

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE DESIGNATED REPRESENTATIVES OF THE CITY OF REDDING**

**and**

**THE DESIGNATED REPRESENTATIVES OF LOCAL UNION 1245**

**of**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
AFL-CIO**

**MAINTENANCE EMPLOYEES**

EFFECTIVE: July 1, 1970 (Insofar as legally possible)  
AMENDED: June 16, 1971, to be effective July 1, 1971  
AMENDED: June 15, 1972, to be effective July 1, 1972  
AMENDED: June 11, 1973, to be effective June 13, 1973  
AMENDED: June 26, 1974, to be effective July 1, 1974  
AMENDED: May 29, 1975, to be effective June 29, 1975  
AMENDED: June 21, 1978, to be effective June 25, 1978  
AMENDED: July 30, 1981, to be effective August 2, 1981  
AMENDED: July 16, 1984, to be effective July 15, 1984  
AMENDED: October 7, 1987, to be effective October 4, 1987  
AMENDED: November 15, 1990, to be effective October 28, 1990  
AMENDED: May 14, 1993, to be effective May 23, 1993  
AMENDED: September 28, 1994, to be effective September 20, 1994  
AMENDED: September 11, 1996, to be effective September 22, 1996  
AMENDED: February 1, 2000, to be effective December 12, 1999  
AMENDED: October 1, 2002, to be effective September 15, 2002  
AMENDED: September 7, 2004 to be effective September 12, 2004  
AMENDED: May 19, 2009 to be effective May 1, 2009  
AMENDED: January 5, 2011, to be effective December 26, 2010

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NOTE: Additions, Amendments, changes to this Memorandum of Understanding, effective ~~May 1, 2009~~ December 26, 2010, or thereafter, are underlined, deleted language is lined out.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 28th day of July 1970, by and between the designated representatives of the CITY OF REDDING (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the designated representatives of LOCAL UNION 1245 of INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federation of Labor - Congress of Industrial Organizations (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Union,

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union and the general public may benefit there from, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1: PREAMBLE

1.1 The parties acknowledge the provisions of Chapter 10 (Section 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.2 It is the policy of the City and Union not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color or national origin.

1.3 The City is engaged in rendering services to the public, and the City and Union recognize their mutual obligation for the continuous rendition and availability of such services.

1.4 The duties performed by employees of City as part of their employment pertain to and are essential to the operation of a municipality and the welfare of the public dependent thereon. During the term of this Memorandum of Understanding employees shall not partially or totally abstain from the performance of their duties for City during regular work hours or on an overtime basis. Union shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities and City shall not cause any lockout. Those employees who do individually or collectively partially or totally abstain from the performance of their duties for City during regular work hours or on an overtime basis shall be subject to disciplinary action up to and including discharge from employment.

1.5 City employees shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of City and its service to the public, and shall cooperate in promoting and advancing the welfare of City and in preserving the continuity of its service to the public at all times.

1.6 City and Union shall cooperate in promoting harmony and efficiency among City employees.

1.7 The management of the City and its business and the direction of its working forces are vested exclusively in City, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, provided, however, that all of the foregoing shall be subject to the provisions of this Memorandum of Understanding.

## ARTICLE 2: RECOGNITION

2.1 The City recognizes the Union as the “Exclusive Representative” of all employees of the City who hold a classification listed on Exhibit “A” of this Memorandum of Understanding. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City of Redding for whom Local Union 1245 is the established exclusive representative.

2.2 Official representatives of Union will be permitted access to City property to confer with City employees on matters of employer-employee relations but such representatives shall not interfere with work in progress without agreement of Management.

2.3 The City will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business.

2.4 The City will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of the employee’s membership in Union or the employee’s activity on behalf of Union.

2.5 Any employee, at the employee’s request, shall be permitted representation by a Union representative. The foregoing shall apply to reprimands, disciplinary actions, investigations, interviews for promotion and hearings, providing there is no unreasonable delay in obtaining representation. The City has the right to reasonably limit the number of Union Stewards at any given meeting, based on scheduling, need and topic to be discussed.

2.6 Joint Shop Steward-Management meetings shall be held at least two (2) times a year in February and August or more often as agreed upon by Union and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter; provided, the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. Those in attendance shall consist of Union’s Business Representative and Shop Stewards and the City’s Labor Representative and such other management personnel as

determined by the City Manager. The meetings shall be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.

2.7 Whenever any employee is absent from work as a result of a formal request by the Union's Business Manager and is engaged in official Union business, the City shall pay for all regular time lost and shall be reimbursed therefore by the Union at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

### ARTICLE 3: UNION SECURITY

3.1(a) Every employee covered by this Memorandum of Understanding 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 must tender a registration fee to the Union equal to the initiation fee required of Union members, and shall tender, monthly, an agency fee in an amount equal to the amount of the monthly dues and per capita fees required of BA members in the employee's base wage rate; except that:

3.1(b) Any employee of City in a classification represented by Union and who, on June 29, 1975, was an employee and was not a member of the Union, and who remains an employee continuously after June 29, 1975, is exempt from the provisions of Section 3.1(a) unless the employee becomes a member of Union.

3.1(c) Any employee appointed to any classification out of the bargaining unit covered by this Memorandum of Understanding may withdraw from membership in Union and the employee's obligation to pay an agency fee shall be suspended for the duration of such period as the individual is working for City in a job classification not covered by this Memorandum of Understanding.

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

3.3 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 3.1(a) not exempted by the provisions of 3.1(b) or 3.1(c), 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.

3.4 Deductions shall be made from the first and second payroll period of each month and a check for the total deductions shall be submitted to the Financial Secretary of Local Union 1245, IBEW, P.O. Box 2547, Vacaville, CA 95696-9908, within five (5) working days of the date the dues or agency fees are withheld from the employee's check. The City shall notify Union each month at the time of the dues or agency fees transmittal to Union of any changes since the previous dues or agency fees transmittal and the reasons therefor.

