be made available from and distributed by the City Manager's office.

12.5 Time for Evaluation of Regular Full-Time Employees: Regular full-time employees shall be evaluated at least once per year within a month of the anniversary of their date of hire or promotion and thereafter whenever the City perceives the need for such evaluation.

12.6 Completion of Probationary Period: The employee's evaluator shall complete an evaluation of the employee twice during probationary period. The first being no later than the end of the employee's third month and again no later than the end of the employee's eleventh month of his/her probationary period. The second evaluation during probation is to be used to determine whether the employee shall be assigned to regular full-time status or be assigned an extended probation period. Employees receiving an extended probation period shall continue to receive evaluations for the duration of the extension. After the second evaluation, if retention of the employee is warranted, the evaluator shall submit to the City Manager a report of appointment approving the probationary employee's change of status from probationary to regular full-time for final action by the City Manager.

The department head shall be responsible for ensuring an evaluation and report of appointment or termination or other appropriate document is completed and sent timely to the City Manager for review and final action.

Any evaluation, when completed, shall be reviewed with the employee by the evaluator during the employee's working hours without loss of pay or benefits to the employee. No evaluation shall be placed in any employee's personnel or other City record until the evaluation has been reviewed with the evaluated employee. Both the evaluator and the evaluated employee shall sign and date the review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions or recommendations of the evaluation, but only that the employee has read the evaluation and has had an opportunity to discuss it with the evaluator.

12.7 Employees Right to Respond: Any employee who wishes to respond to his/her evaluation may use the employee's working hours to make such a written response and the response shall be appended to the evaluation and included in the employee's personnel file. Both the evaluator and the evaluated employee shall affix to such written response their signatures and the date upon which the evaluator receive such written response.

12.8 Copy of Response to Employee: The evaluator shall provide for retention by such employee a true and complete copy of such written response, and both the evaluator and the evaluated employee shall sign and date the written response.

12.9 No Appeal from Evaluation: Evaluations shall not be subject to the appeal or grievance procedures unless the employer utilizes an evaluation as evidence in a disciplinary proceeding.

12.10 Evaluator Training: The City shall provide a minimum of two (2) hours of training for all evaluators.

ARTICLE 13: POSTING AND FILLING OF OPEN POSITIONS

13.1 Notice to Employees of Open Positions. In order to insure that all employees have an opportunity to apply for open City positions, the City shall post notice of each open position on a Union-designated bulletin board in every staffed City building as soon as possible but under no circumstances later than five (5) working days prior to the application deadline.

13.2 Filling of Open Positions. The filling of open positions shall be conducted in the following manner:

- (a) The City Manager and/or department head shall review all applications submitted for the open position, and eliminate from further consideration all applicants who do not meet the minimum qualifications for the position.
- (b) A screening committee shall be formed by the City Manager. The screening committee shall include the department head in whose department the position is to be filled, the City Manager, and at least one other person, which may include a represented employee.
- (c) The City Manager shall forward to the screening committee applications of all those applicants who meet the minimum qualifications for the position.
- (d) The screening committee shall meet and decide which of the qualified applicants are the most qualified applicants.
- (e) The screening committee shall interview a minimum of the three (3) most qualified applicants.

- (f) After interviewing the most qualified applicants, the screening committee shall rank those applicants and recommend the hiring order thereof based on the applications and interviews.
- (g) All work of the screening committee shall be done in confidence.
- (h) The Union shall be given notice by the City Manager which applicant has been selected to fill the open position.

ARTICLE 14: POSTING AND FILLING OF TEMPORARY VACANCIES:

When a temporary vacancy occurs, the City agrees to post an announcement of the temporary vacancy to allow employees an opportunity to work out-of-class to gain knowledge and experience for career advancement. The following guidelines will govern this section:

1. Temporary vacancy is considered to be for a period of between 30 and 90 days. Vacancies which the City intends to advertise and fill immediately do not fall within this category.
2. Employees applying for a temporary out-of-class assignment must be approved by their department head as applicants and meet minimum qualifications for the position posted. A City application form within the time period stated on the announcement must be used. No employee may be considered for temporary appointment if their department would have to fill behind them to meet minimum workload requirements.
3. Applications for working out-of-class will be accepted by the City Manager after a temporary position opening has been posted. The City Manager will screen all applications received and will forward the two (2) or three (3) most qualified employees for an interview with the selecting manager. The manager will select the employee who will work in the out of class assignment in the same manner as he/she would select an outside temporary for the position.
4. An employee working out-of-class can be terminated from the temporary position for reasonable cause as stated under Article 20. The employee would then regain his/her former position at the appropriate level before the out-of-class assignment. The employee shall suffer no loss of classification seniority in his/her original position as a result of filling a temporary vacancy.
5. Employees who have a complaint regarding the filling of a temporary vacancy can file an appeal with the City Manager who shall investigate all complaints and give a written response of the findings to the employee and the department head and recommend corrective action. Record of such complaints shall be kept separate from an individual's personnel file and will be treated in strict confidentiality.

The above conditions are in addition to the working out-of-class Section of this agreement. The City does not guarantee a regular full-time promotion to the employee working in an out of class assignment.

ARTICLE 15: TRANSFERS

Any regular City employee who desires to initiate a request for transfer to the same classification in another City department shall be given consideration based upon qualifications, performance, and length of service. Those employees requesting transfer to classifications in departments are subject to the rules of selection.

15.1 Voluntary Transfers - Demotion: Regular full-time employees, may voluntarily demote to any vacant position in a lower class in their current classification series within the department. Definition of a classification series shall be determined by the City Manager after consultation with the department head in the appropriate employee organization. With prior appointing authority approval, a regular full-time employee may transfer or voluntarily demote to any vacant position in a class of equal or lower salary in any department if the employee held regular full-time status in the classification within the previous twelve (12) months.

ARTICLE 16: TEMPORARY ASSIGNMENT TO A HIGHER CLASS

An employee assigned temporarily to work in a class with a higher designated range ("Temporary Range") than the range designated for such employee's regularly assigned class ("Regular Range") shall, upon approval by the City Manager, be paid in accordance with the Temporary Range during the temporary assignment.

During that temporary assignment, the employee shall retain whatever step in the Temporary Range that he/she already has in order to insure wage increase of at least 5%.

- a. An employee who believes that a department head has required that employee to work temporarily in a class with a Temporary Range higher than the employee's Regular Range, and who is not receiving the Temporary Range, may request through the department head that the employee be paid in accordance with the Temporary Range. The request shall be made within thirty (30) days of the assignment.
- b. The Department Head shall within five (5) working days approve or disapprove the employee's request and in either case shall inform the employee of his/her decision. Approval of the employee being paid at the Temporary Range shall be reviewed by the City Manager for final action and shall be retroactive to the date upon which the temporary assignment to a higher classification commenced.
- c. If the department head disapproves the employee's request, the City Manager shall investigate the request and the department head's decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the employee shall receive the Temporary Range and if not, the employee shall not receive the Temporary Range. The decision of the City Manager shall be final.

ARTICLE 17: ACTING PAY AND RECLASSIFICATION

17.1 Acting Pay Allowance. Acting pay shall be paid at 5% above the employee's existing rate of pay beginning on the fourth consecutive working day in the acting capacity (retroactive to the first day after four days have been reached). Such acting pay is paid when the employee is designated by the Department Head to serve in an acting capacity to fill in responsibilities when another employee is on a leave of four calendar days (including weekends) or more.