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

3.6 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.

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

#### ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Any grievance, which may arise between Union, or any of its members, and the City, with respect to the interpretation or application of any of the terms of this Memorandum of Understanding, and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual employee, shall be determined by the provisions of this Article, except that such matters as are included in the definition of impasse as set forth in Resolution No. 2002-170 are not a grievance. Probationary employees shall not be entitled to invoke Article 4, Grievance Procedure, with regard to matters of discharge or demotion. This shall not, however, prevent a probationary employee from exercising any other rights under this Memorandum of Understanding. Work day as used in this Article shall mean any day when City Hall is open to serve the public.

4.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Shop Steward and the immediate supervisor directly involved who will answer within ten (10) work days. This step shall be started within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the Shop Steward.

4.3 Step Two: If a grievance is not resolved in the initial step, the second step shall be the presentation of the grievance, in writing, by the Shop Steward or the Union's Business Representative to the Division Head who shall answer in writing within ten (10) days work. This step shall be taken within ten (10) work days of the date of the immediate supervisor's verbal answer in Step One.

4.4 Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, and shall include an explanation why the response at Step Two did not resolve the grievance, by the Shop Steward or the Union's Business Representative to the Department Head who shall answer in writing within ten (10) work days. This step shall be taken within ten (10) work days of the date of the Division Head's answer in Step Two.

4.5 Step Four: If a grievance is not resolved in the third step, the fourth step shall be the presentation of the grievance, in writing, and shall include an explanation why the response at Step Three did not resolve the grievance, by either the Shop Steward, or the Union's Business Representative, to the City's Labor Relations Representative who shall conduct an investigation and attempt to resolve the grievance. If no resolution of the grievance is achieved, the City's Labor Relations Representative shall provide the Union's Business Representative with the City's answer to the grievance in writing. This step shall be taken within ten (10) work days of the date of the Department Head's answer in Step Three.

4.6 Step Five: If a grievance is not resolved in the fourth step, the fifth step shall be the presentation of the grievance, in writing, and shall include an explanation why the response at Step Four did not resolve the grievance, by the Union's Business Representative to the City Manager, or designee, who shall answer, in writing, within ten (10) work days. The fifth step shall be taken within ten (10) work days of the date of the answer in Step Four.

4.7 Step six: If a grievance is not resolved in the fifth step, the sixth step shall be referral by the Union to mediation within twenty (20) work days of the answer in step five. Whenever a grievance is referred to mediation, either the Union or the City may request that the California State Mediation and Conciliation Service refer a state mediator. The mediator shall assist the Parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to step seven shall not occur until a mediator has released the Parties from the mediation process.

4.8(a) Step Seven: If a grievance is not resolved in the Sixth step, the Seventh step shall be referral by either the City, or the Union, to arbitration. The Seventh step shall be taken within twenty (20) work days of the date of the answer in Step Six.

4.8(b) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the City and Union. In the event that the City and Union are unable to agree on the selection of an arbitrator they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons for arbitrator. The City and the Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and the arbitrator's compensation and expenses shall be borne equally by the City and Union. The City and Union shall pay the compensation and expenses of their respective appointees and witnesses. At Union's request the City shall release employees from duty to participate in arbitration proceedings.

4.8(c) The arbitrator shall hold such hearings and shall consider such evidence as appears necessary and proper. The first hearing should be held within ninety (90) days of the date of referral to arbitration. Following the hearings and prior to the arbitrator's final decision, the arbitrator shall submit a proposed decision to the parties for their review and the opportunity to submit additional information prior to the arbitrator's decision becoming final and binding on the parties. Any additional information submitted by either party shall be submitted to the arbitrator and the other party. Thereafter, the decision of the arbitrator shall be final and binding on City and Union and the aggrieved employee, if any, provided that such decision does not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

4.9 Failure by the Union to meet any of the aforementioned time limits as set forth in Section 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 or 4.8(a) will result in forfeiture. Failure by the City to meet any of the aforementioned time limits as set forth in Sections 4.2, 4.3, 4.4, 4.5, or 4.6 will allow the Union to go forward with the grievance to the next step of the established procedures. Except, however, that the aforementioned time limits may be extended, in writing, by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum of Understanding, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

4.10 Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievance adjusted without the

intervention of Union, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding and provided, further, that Union's Business Representative shall be given an opportunity to be present at such adjustment. Grievances settled by individual employees without representation by Union officials shall not bind either party to an interpretation of this Memorandum of Understanding.

#### ARTICLE 5: SAFETY

5.1 The City Council desires to maintain a safe place of employment for City employees and to that end City Management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.2 Regular "tailgate" meetings will be held on all jobs, with the exception of the Solid Waste Truck Driver classification, to plan the job and emphasize safety in their performance.

5.3 Regular safety meetings will be held at least every other month for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders and for training in first aid. The City will notify the Union of the date, time and place of such meetings, in order that the Union's Business Representatives may attend and participate.

5.4 In the event of an accident, resulting in serious injury or death of an employee of the City, the City will notify the Union immediately in order that the Union's Business Representative may conduct an investigation of the accident.