17.2 Reclassification after One Year: An employee working in an acting position who works for one consecutive year in the acting position shall be reclassified to that position automatically.

ARTICLE 18: LAYOFF, BUMPING AND RECALL:

18.1 Layoff of Employees: When deemed necessary and directed by the City Council, a reduction in the City's work force may be initiated due to (i) lack of work, (ii) lack of funds, or (iii) program or organizational changes resulting in a surplus of employees, or elimination of a specific program or service. The City agrees to meet and consult with the Union prior to City Council consideration of potential layoffs.

Insofar as possible, a reduction in force shall be accomplished by attrition. When it is determined by the City Council that attrition will not provide sufficient relief for the condition warranting a reduction in the number of City employees, the Council may direct a specific layoff by department(s), budget unit, classification/series, in a number of employees pursuant to this policy.

Any required reduction in the number of employees shall be in the following order within the same classification and/or classification series within department:

1. Seasonal, temporary and extra-help employees;
2. Probationary employees;
3. Regular full-time employees.

When it is determined by the City Council that a reduction in the number of City employees is required, the City Manager and/or his or her designee and the affected department head will prepare a revised departmental allocation list which complies with the limitations imposed by the reduction in force. Such position allocation list shall be reviewed by the City Council at a regularly convened policy review meeting.

Thereafter, by resolution, the City Council will designate by department, the number and classifications of employees to be affected by the layoff, and the effective date of such layoff.

Employees shall be given a written notice of proposed layoff by his or her department head at least thirty (30) calendar days prior to the effective date of such action stating (i) the last day of work for the employee, (ii) reason for layoff, (iii) re-employment rights, (iv) voluntary demotion rights, and (v) appeal procedures. In the appeal, such layoff shall be in accordance with this Section of this Agreement, and shall be limited to the issue of seniority or the application of the procedures under this Agreement. This procedure does not affect the department head's authority to terminate intermittent, seasonal and extra help employees as dictated by the workload of the department.

A layoff for purposes of this section is defined as a reduction in the regular workforce expected to last more than ten (10) days.

Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department (as described in Appendix A) and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.

Layoffs shall occur within the department where the position or positions are deleted.

In the event of ties in seniority, the department head shall determine the order of layoff. The decision is to be based upon the most recent performance evaluation.

18.2 Bumping Rights: Bumping rights are within the regularly-assigned department. Extra-help employees do not have bumping, recall, or re-employment rights.

18.3 Bumping to a Lower Classification: Regular employees subject to layoff may bump to a lower class in which they held regular full-time status (passed probation) or if their accumulated class seniority is greater than another employee that is not otherwise subject to layoff and they meet the current qualifications for the position. Employees may also bump into a lower position they had not held which is in the occupational series (i.e.: MWI, II, III) in which they work if their seniority within the occupational series is greater than that of the employee holding the lower position.

18.4 Class Seniority Defined: "Accumulated Class Seniority" means all time spent in an occupational series (i.e.: Accounting Services I, II, III, Maintenance I, II, III, etc.).

18.5 Part-time/Full-time Bumping. A regular part-time employee may not bump a full-time employee. An employee may accumulate class seniority when bumping to a lower class in which they have attained regular full-time status. The seniority in the higher class will be added to the seniority in the lower class to determine the class seniority for bumping purposes.

18.6 Recall Lists: Regular employees laid off shall be placed on a recall classification list in order of their seniority so that the employee with the greatest class seniority is recalled first.

Recall rights are for a period of two (2) years following layoff.

Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of two (2) years. Such offers will be on the basis of accumulated class seniority.

Upon request, employees who have been laid off will be hired to fill vacancies in any department for the class they occupied or any class in which they held regular full-time status and continue to meet class qualifications for a period of two (2) years.

18.7 Recall Rights An employee who is laid off shall have the following rights for a period of two (2) years following his/her layoff:

- a) To be rehired to any open position which the employee previously held in the department from which the employee was laid off.
- b) To be rehired to any open position in any department other than the department from which the employee was laid off which open position has the same classification as the position which the employee held immediately prior to his/her layoff unless the open position is to be filled by the promotion of another employee from that department.
- c) To be rehired to any open position covered by this Agreement for which position the employee meets all the minimum requirements unless the open position is to be filled by the promotion of another employee from that department.
- d) In the case of a rehire to subsection (b) or (c), the rehired employee shall complete the probationary period as required for other new employees. In the event of a failed probation, the employee shall be laid-off and be restored to the original recall list.
- e) The right of recall shall not accrue beyond the date on which the employee declines or fails to respond within five (5) working days to an offer of recall from layoff or two (2) years from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall lists.
- f) An employee re-employed within two (2) years following expiration of his/her right of recall from layoff shall be granted restoration of all sick leave available to such employee as of the date of layoff. The period of layoff shall not be considered a break in service for such employee, but his/her seniority shall be reduced by the length of time intervening between the date of expiration of his/her right of recall from layoff and the date of his/her re-employment.

An employee re-employed either prior to or within two (2) years following expiration of his/her right of recall from layoff in a class other than the regularly assigned department class from which he/she was laid off shall be granted restoration of sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her seniority accrued prior to the date of his/her layoff or the date of expiration of his/her right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the rate at which such employee shall earn and accrue vacation leave and for purposes of determining the date upon which such employee shall become eligible for benefits in accordance with the provisions of this Article.

ARTICLE 19: SENIORITY

A. Seniority shall be determined by length of continuous paid employment within a classification (or series, if applicable), within a department. Time on unpaid leave or suspension shall not be included in calculated seniority. If the length of service within a classification is the same for two (2) or more employees, seniority shall be determined by the length of continuous paid employment from original date of hire.

- B. Seniority shall be recognized in the event of:
- 1. Reduction in force
 - 2. Recall
 - 3. Scheduling of vacations
 - 4. The rule of seniority shall apply to all regular full-time, regular part-time, and variable shift employees.

ARTICLE 20: DISCIPLINARY ACTIONS AND RELATED ACTIONS

A regular full or part-time employee may be disciplined only for just and sufficient cause. All evidence supporting disciplinary charges must be timely in relation to the incidents which are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.

20.1 Just and Sufficient Cause: Just and sufficient cause for City disciplinary action taken against any employee shall consist of any lawful reason.

20.2 Procedure for Providing Notice of Disciplinary Actions Service of notice of proposed disciplinary action on the affected employee shall be made either in person or by certified mail addressed to the employee's last known mailing address.

If the affected employee can be served neither in person nor by certified mail addressed to the employee's last known mailing address or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service.

20.3 Progressive Discipline The City shall use progressive discipline when the City believes that progressive discipline shall serve the dual purposes of providing both a corrective warning and a penalty to an employee whom the City intends to retain as an employee after the discipline. The City may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the City believes dismissal to be the appropriate discipline because of the employee's conduct.

Progressive discipline shall consist of the following levels:

- (a) verbal counseling;
- (b) verbal warning;
- (c) written warning;
- (d) written reprimand;
- (e) suspension;
- (f) demotion;
- (g) dismissal.

An initiator may discuss with the City Manager the appropriate level of discipline prior to beginning any disciplinary action. Such discussion shall not prevent the City Manager from being the Step 3 decision-maker as set forth in Article 21.

ARTICLE 21: PROCEDURE FOR THE RESOLUTION OF GRIEVANCES

Employees are strongly encouraged by both parties to this agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance.

Any grievance filed shall include the following information:

1. The state, federal, or local law, or the specific provision of this agreement or City rule, regulation, ordinance, practice or policy alleged to have been misapplied, misinterpreted or violated.
2. The facts pertinent to the grievance, including the names, dates, places and incidents necessary for an understanding of the grievance.
3. The alleged adverse effect upon the Grievant(s) resulting from said alleged misapplication, misinterpretation, violation or discipline without sufficient or just cause.
4. The remedy for such alleged adverse effect sought by the Grievant.

When the Grievant is an employee, failure by the City to adhere to decision deadlines of this procedure shall automatically establish the right of a Grievant to appeal to the next Step. Failure by a Grievant to adhere to a submission deadline at any step of this procedure shall mean that the Grievant is satisfied with the resolution, if any, of the grievance, that the grievance is terminated and that the Grievant waives any right to further appeal of the grievance. However, nothing in this section shall be construed to prevent the parties from extending either a decision deadline or a submission deadline by written mutual agreement.

A Grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

The City shall allow an employee and/or his/her Union representative reasonable time off work without loss of pay or benefits in order to process a grievance during normal working hours.

In the case of multiple grievances on the same issue, the City may elect to resolve the issue by having one joint hearing on all the grievances.

Step 1: City/Employee/Union

Within fifteen (15) calendar days of when the Grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented in writing to the City official with supervisory authority over the Grievant or the Grievant's department head, or in the case of the City being the Grievant, to the affected employee or the Union.

Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

Within five (5) working days of such a meeting when the Grievant is an employee, the City supervisory or management official shall serve written notice of the decision to the Grievant. When the Grievant is the City, the employee or the Union shall notify the Grievant within five (5) working days if the grievance has been resolved.

If a grievance is not resolved to the satisfaction of the Grievant at Step 1, the Grievant may appeal the grievance in writing within ten (10) working days of receipt of the written decision at Step 1 or within ten (10) working days after the decision deadline at Step 1 has elapsed.

Step 2. Department Head Any appeal from a Step 1 decision on a grievance shall be in writing. The department head or the designated representative shall meet with the employee in an attempt to resolve the grievance within five (5) working days of receipt of the grievance. The department head shall render a written decision on the matter within five (5) working days of the meeting.

Step 3. City Manager The Grievant may appeal the decision at Step 2 to the City Manager by filing a written appeal within five (5) working days of receiving the decision from Step 2. The City Manager may conduct an independent investigation by a third party and/or hearing and render a decision with fifteen (15) working days. If either party is dissatisfied with the decision of the City Manager they may appeal the decision to Step 4 within five (5) working days of being given notice of the decision. If the City Manager does not respond to the appeal within the time limits, the employee may appeal to Step 4 within five (5) working days of the expiration of the fifteen (15) day period by filing a written request with the City Council.

Step 4. Evidentiary Hearing Before a Grievance Panel The employee or the Union may appeal the Step 3 decision to a grievance panel comprised of one Union appointee, one City appointee, and a neutral third party selected either (1) by mutual agreement or (2) from a list of seven provided by the State Mediation and Conciliation Service, in which event the parties shall alternately strike names from the list until one is left.

The arbitrator or other neutral third party shall designate and give notice of the date, time, and place for the hearing on the appeal as soon as possible, but no earlier than ten (10) days after a hearing is requested. The hearing shall, upon request of the employee, be public and informal, but shall be conducted by the arbitrator/neutral third party in the manner he or she deems to be expeditious and full presentation of the evidence and arguments of the parties in interest.

The grievance panel shall cause a tape recording to be made of the hearing.

The panel shall have the authority to subpoena witnesses and evidence and shall require that all witnesses give testimony only upon oath or affirmation.

The City shall make available for testimony in connection with this procedure any City employee whose presence is requested by the Grievant, or his/her representative. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits. The panel, by majority vote, shall have sole and exclusive authority to determine the relevancy and materiality of evidence offered. The panel may receive and consider evidence offered. The panel may receive and consider evidence in the form of an affidavit, but shall consider any objections made to such evidence. All evidence and arguments to be considered by the panel shall be introduced prior to the close of the hearing.

The panel shall render its decision on the appeal by majority vote immediately following the close of the hearing. Such decision shall be in writing and shall include the panel's findings of fact, which shall be conveyed to the parties or their designated representatives. The decision of the panel shall be final and binding upon the parties.

The cost of the hearing for all grievances and appeals shall be borne equally between the parties.

ARTICLE 22: LEAVES OF ABSENCE; UNAUTHORIZED ABSENCE

The City agrees to follow all applicable Federal and/or State Laws regarding leave requirements.

22.1 Workers' Compensation. An employee absent from duty due to an on-the-job injury or occupational illness shall be deemed to be on Workers' Compensation leave, pursuant to the California Labor Code. An injured employee must complete an injury report from the City of Jackson and State Employees claim for workers' compensation benefits pursuant to state law.

22.2 Leave of Absence Without Pay. Full-time and part-time employees may use vacation leave, holiday leave, sick leave, personal leave and other types of paid leave only on days and during the hours on which they have been scheduled to work. Leave of absence without pay may be granted to workers for up to one (1) year. Extension to leaves approved for less than one (1) year shall not unreasonably be denied, provided adequate advance notice is given. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason, and in such cases a leave will be granted. If a worker wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority.

A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

All applications for leave of absence shall be made in writing except when the employee is unable to do so. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions provided the employee is capable of performing the duties of the former position. However, if there has been a reduction of forces or the employee's position has been eliminated during said leave, the employee will be placed in the position the employee would be in had the employee not been on a leave of absence.

An employee's status as a regular employee will not be impaired by such leave of absence, and the employee's seniority will remain unbroken.

An employee on an unpaid leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage, provided the full monthly premium is received by the City Manager on or before the first day of the month for which the premium is intended.

Absence under unpaid leave provisions herein shall not be considered a break in service, but all other benefits accruing to an employee under this agreement shall cease to accrue for the duration of any such unpaid leave of absence unless continuation of such benefit accrual is required in accordance with any other section of the agreement dictating such.

An employee holding a regular position may request a leave of absence without pay for any of the following reasons: Illness, disability, pregnancy, or injury; to take a course of study which will increase the employee's usefulness on return to his or her position; for personal reasons acceptable to the approving authority; attendance at official union functions as an authorized delegate; family care leave. Nothing in this section shall violate California State Law or Federal Laws.

The above is exclusive of military leave and Workers' Compensation leave.

Employees granted a leave of absence without pay shall have the option to exhaust any accumulated vacation time or compensatory time-off prior to the beginning of leave of absence or to leave such vacation time or compensatory time off in their accumulated account. Once the leave of absence begins, the employee may not utilize any remaining

accumulated vacation or compensatory time off. Employees requesting a leave of absence due to illness or disability (except pregnancy disability) shall use any accumulated sick leave prior to the requested beginning date of such leave.