#### ARTICLE 6: DISABILITY AND UNEMPLOYMENT

6.1(a) Supplemental Benefits for Industrial Injury: Whenever any Regular employee, who has completed their initial probationary period, and who is a member of the California Public Employees' Retirement System (CalPERS) is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of the employee's duties, which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, the employee shall become entitled to compensation at the rate of eighty-five percent (85%) of the employee's regular salary, in lieu of temporary disability payments, if any, which would be payable under the State Labor Code, for the period of such disability but not exceeding six (6) months, or until such earlier date as the employee is retired on permanent disability pension. At the conclusion of six (6) months of receipt of supplemental benefits at the rate of eighty-five percent (85%) of regular salary, any Regular employee who is still unable to return to work and is still receiving temporary disability indemnity payments shall become entitled to receive supplemental benefits at the rate of seventy percent (70%) of the employee's regular salary for the period of such disability but not exceeding six (6) months or until such earlier date as the employee is retired on permanent disability pension through the California Public Employees' Retirement System (CalPERS). In consideration of this benefit, the Regular employee shall pay over to the City any temporary or permanent disability compensation received, whether from Workers' Compensation, employee group health and welfare insurance benefits or unemployment compensation benefits provided for under State law, and shall affirmatively assist the City in obtaining any such benefits to which the employee may be entitled but has not yet received arising out of such disability, but such payment from the employee to the City from such sources shall not exceed in amount the supplemental benefits paid to the employee by the City in accordance with the provisions of this paragraph. Whenever

there is reason to suspect any employee of abusing the employee's rights to workers' compensation benefits, the parties shall cooperate in controlling such employee abuse.

6.1(b) An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by City. Such employee shall be compensated at the then current rate of pay of the employee's regular classification while engaged in such temporary duties. The City may require an employee being considered for return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, or to the employee's fellow employees, or to the employee's own permanent health.

6.1(c) If a third party is found to be responsible for the employee's industrial injury and the employee recovers a judgment in damages from said third party, then all supplemental benefits received as provided for in Section 6.1(a) not already repaid from the other sources mentioned in Section 6.1(a) shall be repaid to the City by the employee.

6.1(d) Vacation and sick leave shall be accrued without regard to the established limits while a Regular employee is absent from work as a result of a job related disability and receiving the supplemental benefits to Workers' Compensation temporary disability compensation as set forth in 6.1(a) for the period of such disability, but not exceeding one (1) year. All Regular employees who are receiving Workers' Compensation temporary disability benefits shall receive group health and welfare insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of three (3) years, provided the employee pays his or her normal share of the group health and welfare insurance coverage program premium. Holidays which occur during the period for which an employee is receiving temporary disability compensation shall not be recognized by such employee for compensation purposes. If the employee is approved to return to work both by the employee's and the City's medical doctor, but the employee is physically unable to return to the previously held position, the City will work with the employee and the Union in an effort to place the employee in a vacant position within the City for which the employee is qualified and physically able to perform.

## ARTICLE 7: EMPLOYEE STATUS

7.1 Employees will be designated as Regular, Full-Time Temporary, or Temporary depending upon the purpose for which they are hired and their length of continuous service with the City.

7.2 A Regular employee is defined as an employee hired for a full-time position (Status 3) that has been regularly established as an authorized position and is of indeterminate duration. A Regular employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of similar nature, as the employee becomes eligible. Regular employees shall serve a probationary period of one (1) year upon initial appointment to Regular status. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any absence as a result of a work related disability or any unpaid absence of ten (10) or more consecutive work days. Employees serving their initial probationary period shall not be

eligible for leave of absence, supplemental benefits for industrial injury, or promotion and transfer rights.

7.3 A Full-Time Temporary employee is defined as an employee hired for occasional or seasonal work (Status 7) for a period not to exceed one thousand (1,000) hours in a fiscal year. A Full-Time Temporary employee shall receive not less than the minimum rate for the job but shall not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage, retirement plan participation or items of a similar nature, nor shall the employee accrue seniority, or promotion and transfer rights, or leave of absence rights. Full-time Temporary employees will be entitled to paid time off benefits that may accrue to the employee as set forth in Section 20.15. If a Full-Time Temporary employee is reclassified to Regular status without a break in service, the employee shall maintain continuous service from the employee's date of hire as a Full-Time Temporary for seniority, vacation and sick leave accrual purposes only.

7.4 A Temporary employee assigned to perform the duties of a Utility Field Worker or Meter Reader is defined as an employee hired for occasional or seasonal work (Status 9), for a period not to exceed one thousand (1,000) hours in a fiscal year. A Temporary employee may work full-time, part-time, intermittent, or on an irregular schedule. A Temporary employee shall receive not less than the minimum rate for the job but shall not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage, retirement plan participation or items of a similar nature, nor shall the employee accrue seniority or promotion or transfer rights. If a Temporary employee is reclassified to Regular or Full-Time Temporary status, the employee shall not be credited with service in determining eligibility for such benefits as may accrue to the employee in the new status. Temporary employees shall not displace Regular employees nor be used to avoid incidental over-time for Regular employees.

## ARTICLE 8: WAGES AND CLASSIFICATIONS

8.1 Employees hired prior to October 28, 1990 shall be paid the wage established for their classification. Employees hired on or after October 28, 1990 shall be paid a wage rate based upon their work performance. Upon initial appointment to a classification an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. When an employee is appointed to a classification which has a wage range overlapping the wage range of the employee's previous classification, the employee shall be paid at the wage rate of the classification to which the employee is being appointed, which is the next higher to his present wage rate, but not more than the top wage rate of the classification to which the employee is appointed. Notwithstanding the following requirements relative to a period of employment at a salary step, the Department Head may recommend a salary step increase at an earlier or later time. Step increases require City Manager approval and may be granted as follows: After twenty-six (26) full pay periods of employment at salary step 1, and with satisfactory or above work performance during the full time period, an employee shall be advanced to salary step 2. After twenty-six (26) full pay periods of employment at salary step 2, and with satisfactory or above work performance during the full time period, an employee shall be advanced to salary step 3. After twenty-six (26) full pay periods of employment at salary step 3, and with satisfactory or above work performance during the full time period, an employee shall be advanced to salary step 4. After twenty-six (26) full pay periods of employment at salary step 4, and with satisfactory or above work performance during the full time period, an employee shall be advanced to salary step 5. A full pay period as used in 8.1 is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

8.2 Wages shall be paid at bi-weekly intervals on Thursdays at the end of the employee's work period after 12:00 noon for a pay period ending no earlier than the preceding Saturday. If a pay day falls on a holiday, payments shall be made on the preceding workday. Effective May 3, 2009, all new employees must make arrangements to have their pay deposited to a bank account via electronic transfer.

8.3 When an employee is temporarily assigned for a minimum of one-half (½) hour accumulated during any workday to work in a classification higher than the employee's regular classification, the employee shall be paid at the rate established for the higher classification, with a minimum of two (2) hours and time computed to the next full hour, except when the work is performed outside of the regular work hours and the duration is less than two (2) hours. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which he is temporarily assigned, which is next higher to the employee's present wage rate, but not more than the top wage rate of the temporary classification. Whenever a full-time Regular employee is reassigned by the City to replace an absent Supervisor with a higher pay rate and classification outside the bargaining unit and performs a substantial majority of the absent employee's duties for a full work day, such employee shall have their compensation rate increased by five percent (5%).

8.4 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced. Notwithstanding the foregoing, however, whenever any employee requests to be temporarily assigned to perform the duties of a lower paying classification pursuant to Section 11.6 of Article 11, Promotion and Transfer, such employee's wage rate shall be reduced to the wage rate of the lower paying classification.

8.5 For purposes of wage rate progression in a temporary classification, the time worked by an employee in other than the employee's regular classification shall also be accrued in such temporary classification.

8.6 Attached hereto and made a part hereof are: Exhibit "A-1", effective ~~September 12, 2004~~ December 26, 2010; Exhibit "A-2", effective ~~September 11, 2005~~ December 25, 2011; Exhibit "A-3", effective ~~September 10, 2006~~; and Exhibit "A-4", effective ~~September 9, 2007~~; all of which are titled "Schedule of Wage Rates."

8.7 Attached hereto and made a part hereof is Exhibit "B", titled "Job Definitions"; Exhibit "C", titled "Lines of Progression"; Exhibit "D", titled "Standby Duty"; Exhibit "E", titled "Standby Duty for Certified Water Distribution Personnel"; Exhibit "F", titled "Vehicle Equipment Operation Directory"; Exhibit "G", titled "Grievance Form" and Exhibit "H", titled "Hazmat Response Program".

8.8 Effective May 3, 2009, California Water Environment Association Collection System Maintenance certification incentives shall be rolled into the base pay of those Regular employees working in the Wastewater Division and classified as follows:

CLASSIFICATION	GRADE	AMOUNT
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Public Works Maintenance Worker ( <u>Voluntary</u> ) Wastewater Collection Maintenance Worker ( <u>Required</u> )	II II	2.5%
Wastewater Collection Maintenance Worker ( <u>Voluntary</u> ) Wastewater Collection Lead Worker ( <u>Required</u> ) Working Supervisor–Wastewater Collection ( <u>Required</u> )	III or above III III	5%
Wastewater Collection Lead Worker ( <u>Voluntary</u> ) Working Supervisor–Wastewater Collection ( <u>Voluntary</u> )	IV IV	7.5%

Effective May 3, 2009, State of California Department of Health Services Water Distribution Operator certification incentives shall be rolled into the base pay of those Regular employees working in the Water Division and classified as follows:

CLASSIFICATION	GRADE	AMOUNT
Public Works Maintenance Worker Required Voluntary	None I	0.0% 2.5%
Water Maintenance Worker Required Voluntary	I II	2.5% 5.0%
Water Lead Worker Required Voluntary	II III	5.0% 7.5%
Working Supervisor–Water Required Voluntary	III IV	5.0% 7.5%

8.9 ~~Effective December 12, 1999,~~ Shift differential shall be paid to those employees whose regularly scheduled work shift represents one-half (1/2) or more of the following time periods and at the rate specified as follows:

TIME PERIOD	SHIFT DIFFERENTIAL
4:00 p.m. to 12:00 midnight	3.5%
12:00 midnight to 8:00 a.m.	5%

Shift differential will be paid for ~~only on regular~~ all hours worked (i.e., ~~not on paid leave~~ regular hours worked, ~~or for overtime work, travel time, meal, or rest period~~), but not on paid leave. Shift differential, as is the City's normal practice, will be paid on regular hours worked to the employee normally assigned to the shift. Notwithstanding the above, in the case of the Solid Waste Division and the Convention Center Division, shift differential will be paid on regular hours worked to the employee who actually works the evening or early morning schedule on any particular day.

#### ARTICLE 9: HOURS AND OVERTIME

9.1 All Regular employees will receive full-time employment for each workweek employed, provided they report for duty and are capable of performing their work. This is not to be

interpreted that the City does not retain the right to lay off or release employees on account of lack of work or other valid reason at the end of the workweek.

9.2 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work and the time spent in traveling between such headquarters and the job site shall be considered as time worked.

9.3 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and, except as otherwise provided herein, a basic workweek is defined to consist of five (5) consecutive workdays of eight (8) hours each, Monday through Friday. The regular work hours shall be 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. or 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. from the first day of Pacific Standard Time through the last day of Pacific Standard Time, and 7:00 a.m. to 11:00 a.m. and 12:00 noon to 4:00 p.m., or 7:00 a.m. to 11:00 a.m. and 11:30 a.m. to 3:30 p.m. from the first day of Pacific Daylight Time through the last day of Pacific Daylight Time, provided however that those employees who are required to consume their lunch at a location other than the City's Corporation Yard, shall not be required to take a lunch period in excess of one-half (½) hour's duration. Notwithstanding the foregoing, the regular lunch period may be advanced or delayed up to one (1) hour without the payment of overtime compensation. The City shall provide the means of transportation and pay for time required to transport employees for the purpose of consuming their lunch only when adverse weather conditions exist at the job site. Whenever it becomes necessary for any employee to attend first-aid meetings, safety meetings, or formal training sessions, such employee's work hours and/or work days may be changed only for the duration of such requirements in order to allow the employee to attend. Any such work schedule change shall not be construed as meeting any of the definitions of Section 9.7, nor require payment pursuant to Section 9.8. The basic work week indicated above, may be modified by mutual agreement of the City, the affected employee(s), and the Union in those situations where such a modification serves the interests of both the City and its employees.