An employee on leave of absence without pay due to illness or injury for a period of three (3) months or more shall present a statement by the employee's physician releasing the employee for normal duty prior to returning to work. The City may require examination by a designated physician to confirm that the employee is able to perform the required duties of the position.

22.3 Maternity and Parental Leave. Conditions and criteria governing Maternity Leave shall be consistent with the Federal Family and Medical Leave Act. A woman taking maternity leave may dovetail paid vacation leave and/or sick leave, with State Disability Insurance benefits to a maximum of her regular salary. Maternity leave may be taken for up to one (1) year for either the birth or adoption of a child.

Parental leave shall be granted to any employee for up to two (2) weeks upon the birth or adoption of a new child in the family at the employee's discretion. Vacation or sick leave may be utilized to a maximum of ten (10) paid days for compensation for parental leave taken.

22.3A Lactation Accommodation. The City shall provide breastfeeding mothers with reasonable time and space to pump breast milk. The space shall be private and in close proximity to the employee's workstation and cannot be a bathroom stall. Breastfeeding mothers may use their regular paid breaks to pump milk and if more time is needed may utilize an additional unpaid break.

22.3B Family-School Partnership Act. The City agrees to provide a total of forty (40) hours a year but not more than eight (8) hours in any one (1) month per the Family-School Partnership Act. The time off shall be paid and vacation time may be utilized for compensation. The employee must provide reasonable notice in writing to his/her supervisor of the upcoming activity and may be asked for written verification that he/she attended the school event.

22.3C Kin Care. Regular employees shall be granted paid Kin Care Leave for the purposes of caring for a family member with a serious health condition. Use of Kin Care shall be charged against the employee's available sick leave or leave without pay. An eligible employee may qualify to take time off to care for the following family members: Spouse, registered domestic partner, parent, or child (includes biological, adopted, foster, step, legal ward or child of a registered domestic partner).

22.3D Leave for Victims of Domestic Violence. Employees shall be granted leave paid for eligible victims of domestic violence and shall be granted time off per the Leave for Victims of Domestic Violence and Sexual Assault, Labor Code Section 230.

22.4 Leave of Absence for Jury Duty or Testimony on Behalf of City. Any regular employee absent from work for service as a juror or absent from work for appearance as a witness in response to a subpoena to testify for the City of Jackson shall be granted paid leave of absence for the time necessary in going to, returning from and serving or appearing in such capacity.

The City shall require, prior to and/or following an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror or for appearance as a witness in response to a subpoena to testify for the City.

Any regular employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by him/her shall be paid forthwith to the City Treasurer to be deposited in the general fund of the City. Employees shall report to work for their regularly assigned shift prior to reporting for jury duty, or receive prior approval from their department head to report directly to jury duty. Employees released from jury duty during their normal duty hours shall report back to their department.

22.5 Bereavement Leave. A regular employee shall be granted paid leave of absence not to exceed five (5) days on account of the death of any member of the immediate family which shall include sister, brother, father, mother, in-laws, grandparent, grandchild, children of the employee, employee spouse (steps included), current significant other, or domestic partner.

Use of bereavement leave shall be charged against the employee's available sick leave unless the member of his/her immediate family who has died is a child, spouse, or parent of the employee, in which case the employee's bereavement leave to a maximum of three (3) days in any calendar year shall not be charged against the employee's available sick leave. Unless expressly electing otherwise, an employee who exhausts his/her available sick leave shall utilize his/her available compensatory time off until all available compensatory time off is exhausted, whereupon the employee shall utilize his/her available vacation leave until his/her available vacation leave is exhausted.

Until an employee exhausts sick leave, vacation balances may not be used. To use such special leave, written approval by the City Manager is required.

Under exceptional circumstances necessitated by distance to be traveled out of state up to additional two (2) days may be authorized by the City Manager.

22.6 Personal Necessity Leave. No more than five (5) days annually of a regular full-time employee's available sick leave may be taken for reasons of personal necessity.

Personal Necessity shall mean any of the following: An employee's being required to attend a member of the employee's immediate family other than minor children due to serious illness or injury. In addition, time spent in routine or regular examinations or other preventive medicine for the employee or his/her minor children shall be eligible for personal necessity leave.

Catastrophic destruction of property of the employee.

The verification and approval of personal necessity leave must be obtained prior to the employee's taking said personal necessity leave except in cases of bona fide emergency, upon which the City shall require verification and justification of the use of personal necessity leave following an employee's use thereof.

Unjustified use of personal time off may be cause for disciplinary action.

22.7 Leave of Absence for Examination or Interview. Regular employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examination for City service or for interviewing for other employment with the City.

22.8 Military Leave. An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her unused sick leave for such absence.

The City shall require, prior to and/or following an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the City.

Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves in accordance with the provisions of California Military and Veterans Code §§389, 395, 395.01, 395.02, 395.03, 395.05, 395.1, 395.3 and 395.4, or their successors. Employees shall be granted leave pay to perform military service pursuant to State and Federal Law.

22.9 Employee Sick Leave Bank

Employees covered by this MOU may voluntarily donate sick leave hours to the sick leave bank for persons who have exhausted their accrued leave hours (sick, vacation, compensatory time off (CTO), and holidays). Such donated leave time may be used to cover an employee's absence due to a catastrophic non-industrial illness or injury to the employee. Catastrophic illness or injury is one that has totally incapacitated the employee from work. The following guidelines shall govern:

- a. Only full-time regular or probationary employees who are covered by this MOU are eligible to donate or utilize hours donated to the Sick Leave Bank Program.

- b. At the program start-up, employees may donate up to a maximum of forty (40) hours to seed the bank. Thereafter, employees may donate a maximum of eight (8) hours each June and December (total of sixteen (16) hours per year) in increments of one (1) hour or more. Emergency donation periods may be authorized by the City Manager. Once donations are received the time is treated as leave accrued by the recipient of the donor. Donations are irrevocable and will not be returned to the employee under any circumstances. Donations will remain in the specific employees sick leave bank. Any unused donations will be made available for other eligible participants.
- c. An employee, his/her representative, or the employee's family member must request in writing, through his/her department head to the City Manager, the employee's participation and provide appropriate verification of illness or injury as determined by the City Manager. The City Manager will then determine the employee's eligibility to receive donations based upon the definition provided above and notify the Finance office.
- d. The employee using donated sick leave time shall continue to accrue all benefits as if using his/her regular sick leave accrual. Any vacation, sick leave or holiday hours earned while using donated sick leave hours shall be automatically deducted to offset sick leave bank hours.
- e. An employee may only use donated sick leave hours during the time following exhaustion of all the employee's accrued leave hours and the beginning of coverage under the Long Term Disability Plan (90 days from the date of occurrence).

22.10 Other Leaves of Absence: Notwithstanding other provisions of this Agreement, a leave of absence with or without pay may be granted by the City Council upon recommendation by the City Manager for any period of time and upon any terms acceptable to the City and the employee.

An employee's pay for any period of absence under any provisions of this section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

No absence under any paid leave provision of this agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this agreement shall not be considered a break in service, but all other benefits accruing to an employee under this agreement shall cease to accrue for the duration of any such unpaid leave of absence unless continuation of such benefit accrual is required in accordance with the provisions of Article 21 above.

The City may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this agreement during any work stoppage, strike, work slowdown or other job action against the City by its employees or during any bona fide emergency for which the City deems it necessary to have its employees work.

ARTICLE 23: HOLIDAYS

A new employee whose first working day is the day after a paid holiday, shall not be paid for that holiday.

An employee who is terminating his or her employment and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.

An employee who is on a leave of absence without pay in such a way that he or she is not authorized any pay for both the regularly scheduled working day before the holiday and after the holiday shall not be paid for that holiday.

The following are hereby established as holidays for City Employees:

- A. January 1, New Year's Day;
- B. Third Monday in January, Martin Luther King, Jr. Day
- C. Third Monday in February, Presidents' Day;
- D. Last Monday in May, Memorial Day;
- E. July 4, Independence Day;

- F. First Monday in September, Labor Day;
- G. Second Monday in October, Columbus Day;
- H. November 11, Veterans' Day;
- I. Thanksgiving Day;
- J. Friday following Thanksgiving Day;
- K. December 25, Christmas Day;

An employee who may be required to work holidays A, D, E, F, I or K as outlined above, shall be entitled to compensatory time off or monetary compensation for such work at the rate of double the employee's hourly rate of pay.

An employee who may be required to work holidays B, C, G, H or J as outlined above, shall be entitled to compensatory time off or monetary compensation for such work at the rate of one and one-half times the employee's hourly rate of pay.

Optional Holiday - This shall mean any sixteen (16) hours during the fiscal year selected by an employee and approved by his or her department head. It is intended for these holidays shall take care of days which have special significance to particular employees such as a religious holidays, birthdays, and the like. Annually on the first full pay period after July 1, optional holiday time shall be credited to each employee working for the City. Employees hired during the fiscal year shall receive a pro-rated number of hours based on their hire date. Said holiday leave is to be used during the 12 months following the July 1st when it was given and this time may not be carried over to the next fiscal year. Selection of the Optional Holidays by the employee shall be requested at least fifteen (15) days prior to the date requested, except in cases of emergency or special circumstances which would require immediate approval by the department head.

ARTICLE 24: VACATION

The City encourages rest and relaxation for all employees by taking approved vacation time. Every employee in a regular full-time position shall be entitled to paid vacations of approximately eleven (11) days per year during the first five (5) years of continuous employment, fifteen (15) days during the second five (5) years of continuous employment, and twenty (20) days after ten (10) years of continuous employment. Said vacation shall be earned and credited on a paid regular scheduled work hour basis as hereinafter provided.

For the first five (5) years of continuous employment, each employee in a regular position shall earn .03846 hours vacation for each paid regular scheduled work hour.

For the second five (5) years of continuous employment, an employee in a regular position shall earn .0577 hour vacation for each regular scheduled work hour.

After ten (10) years of continuous employment, an employee in a regular position shall earn .07694 hours vacation for each paid regular scheduled work hour.

Employees having maintained continuous employment in a regular position for or in excess of twenty (20) years shall earn vacation hours as detailed below, for each paid regular scheduled work hour.

<u>Year</u>	<u>Vacation Hours per Work Hour</u>
20	.080786
21	.084632
22	.088478
23	.092324
24	.096170

All vacation credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of pay period during which the employee terminated his or her City service.

Employees may accrue a maximum of two years of vacation earnings (i.e., an employee with three years of service may accrue 176 hours, an employee with 8 years of service may accrue 240 hours, etc.) Once the accrual limit is reached, the employee will not accrue additional vacation time until the accrual total is under the maximum amount allowed. This

limit shall go into effect ~~six~~ months after the effective date of the agreement to enable employees to plan time off to comply with the accrual limitations. If due to staffing shortages or other exigent circumstances vacation time cannot be scheduled, the accrual limit will be suspended until such time that vacation can be authorized.

24.1 Vacation Scheduling: Each department head shall be responsible for scheduling the vacation of employees in such a manner as to achieve the most efficient functioning of the department and the City service. The department head shall have the right to change said vacation request if such request conflicts with the efficient functioning of the department and City service. It shall be the obligation of the department head or his or her designated representative to notify the affected employee as soon as possible after said conflict becomes known to the department head. No employee shall lose any vacation time due to such action.

In any use of vacation, the minimum charged to the employee's vacation account shall be one-quarter hour, while any additional actual absence over one-quarter hour shall be charged to the nearest quarter hour increment.

If a designated holiday occurs during the work week in which vacation leave is taken by the employee, the holiday shall not be charged to vacation leave.

ARTICLE 25: SICK LEAVE

Each full-time employee of the City of Jackson shall earn .0462 hours of sick leave with pay for each paid regularly scheduled working hour to a maximum of ninety-six (96) working hours per year.

Sick leave earned shall be added to the employee's sick leave accumulation account on the completion of the pay period. No credit is to be applied during the progress of pay period.

Sick leave earned may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical and dental office calls when absent during working hours for this purpose and authorized by the department head. Such leave earned may also be used by an employee when an illness or injury of an immediate family member, residing with an employee, is serious enough to require the employee to absent from duty to personally care for such a person. Sick leave for this purpose shall not exceed five (5) working days per fiscal year and requires authorization by the department head.

Immediate family refers to an employee's relative which is defined as follows: husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law, grandchildren and foster parents or guardian in dependent relations permanently residing in the employee's household.

In instances involving the use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter hour while any additional actual absence over one-quarter hour shall be charged to the nearest quarter hour increment. Such sick leave with pay can only be granted upon authorization by a department head.

If, in the judgment of a department head, an employee may be using sick leave improperly, or department head has reasonable cause to believe an employee may be intending to improperly use sick leave, or if the department is experiencing a job action such as a sick out, blue flue, strike, work stoppage, or other concerted activity, the department head may require a doctor's certificate as verification of the employee's illness, sickness or injury, provided notice of such requirements has previously been given to the employee.

An employee shall have the obligation to notify his or her immediate supervisor before leaving the job because of sickness or illness, and thereafter to notify the immediate supervisor daily of any continued absence unless the employee has stated an estimated date of return to work.

Employees hired prior to July 1, 1984 will receive, upon separation from City employment due to retirement, compensation for accumulated sick leave. Such employees, who maintain a balance of 30 days or more of accumulated sick leave may also elect to return additional sick days, those above the minimum of thirty days, to the City at the rate of fifty (50) percent of regular salary on December 1st of each calendar year. Employees hired subsequent to July 1, 1984 shall not be entitled to this option, or compensation upon separation from employment due to retirement.

ARTICLE 26 HOURS OF WORK; REST TIME; STANDBY COMPENSATION OVERTIME COMPENSATION; COMPENSATORY TIME OFF; SHIFT DIFFERENTIAL; WEEKEND WORK; VEHICLE USE

The workday for part-time and extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation.

All office telephones will be answered from 8:30 AM to 5:00 PM without interruption (9:00 AM to 5:00 PM in the Police Department). Lunch periods and breaks shall be duty-free; employees shall not be required to answer telephones during breaks and lunch periods.

Each employee shall be entitled to take, and shall take, a 15 minute duty-free break in the morning and a 15 minute duty-free break in the afternoon and duty-free lunch period.