9.4(a) Notwithstanding the provisions of 9.3, employees engaged in street maintenance duties or parking meter servicing duties may be assigned to work a shift which begins as early as 3:00 a.m.

9.4(b) Notwithstanding the provisions of 9.3, employees engaged in street sweeping duties, using engine powered equipment, may be assigned to work a shift which begins as early as 12:00 midnight.

9.4(c) Notwithstanding the provisions of 9.3, employees engaged in waste collection and disposal duties may be assigned to a basic workweek of Tuesday through Saturday. Furthermore, they may be assigned to work a shift which begins as early as 3:00 a.m.

9.4(d) Notwithstanding the provisions of 9.3, employees engaged in park maintenance work may be assigned to a basic workweek of Tuesday through Saturday or Sunday through Thursday. Furthermore, they may be assigned to work a shift which begins as early as 3:00 a.m. or ends as late as 12:00 Midnight. The provisions of this section for Sunday or evening work effective October 28, 1990 shall only be applicable to new employees in the classification on or after the effective date of the amendments, except, however, current employees in the classification may request and be given preference.

9.4(e) Notwithstanding the provisions of 9.3, employees engaged in water distribution, street and storm drain maintenance, sewer television inspection and sealing work, service work, utility field service work, or meter reading, may be assigned to any hours and/or days of work, providing the schedule is regularly established to be of not less than four (4) weeks duration. Notwithstanding the above, and by mutual agreement, an employee and supervisor may agree to a duration of less than four (4) weeks, but not less than one (1) week, with at least one (1) week prior notice.

9.4(f) Notwithstanding the provisions of 9.3, employees engaged in Support Services duties may be assigned to work a shift which begins as early as 6:00 a.m. or ends as late as 12:00 midnight.

9.4(g) Notwithstanding the provisions of 9.3 and in addition to the provisions of 9.4(f), employees engaged in vehicle and equipment maintenance and repair duties may be assigned to a basic workweek which includes Saturday. Furthermore, they may be assigned to work a shift which begins as early as 6:00 a.m. or ends as late as 12:00 Midnight. The new provisions of this section effective October 28, 1990 for Support Services employees shall only be applicable to new employees in the classification on or after the effective date of the amendments, except, however, that current employees in the classification may request and be given preference.

9.4(h) Any work shift other than as in 9.3 established as provided in 9.4(a), (b), (c), (d), or (e) shall consist of eight (8) or ten (10) consecutive hours as applicable, with a meal break near the middle of the shift, providing the work shift begins prior to 6:00 a.m. or later than 12:00 noon. The work shift starting time shall not vary by more than two (2) hours throughout the basic workweek. Establishment of hours and days of work other than as in 9.3 shall be limited to the needs of the service.

9.5 Notwithstanding the provisions of 9.3, employees engaged in work at the Convention Center or the Redding Mall, and custodial employees assigned to Support Services and the Police Department may be assigned to any hours or days of work, providing as much notice as possible is given, and in any event not less than five (5) days' notice. Schedules, as provided herein, shall provide for five (5) consecutive workdays and for not less than twelve (12) hours off between shifts.

9.6 Notwithstanding anything contained herein, any schedule of days and/or hours of work may be established by mutual agreement between the employee, the Union, and the Labor Relations Representative.

9.7 Overtime is defined as (a) time worked in excess of forty (40) hours in a workweek, (b) time worked in excess of eight (8) or ten (10) hours as applicable on a scheduled workday, (c) time worked on a non-workday, (d) time worked outside of regular hours on a workday, and (e) time worked on a holiday. For Part-Time/Temporary employees, overtime is defined as time worked over forty (40) hours in a workweek. Overtime shall be computed to the nearest one-quarter (1/4) hour.

9.8 Except as otherwise provided in this section, overtime compensation shall be paid at a rate equivalent to one and one-half (1½) times the regular rate of pay, or at the Regular and Probationary employee's option, providing it is legally permissible and has City approval, the Regular and Probationary employee may elect to receive time off with pay at the rate of one and one-half hours off for each overtime hour worked. The maximum compensatory time off available for any employee at any time shall be the maximum established by the Fair Labor

Standards Act, which is presently two hundred forty (240) hours. Effective September 15, 2002, compensatory time off accrual shall be limited to eighty (80) hours per fiscal year and subject to a maximum accumulation of one hundred sixty (160) hours. Effective September 15, 2002, for one time only, the employee shall have the option of having all accrued compensatory time off exceeding one hundred sixty (160) hours paid off on their next regular paycheck. Compensatory time off with pay shall be scheduled in the same manner as vacations are normally scheduled. To the extent scheduling of compensatory time becomes a problem for the City or Union, the parties agree to re-open this Memorandum of Understanding to meet and confer on the effects of such scheduling problems.

9.8(a) Whenever any employee performs overtime work in conjunction with providing reimbursable mutual aid to another agency, the employee shall be compensated at a rate equivalent to two (2) times the employee's regular rate of pay. The foregoing provision will only apply when such service is eligible for reimbursement through the State of California or the Federal Government and is cost neutral to the City.

9.9 Employees who are required to report for work on their non-workdays, or on holidays they are entitled to have off, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, including one-half ( $\frac{1}{2}$ ) hour travel time each way, but in no event for less than two (2) hours compensation. If an employee who is called out for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation only for the actual time worked and travel time one way. If an employee performs overtime work immediately following the end of the employee's regular shift no travel time shall be paid. If an employee is capable of effectively and efficiently handling a call-out via a telephone conversation with the City's answering service or a member of the public, the employee shall be paid a minimum of one-half ( $\frac{1}{2}$ ) hour overtime compensation.

9.10 Overtime shall be distributed as equally as is practicable among Regular employees who are qualified and available, and the City shall not require employees who have worked overtime to take equivalent time off during a workday without pay.