No employee may perform any duties during a lunch period or break unless emergency circumstances require the performance of duties during those periods as directed by the employee's department head, unless otherwise agreed. In addition, when the needs of City service so require, other exceptions may apply by mutual agreement of the Union and the City Manager. Paving crews of the Public Works Department may work through breaks and lunch periods when so directed by their supervisor. Work performed through breaks or lunch periods shall be paid time and may require payment at overtime rates, unless the regularly scheduled work week is revised accordingly.

Breaks and lunch periods must be surrounded by work periods; breaks and/or lunch periods may not be combined nor may they be used to shorten a work day. All employees shall be allowed a meal period of not less than thirty (30) minutes, nor more than one (1) hour, scheduled approximately at the mid-point or middle of work shift.

Any Department Head may develop a specific alternative work schedule, which alternative schedule may be implemented if the City Manager and Union so agree. Determination of alternative schedules in any department is subject to the meet and confer process. The City and SEIU agree a flex time schedule may be initiated on a department by department basis and must be approved by a department supervisor or City Manager. The City must consider all such requests in good faith. Examples of a flex time schedule are those alternate work schedules which include, but are not limited to a "4/10" plan or "9/80" plan provided they conform to State and Federal law and do not violate the Fair Labor Standards Act.

In the event a flex schedule request is denied, the proponents may appeal their case through the meet and confer process. Such negotiations shall be conducted between SEIU and the City Manager or designated appointing authority to review and discuss the reasons for the City's decision.

26.1 Rest Time: Every employee shall be granted compensated duty-free rest time at the rate of fifteen (15) minutes for each four (4) hours of continuous work or major fraction thereof. Rest periods are to be scheduled in the middle of each four (4) hour period or whenever feasible in accordance with efficient department operations.

26.2 Shift Differential: Employees who work after 5:00 P.M. but leaves before 11:00 P.M. shall receive a shift differential of \$0.75 per hour above their base rate of pay for time so worked. Employees who work after 11:00 P.M. but leave before 7:00 A.M. shall receive a shift differential of \$1.25 per hour above their base rate of pay for time so worked.

26.3 Working Hours, Work Week, and Overtime: Eight (8) hours shall constitute a day's work for all employees unless otherwise mutually agreed between the parties, excepting regular part-time, variable shift, seasonal and extra help employees.

The official work week of the City of Jackson shall be five (5) working days of eight (8) hours each unless otherwise mutually agreed between the parties. It shall be the duty of each department head to arrange the work of his or her department so that each employee therein shall work not more than five (5) days in each calendar week except that a department head may require any employee in his or her department to temporarily perform services in excess of five (5) days per week when public necessity or convenience so requires.

For employees assigned to work a regular forty (40) hour work week, over-time shall be defined as time actually worked beyond eight (8) hours in a work day, or forty (40) hours in a work week.

If, in the judgment of a department head, work beyond the normal work week provided herein is required, he or she shall authorize such overtime to be compensated for in pay at the rate of time and one-half. Overtime will be earned in one-quarter hour increments, rounded to the nearest one-quarter hour period. Employees may request to be paid overtime services at the rate of time and one-half upon approval of the department head and provided funds for such overtime payment have been appropriated in departmental budget. Department heads shall request from the City Manager, advance approval for payment of overtime.

Employees may request that any overtime earned be credited as compensatory time off at the rate of one and one-half hours for each overtime hour worked.

26.4 On-Call Status

A. Employees Subject to On-Call and Rotation.

All employees in the Water Department, Wastewater Department and Division of the Department of Public Works will be required to work on-call status on the following basis:

1. Each employee in the above classification will be available for on-call status on a rotating basis, presently once every week for which there are employees subject to this section. For example, if there are five (5) employees subject to this program, each employee will work every fifth week. To the extent more employees are added in these classifications, the rotation will be expanded to include that employee.
2. For purposes of this agreement, the Water Department, Wastewater and Public Works shall bid vacation time in order of seniority before March 1st of each calendar year for time in the coming year. For such bids, conflicts shall be resolved by departmental seniority. After March 1st of each year, additional vacation requests shall be made on a first come - first served basis. Employees with vacation scheduled during their on-call status must find an employee to trade weeks to cover the on-call shift.

B. Minimum Hourly Obligation During Pool Season.

1. An employee on an on-call status rotation will be scheduled for three (3) hours on the weekend during the pool season, with the specific start time to be set by the City with recognition of the work to be done. Testing regimen to be performed by pool personnel. Any hours scheduled to be worked on the weekend shall be in excess of hours scheduled to be worked on the previous Monday through Friday. These weekend hours shall be considered scheduled overtime, to be compensated at the rate specified under Section C, below. If the work scheduled to be performed during the minimal hourly obligation is completed in less than three (3) hours, the employee may leave the work site and remain on-call as defined under Section D, below. However, the employee will still be entitled to be paid for the minimum hourly obligation of three (3) hours at the rate specified in Section C below.
2. It is understood that the assignment of on-call status work hours during the pool season is done to ensure that required pool maintenance tasks, such as chemical testing, pump and automatic control inspection, and super-chlorination, are accomplished.
3. For weekends outside the pool season, there shall be no scheduled weekend hours. Rather, weekend work responsibilities shall shift to emergency response only, under the terms and conditions to be delineated below.

C. On-Call Status Pay

1. An employee reporting for on-call status during pool season shall be paid at the overtime rate for a minimum of three (3) hours.
2. Any hours worked as a result of a call-back pursuant to Section D, below, shall be compensated at the overtime rate. For hours worked subject to such a call-back, the employee shall be compensated for a minimum of three (3) hours at the overtime rate.
3. An employee in an on-call status as detailed under Section D, below, shall be compensated for hours set forth in Section D, paragraph 2. Employees shall be paid on-call pay during that assignment of \$3.00 per hour effective July 1, 2007.

D. Emergency Response/On-Call Status.

An employee subject to on-call status shall be available to respond to emergencies requiring immediate response by the Public Works Department Water Department, Wastewater or Police Department during the period specified in paragraph 2, below. All employees subject to being placed in an on-call status shall be able to respond to the Corporation Yard or Police Department as quickly as possible, but in no more than twenty-five (25) minutes.

1. When an employee is scheduled to work on-call status hours subject to the rotation described in Section A, above, the employee will be considered in on-call status to come to work before or after he/she has worked the minimum three hours pursuant to Section B and is away from the work site.
2. On-call status shall extend through the end of the weekend or outside regular work hours.

E. Special Events.

Public Works employees from Water Department, Wastewater, and Police Department shall be available from time to time to work on special events taking place on weekends. Distinctions shall be made between special events, as follows:

1. Private Functions.
 - a. When employees are required to work outside regular work hours because of functions sponsored by private entities, they shall be compensated at the overtime rate. Assignments to work for such special events shall be made based on the number of employees needed and affecting employees on as equitable basis as possible. The ultimate authority as to which and how many employees shall be scheduled to work on such events shall lie with the Department of Public Works Water Department, Wastewater and/or Police Department.
 - b. All charges for such work performed by Public Works and/or Police Department employees shall be borne by the private entity for which the event is taking place.
2. Public or Community-Wide Functions.
 - a. When employees are required to work on public or community-wide special events which take place on weekends, their regular weekday work schedules shall be “flexed” or shortened to allow for the number of hours they are contemplated to work on the event, to bring that week’s total hours worked by the employee to 40. This will serve to make the weekend coverage “expenditure neutral” for the City.
 - b. Examples of events considered under this subsection include Dandelion Days, Independence Day, and Christmas Delights.

F. Cell Phone

The City shall provide employees with a cellular phone when required for business use and agree to furnish a Push to Talk capability.

1. An employee scheduled for on-call status shall be furnished a cell phone Push to talk device and shall have it on their person during the hours specified in Section D, paragraph 2, for the purpose of being called back to work for a timely response to the situation necessitating the call-back.
2. When an employee is notified via cell phone to return to work on a call-back, the time of the City’s initial call to the cell phone shall be logged by the City caller, and the on-call employee shall be required to respond within twenty-five (25) minutes to the work site.

G. Vehicles.

Any employee scheduled for on-call status shall be permitted to take a City maintenance vehicle home at the end of his/her last regular shift. The purpose of this section is to facilitate a more timely response to the work site should it be at a location other than the City maintenance yard. This vehicle shall be equipped with the tools and materials required to respond to emergency situations for which an employee could be called back to work.

H. On-Call Status Trading

An employee who wishes to trade his/her on-call status with another employee may do so with another employee who agrees. All such trades must be documented in writing and signed by both employees, with an approval signature of the Superintendent which will not be withheld without good cause.

I. Accrual of Compensated Time Off.

Nothing in this agreement shall preclude an employee working weekend hours, at his/her option, to accrue compensated time off at the rate of time and one half in lieu of being paid at the overtime rate for hours worked.

J. Failure to Respond When On Call Status..

An employee in weekend on-call status who fails to respond to an emergency call-back without a showing of circumstances in mitigation may be subject to discipline, including being assigned additional weekend work hours or on-call availability.

26.5 Vehicle Use

Only those employees scheduled for on-call duty, and the Water Superintendent shall be allowed the use of City vehicles for travel to and from their place of residence, and only during their assigned on-call hours. Employees shall be paid on-call pay during that assignment of \$3.00 per hour.

26.6 Employee Furloughs: Employees represented by SEIU Local 1021 agree to a furlough program whereby the employees will be required to take 16 hours of unpaid leave each month as started in July, 2009. The City and SEIU Local 1021 will work cooperatively to maximize the convenience of the unpaid time off, while ensuring that the City can continue to provide basic services to its residents. Schedules may vary from one department to another and will be mutually agreed to between the City Manager and department heads with input from the employees. Wastewater treatment plant operators will be exempt from furloughs due to regulatory issues at the facility. During the life of this contract, the parties shall review and implement the economic formula outlined in Section 32, toward the goal of restoring all regular work hours.

ARTICLE 27 HEALTH INSURANCE BENEFITS:

The parties agree to maintain the City paid insurance benefits and levels of coverage which were in place upon ratification of the contract. This shall include dental, medical, life, disability and vision coverage. Effective January 1, 2016, the employee contribution toward medical insurance benefits shall be five percent (5%) of the medical insurance premium selected by the employee. The City shall pay ninety-five (95%) of the medical insurance premium. The employer shall provide fully paid dental and vision benefits for plans in effect July 1, 2006. Life and Long Term and Short Term Disability coverage in effect on July 1, 2006 shall be maintained for the term of this contract.

Employees shall be eligible for reimbursement of up to \$300.00 per calendar year for medical insurance deductible costs paid by the employee upon submitting a claim for same and providing proof of meeting the yearly deductibles. Fifty percent of the deductible paid by the employee is reimbursable until the employee meets the \$500.00 deductible level, then the full \$300.00 may be claimed by the employee.

In the event that the City incurs an increase in the cost of health premium benefits, the Union or the City may request to meet for the purpose of negotiating how to manage the cost increase and cover the impact on the employees covered by this Agreement and/or provisions of the Article.

27.1 Retiree Medical

The City shall pay a health benefit allowance to all retirees. Effective July 1, 2009, the amount of this medical insurance contribution directly to PERS Health Care shall be a maximum of \$175.00 per month. During the life of this contract, the parties shall review and implement the economic formula outlined in Article 32, toward the goal of restoring the maximum of \$350.00 per month allowance.

ARTICLE 28: EMPLOYEE INCENTIVE PROGRAM

Any employee that suggests how to achieve cost savings, improved service delivery or efficiency of City service, is encouraged to report such suggestion to the City Manager, along with a copy to their department head. The City Manager shall review and report back to the suggestor in thirty (30) days. If the City Manager believes the suggestion has merit, it may be researched further, and, if deemed appropriate, presented to the full City Council for possible implementation. An employee may be represented when presenting a suggestion to the City Manager and/or the City Council. If it is implemented, the suggesting employee shall receive a financial bonus not to exceed thirty-five percent (35%) up to a maximum of \$5,000 of the first year's savings derived from the implementation and approval by the City Council. Such bonus shall not be subject to meeting and conferring, appeal, or grievance procedures.

ARTICLE 29 EMPLOYEE EDUCATION

1. Provided an employee has obtained advance approval from the City Manager, the employee shall be eligible for reimbursement of tuition, books, and course materials, related to attendance at college courses in fields of study related to the employee’s work with City.
2. Such advance approval may not be withheld unreasonably.
3. An employee seeking reimbursement under this article shall be eligible for payment of said reimbursement upon showing of evidence of completion of the class with a grade of “C” or better. Where a class is given on a pass/fail basis, evidence of having passed the class shall be shown as a prerequisite to reimbursement.
4. Courses taken for reimbursement under this Article shall be taken on the employee’s non-work time. However, an employee’s accrued time off may be used if the class is not offered during non-work hours and the employee has the approval of her or his supervisor.

29.1 Education Incentive Pay:

1. If an employee chooses to forgo reimbursement for the work related education as outlined above in Article 28, he/she shall be eligible for an increase of \$30 over the employee’s base monthly wage for each 30 units of college credit (45 units if taken on the quarter basis) obtained at the grade level of “C” or better (“pass” if taken on a pass/fail basis) in a field of study related to the employee’s work with City. In order to be eligible for this differential, the employee must have obtained the course credit units during his or her employment with City. Employees hired before January 1, 1998, who received educational reimbursement and the pay increase shall continue to receive same.

2. Employees shall be eligible for the following monthly differentials upon showing evidence of obtaining the following certificates:

Grade I Water Treatment Plant Operator	\$25.00/month
Grade II Water Treatment Plant Operator	\$50.00/month
Grade IV Water Treatment Plant Operator	\$120.00/month
Grade I Water <u>Distribution</u> or Wastewater Operator	<u>\$80.00/month</u>
Grade II Water <u>Distribution</u> or Wastewater Operator	<u>\$160.00/month</u>
Grade III Water <u>Distribution</u> or Wastewater Operator	<u>\$200.00/month</u>
Grade IV Water <u>Distribution</u> or Wastewater Operator	<u>\$250.00/month</u>
<u>Grade I Collection System Maintenance</u>	<u>\$80.00/month</u>
<u>Grade II Collection System Maintenance</u>	<u>\$160.00/month</u>
<u>Grade III Collection System Maintenance</u>	<u>\$200.00/month</u>
<u>Grade IV Collection System Maintenance</u>	<u>\$250.00/month</u>
Notary License	\$30.00/month
Pesticide Applicator License	<u>\$50.00/month</u>
Pool Operator	<u>\$50.00/month</u>
POST Dispatcher Certificate	<u>\$50.00/month</u>
POST Records Supervisor Certificate	\$30.00/month
ICBO Combination Inspector Certificate	\$30.00/month
ICBO Plans Examiner Certificate	\$30.00/month
California Class B Driver License	<u>\$75.00/month</u>
<u>Car Seat Technician Certificate</u>	<u>\$30.00/month</u>
<u>CLETS–California Law Enforcement Telecommunications Trainer Certificate</u>	<u>\$30.00/month</u>

Plus 50% of certificate pay for any additional certificate(s) of equal or lesser grade. Employees must obtain authorization from their Department Head or City Manager prior to obtaining additional licenses or certificates that qualify for educational incentive pay. Incentive pay for additional certificates not identified in this list may be authorized by the City Manager.