9.11 Notwithstanding the provisions of 9.3, the City's Labor Relations Representative and the Union's Business Representative may agree to a workweek or work hours other than as defined in 9.3 during the term of this Memorandum of Understanding.

9.12(a) If an employee has worked for eight (8) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of the employee's regular work hours on a workday the employee shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work.

9.12(b) There shall be included as part of the eight (8) hours worked at the overtime rate in such sixteen (16) hour period any travel time and meal time to which the employee is entitled when overtime work is performed except that any travel time and meal time to which the employee is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight (8) hour rest period.

9.12(c) Hours worked prior to any eight (8) hour rest period in which the employee does not work shall not be included in computing another period of overtime work.

9.12(d) If the eight (8) hour rest period in whole or in part overlaps the employee's regular work hours the employee will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which the employee is entitled on dismissal shall be paid for at the overtime rate.

9.12(e) If the employee is called back to work during the employee's eight (8) hour rest period a new rest period will commence at the conclusion of such work.

9.12(f)(1) If the rest period overlaps the employee's regular work hours but does not extend into the second half of the employee's workday, the employee may be excused from reporting for work until the beginning of the second half of the employee's workday, and in such event the employee will be paid for the time between the expiration of the rest period and the end of the first half of the employee's workday.

(2) If the rest period extends into the second half of the employee's workday, the employee may be excused from reporting for work until the following workday, and in such event the employee will be paid for the time between the expiration of the rest period and the employee's regular quitting time on such day.

(3) In the application of the foregoing, an employee, unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of the employee's rest period and the reporting time as designated by the applicable subdivision.

9.12(g) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight (8) consecutive hours, in which event the employee shall be paid at the overtime rate for all work performed until the employee has been relieved from duty for at least eight (8) consecutive hours.

## ARTICLE 10: SENIORITY

10.1 Seniority is defined as total length of continuous service with the City, except for the purpose of Promotion and Transfer as outlined in Article 11. In determining an employee's seniority the continuity of the employee's service will be deemed to be broken by termination of employment by reason of (1) resignation, (2) discharge for cause, (3) layoff for more than one year, (4) failure to return immediately on the expiration of a leave of absence or acceptance of other full-time employment while on leave, or (5) absence without pay, without a leave of absence, in excess of three (3) workdays. Continuity of service will not be broken and seniority will accrue when an employee is: (a) inducted, enlists or is called to active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment rights, (b) on duty with the National Guard, (c) absent due to industrial injury (d) on leave of absence or (e) absent due to layoff for a period of less than one year.

## ARTICLE 11: PROMOTION AND TRANSFER

11.1 Except as otherwise provided for in this section for the entry-level positions of Custodian, Utility Field Worker, Solid Waste Worker, Solid Waste Truck Driver I, Airport

Maintenance Worker, Convention Center Maintenance Worker, Garage Maintenance Worker, and Public Works Maintenance Worker when new positions, additional positions, or new shifts (i.e. days, swings, graveyards) within the same Division or Department are created, or vacancies other than temporary vacancies occur, in positions within the appropriate bargaining units for whom Local Union 1245 is the exclusive representative, the City shall fill such positions or shifts from qualified pre-bid employee applications, if any. In filling such positions or shifts, the City shall give preferential consideration to Regular employees as defined in 7.2, who are within the bargaining unit covered by this Memorandum of Understanding, in the sequence set forth below. When employees in the same preferential sequence as provided in (a) through (f) are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to the position vacancy, the pre-bid of the employee with the most City seniority in an IBEW local 1245 bargaining unit shall be given preferential consideration for appointment. When employees have the exact same seniority date, the tie will be broken by the initial application test score with greater seniority awarded to the employee with the higher test score. For the first and each subsequently odd-numbered entry-level position vacancy which occurs after July 15, 1984, in each of the divisions or departments as set forth in 11.4, the City will follow the procedures set forth as follows in filling each such entry-level position vacancy. Whenever any qualified bargaining unit employee hired before October 28, 1990 pre-bids the entry-level position vacancy, the City must select from among those bargaining unit employee pre-bidders. Whenever no qualified bargaining unit employee hired before October 28, 1990 pre-bids, the City may select any applicant to fill the entry-level position vacancy. For each even-numbered entry-level position vacancy which subsequently occurs, the City may refrain from following the procedures set forth above and may select any applicant for an entry-level position vacancy which in the judgment of the City is best qualified for said position vacancy.

- (a) Pre-bids made by Regular employees who are in the Division or Department, as applicable, in which the vacancy exists who hold a classification the same or higher than that in which the job vacancy exists. The word “same” is in reference to the Lines of Progression and not wages.
- (b) Pre-bids made by Regular employees who are in the Division or Department, as applicable, in which the vacancy exists who are at the top rate of pay of the next lower classification in the normal line of progression.
- (c) Pre-bids made by Regular employees who hold a classification the same or higher than that in which the job vacancy exists who are assigned to any other Division or Department.
- (d) Pre-bids made by Regular employees who are at the top rate of pay of the next lower classification in the normal line of progression who are assigned to any other Division or Department.
- (e) Pre-bids made by Regular employees who are in the Division or Department as applicable in which the vacancy exists who hold classifications other than those listed above.
- (f) Pre-bids made by Regular employees who are outside of the Division or Department as applicable in which the vacancy exists who hold any classification other than those listed above.

Whenever the City is unable to fill any position vacancy covered by this Memorandum of Understanding as set forth above, the City shall give consideration to those employees who are qualified and covered by any other Memorandum of Understanding between the City and the Union, prior to the City employing any other person for a position covered by this Memorandum of Understanding.

11.2 The City shall in not more than twenty-one (21) working days from the date the position vacancy is filled, post on the designated bulletin boards a notice regarding the disposition of the position with the name of the applicant selected, and mail a copy of such notice to the Union's Business Representative together with a list of all applicants for the position.