29.2 Employee Development: Employees new to City employment in regular positions shall be provided a basic orientation program. It shall include introduction to objectives of City employment service and employment responsibility, benefits and privileges, and information on recognized employee organizations.

Job-related training is ordinarily accomplished by the individual employee at his or her request outside the normal working hours. In-service training is normally conducted during regular working hours on a departmental basis. It is oriented to develop skills or to enhance an employee’s ability to perform. In-service training may be frequently compulsory. Department heads shall allow a minimum of two (2) hours a month for on the job training based on the certificate requirements to schedule such training so employees assigned to evening and morning shifts shall have an opportunity for such training.

ARTICLE 30: ONE TIME COMPENSATION

Effective September 30, 2013, each member of the Union shall be paid a one-time compensation of \$1,800.

ARTICLE 31: SALARY INCREASES/WAGE ADJUSTMENTS The parties have recognized that Property Tax, Sales Tax, Transient Occupancy Tax, Franchise Tax, Business License Tax and Motor Vehicle In-Lieu Fees are strong indicators of the City’s economic health. The parties agree it is desirable to link employee salary increases to growth in these revenues, and allow employees to share in the financial benefits resulting from the support their activities provide to the City’s economic vitality.

The City shall calculate the fiscal condition of the local economy based on a fiscal year, July 1 – June 30. The base year of FY 2007-08, shall be considered for the distribution of salaries and benefits. The first increase to be reviewed will be that for FY 15-16 to FY 16-17, with a mid-year review taking place as soon as possible in January 2017. See Article 32 for additional details regarding this review process.

31.1 Retirement Benefits

Employees shall be covered by the Public Employees Retirement System 2.5% at 55 retirement program. New employees hired who have not previously been a member of the PERS system will participate in the 2% at age 62 for all new miscellaneous (non-safety) members with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67.

31.2 Longevity Pay

Effective July 1, 2003, employees with 15 years of continuous full-time service with the City of Jackson shall be eligible for an additional 2.0% salary. Said longevity pay shall increase in 2.0% increments for each additional five years of continuous service above 15 years. In order to remain eligible for longevity pay, the employee must not receive an overall performance evaluation of “Fails to Meet Standards.” If a “Fails to Meet Standards” rating is received, all longevity pay for the employee will be suspended until the rating is improved above this level. A re-evaluation will take place three months later to provide an opportunity to improve the rating.

ARTICLE 32: FORMULA FOR CONSIDERATION OF COMPENSATION RESTORATION

For the purpose of restoring salary and benefit compensation reduced in 2009, the City shall consider evaluating the revenues generated in FY 2007/08 as the “base year.” The revenues to be reviewed include the following, with the actual amount of revenue generated in FY 07/08 and FY 11/12 displayed for information purposes:

	Actual FY 07/08	Actual FY11/12	Budgeted FY13-14	FY14/15
Current year secured/unsecured property tax:	\$ 778,399	\$ 733,964	\$ 725,000	\$705,000
Sales and Use Tax:	\$ 882,376	\$ 679,287	\$ 740,000	\$780,000
Transient Occupancy Tax:	\$ 323,859	\$ 285,062	\$ 330,000	\$340,456
Franchise Tax:	\$ 138,503	\$ 121,211	\$ 130,000	\$131,922
Motor Vehicle In-Lieu Fee:	\$ 363,544	\$ 237,887	\$ 320,000	\$339,742
TOTAL REVENUE ABOVE:	\$2,534,324	\$2,107,340	\$2,295,000	\$2,297,120

When the current General Fund revenues in the five categories above are exceeded, the City agrees to meet and confer with the Union to consider restoration of step increases, COLAs, furlough elimination and retiree medical insurance

allowances. The City agrees to meet and confer with the Union in January 2017, October 2017 and October 2018 to review these revenues, as well as the potential changes in medical insurance.

The amount available for restoration of salary and benefits will be determined by the percentage increase in the revenue over the base year amount, multiplied by 41% (the amount of salary and benefits attributable to members of this unit). In addition, during the meet and confer times noted above, the City and Union agree to meet and consult the possible setting up of a funding of retiree medical insurance benefits with unused vacation and sick leave.

32.1 Both parties agree to meet and confer regarding the implementation of the \$15 CA State Minimum Wage Law. The parties shall endeavor to complete this process and amend the Agreement if necessary, on or before October 2017.

32.2 457 Plan

The City agrees to provide a match of up to \$100.00 per month for employees contributions to the City's 457 plan.

ARTICLE 33: FAIR AND EQUAL TREATMENT

The City will promptly notify the Union in writing of any changes, amendment, modification, exception or addendum to any agreement made by any other bargaining unit during the term of this MOU. In the event that the City negotiates or imposes changes in any wages, hours, benefits and other terms and conditions of employment in another bargaining unit that are more beneficial or higher than the conditions negotiated in this MOU, the Union shall have the option to apply all or part of the improved conditions to the SEIU unit. For matter of comparison, the total compensation of an adjustment to another group on an annual basis, per employee, shall be the determining factor. The improved conditions shall apply retroactively to the date the conditions applied to the other unit.

ARTICLE 34: PAST PRACTICES

All beneficial past practices in effect on January 21, 1998 shall remain in place for the duration of this agreement. However, the parties may amend any past practice by mutual agreement.

SECTION 35: TERM, WITNESS AND SIGNATORS

35.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on **July 1, 2016**, and shall remain in effect through **June 30, 2019**, with re-openers as discussed above.

35.2. In witness whereof this Agreement was ratified by a membership vote of the Union on October 11, 2016 and by an affirmative vote of the Jackson City Council on 2016.

CITY OF JACKSON


By: Connie Gonsalves 1/26/17
Date
Connie Gonsalves
Mayor
Susan Peters 1.26.2017
Date
Susan Peters
City Manager

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021

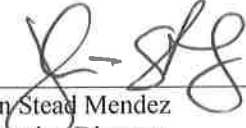
By: Cheryl Harris 1/25/17
Date
Cheryl Harris
Lead Negotiator
Karly Hernandez 1/25/17
Date
Karly Hernandez
Bargaining Team Member
Todd Sweet 1/25/17
Date
Todd Sweet
Bargaining Team Member

**Signatures Continued on
Next Page**

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021

 1-25-17
Bree Wilder Date
Bargaining Team Member

 2-22-17
Bill Petrone Date
Field Director

 2/22/17
John Stead Mendez Date
Executive Director