11.3 Any Regular employee of the City as defined in 7.2 may submit a pre-bid on any existing job classification and location or shift within the same Department or Division for which the employee desires consideration. The pre-bid must be submitted on a form provided by the City's Personnel Department. At the time the form is delivered to the Personnel Department, it will be dated and receipted and a photocopy provided to the employee. The City shall not consider original pre-bids for any position vacancies which are submitted less than eight (8) calendar days prior to the filling of a job vacancy. Pre-bids will be valid until such time as the employee changes classifications, or until fifteen (15) calendar days have elapsed from such time as the employee rejects a permanent appointment to the classification and location on which the pre-bid is made. The City shall post, for a minimum of fifteen (15) calendar days, all newly created positions, classifications, shifts, or reclassifications of existing vacant positions.

11.4 For purposes of this Article, the Divisions and Departments as used herein shall be:

- (1) Community Services Department
  - (a) Park Development, Recreation
  - (b) Parks Maintenance Division
  - (c) Convention Center Division
- (2) Electric Department
  - (a) Customer Service – Utility Field Services Division
- (3) ~~Municipal Utilities~~ Public Works Department
  - ~~(a) Solid Waste Division~~
  - (b) Storm Drain Division
  - (b) Streets/Signs Division
  - (c) Traffic Operations Division
  - ~~(ed)~~ Electrical Technicians/USA Locate Division
  - ~~(de)~~ Water Division
  - ~~(ef)~~ Wastewater Division
- (4) Police Department
- (5) Support Services Department
  - ~~(a) Convention Center Division~~
  - (a) Airports Division
  - (b) Fleet Maintenance Division
  - (c) ~~Parks &~~ Facilities Maintenance Division
  - (d) Solid Waste Division
- ~~(6) Transportation and Engineering~~
  - ~~(a) Airports Division~~
  - ~~(b) Streets/Signs Division~~
  - ~~(c) Traffic Operations Division~~

11.5 Notwithstanding anything contained herein, the City need not consider the pre-bid application of any employee who does not possess the knowledge, skill, efficiency, adaptability, and physical ability required for the position for which the application is submitted. For purposes of determining employee qualifications, the City may utilize examinations. When the City intends to appoint an employee to a vacancy in preference to an employee with greater seniority, as specified in 11.1, the City shall notify Union's Business Representative of its intent prior to such appointment.

11.6 Whenever a vacancy occurs in any job classification, the City may, at its discretion, temporarily fill such vacancy. If practicable, the City shall fill such temporary vacancy with the employee who would be most eligible therefor under the provisions of this Article. If the vacancy is one which is expected to last less than fifteen (15) working days, City may temporarily fill such vacancy with the employee in the division or department in which the vacancy exists who would be most eligible therefor under the provisions of this Article. If the temporary vacancy lasts for forty-five (45) days or more, and the City elects to temporarily fill such temporary vacancy, the City shall select the employee who would be most eligible therefor under the provisions of this Article and shall fill such temporary vacancy by temporary reclassification of the selected employee.

11.7 A temporary vacancy is one created by additional workload, or an employee's absence from work due to illness, disability, vacation, or leave of absence, or a vacancy of less than six (6) months duration.

11.8 All appointments filled by promotion or transfer of a City employee shall be on a probationary basis for four (4) months for the purpose of determining qualifications. At any time during the probationary period, either the employee or the City may terminate the appointment. If an appointment is terminated, the employee shall be returned to either the employee's previous classification and wage rate, or some other classification that is mutually satisfactory to both the employee and the City. If an appointment is terminated, the City need not give further consideration on that classification and location for a period of one (1) year to the employee who did not successfully complete the probationary period.

11.9 Notwithstanding anything contained in this Article, the City's Labor Relations Representative and the Union's Business Representative may agree to other provisions during the term of this Memorandum of Understanding.

11.10 Attached hereto and made a part hereof is Exhibit "C" titled "Lines of Progression."

11.11 At the discretion of the City, non-unit employees may be placed back into the bargaining unit under the following conditions:

- (1) The non-unit employee must have previously been employed by the City in a classification in the bargaining unit.
- (2) The non-unit employee must be placed in a classification in the unit which is no higher than the previous classification held.
- (3) Seniority accrued by the non-unit employee while out of the bargaining unit shall not be recognized for the purposes of this Article only.
- (4) The non-unit employee must be placed in a vacant position and may not displace, demote, or cause the layoff of another unit member.

- (5) After placement in the unit, the employee may not be promoted to a higher classification within the unit until the employee has served at least one (1) year in the bargaining unit. After completion of one (1) year of service back in the bargaining unit, the employee's previous seniority accrued while in the unit shall be combined with the new year of seniority for purposes of the provisions of this Article.

#### ARTICLE 12: DEMOTION, DISPLACEMENT, AND LAYOFF

12.1 When it becomes necessary for the City to lay off Regular employees, the City will give employees involved as much notice as possible; but in no event will such employees receive less than two (2) weeks' notice of layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.

12.2 Layoff in all cases due to lack of work will be determined by an employee's seniority. An employee whose job is being eliminated may elect to displace the least senior employee in any Division or Department as set forth in section 11.4 in any equally or lower paid classification, excluding voluntary certification pay as outlined in the MOU, if qualified to perform the duties of the classification and if the employee's seniority is greater than that of the employee in the classification being displaced. For those positions that require a certificate, based on lines of progression, an employee may bump into a position if the certification requirement is met as outlined within the classification specification.

12.3 Regular employees who are laid off will be given preference in filling future vacancies for a period up to one year, providing they keep the City advised of their current address.

12.4 Notwithstanding the provisions of this Article, the City's Labor Relations Representative and the Union's Business Representative may agree to other procedures during the term of this Memorandum of Understanding.

12.5 Non-unit employees may be placed in the bargaining unit at management's discretion pursuant to the provisions of Section 11.11.

#### ARTICLE 13: LEAVE OF ABSENCE

13.1 Leave of absence may be granted to Regular employees by the City Manager for urgent and substantial reasons, up to a maximum of one year (except when the employee is receiving long term disability benefits in which case a three (3) year time limit shall apply) providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. 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 the employee is approved to return to work both by the employee's and City's medical doctors, but the employee is physically unable to return to the previously held position, the City will work with the employee and the Union in an effort to place the employee in a vacant position within the City for which the employee is qualified and physically able to perform.

13.2 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.

13.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence. An employee is required to provide periodic medical certifications as to the conditions necessitating the leave if the leave is as a result of exhaustion of sick leave and report at the request of the City during the leave regarding the employee's status and intention to return to work. 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, providing that the employee is capable of performing the duties of the employee's former position, except that if there has been a reduction of forces or the employee's position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on a leave of absence.

13.4 An employee's status as a Regular employee will not be impaired by such leave of absence and the employee's seniority will accrue.

13.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and terminate the employee's employment with the City.

13.6 An employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group health and welfare insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group health and welfare insurance coverage providing the full monthly premium is received ~~in the Finance Department of the City~~ by the City Treasurer on or before the first day of the month for which the premium is intended. Notwithstanding the above, however, if the leave of absence is as a result of exhaustion of sick leave benefits an employee's group health and welfare insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays the employee's share of the premium on a timely basis.

13.7 Except for the one (1) year limitation of 13.1 and the prohibition on other employment of 13.5, a leave of absence for Union Business may be granted by the City Manager for up to a maximum of three (3) years pursuant to the provisions of this Article.

13.8 The Parties acknowledge the provisions of State and Federal law governing family leaves. The Family and Medical Leave Act (FMLA), which is subject to legislative change, currently entitles those employees who have worked twelve hundred fifty (1,250) or more hours during the preceding twelve (12) month period to take up to twelve (12) weeks of unpaid, job protected, leave during any twelve (12) month period for serious health condition of employee or immediate family member or for child birth or adoption. An employee is required, to give thirty (30) days advance notice when leave is foreseeable, provide periodic medical certifications as to the conditions necessitating the leave and report at the request of the City during the leave regarding the employee's status and intention to return to work. Health insurance benefits will be continued on the same basis as prior to the FMLA leave.

#### ARTICLE 14: EXPENSES

14.1 Whenever an employee uses the employee's personal automobile for the City's convenience, the employee will be reimbursed therefor at the same rate per mile as established for non-represented City employees.

14.2 Whenever an employee is required to change the employee's residence from one locality to another for City's convenience, the City will provide means of moving the employee's household goods.

14.3 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed actual personal expenses for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by the City. The time spent by such employees in traveling to such temporary job at its beginning, to and from home on holidays and weekends, and from such temporary job at its conclusion and any reasonable expense incurred thereby will be paid by the City.

14.4 If the City requires an employee to perform work for two (2) hours or more beyond Regular work hours, it will provide the employee with a meal and with meals at intervals of approximately four (4) hours, but not more than five (5) hours insofar as it is possible for the City to do so. The cost of any meal and the time necessarily taken to consume same will be at City's expense.

14.5(a) If City requires an employee to perform work outside of regular hours on either workdays or on non-workdays, the City will provide meals at intervals of approximately four (4) hours, but not more than five (5) hours insofar as it is possible for the City to do so and for as long as the work continues. The cost of any such meals and the time necessarily taken to consume same will be at the City's expense. Where any such work extends into regular work hours on workdays, the foregoing provisions shall be operative until such time as the employee is released from work for the day, providing, however, that such work period starts at least one and one-half (1½) hours or more before the regular starting time, and provided further that the employees have not been given notification of the overtime work prior to the end of the preceding regular work shift.

14.5(b) When employees are given notice by the end of the preceding work period, and such work period starts at least two (2) hours but no more than four (4) hours before the regular starting time, the normal lunch practices of releasing the employee from duty without pay for one-half (½) hour to consume a meal at the employee's own expense will be followed. Following consumption of the employee's first meal, the City will provide meals at intervals of approximately four (4) hours but not more than five (5) hours thereafter, as set forth above in Section 14.5(a).

14.5(c) When employees are given notice by the end of the preceding work period, and such work period starts less than two (2) hours before the regular starting time, the normal lunch practices of releasing the employee from duty without pay for one-half hour at approximately the usual meal time to consume a meal at the employee's expense will be followed.

14.6 When work is to be performed during regular work hours on non-workdays and the employee is given notice by the end of the preceding work period, the normal lunch practices will be followed on such days.

14.7 The City shall pay the cost of any meal which it is required to provide, in accordance with this Article, and shall consider as hours worked the time necessarily taken to consume such meal, except, however, that when a meal is taken at City's expense following dismissal from

work the time allowance therefor shall be one (1) hour. If an employee who is entitled to a meal under the provisions of this Article upon dismissal from work does not accept such meal the employee shall nevertheless be entitled to such time allowance of one and one-half (1½) hours. If an employee who is entitled to a meal under the provisions of this Article does not accept such meal, the employee shall nevertheless be entitled to such time allowance of one-half (½) hour for each meal missed except for a meal due at the end of the work period. The City's cost for any meal required by the provisions of this Article between the employee's regular shift normal ending time and five (5) hours later shall be limited to ~~seventeen dollars and fifty cents (\$17.50) plus tax and a fifteen percent (15%) tip~~ twenty five dollars (\$25.00) including tax and tip. (The City standard for tipping is currently capped at fifteen percent (15%) unless the contracted vendor requires a twenty percent (20%) tip due to the size of the dining party). The tip may be rounded up to the next highest dollar. The City's cost for meals provided at all other times shall be limited to ~~eight dollars and twenty five cents (\$8.25) each, plus tax and a fifteen percent (15%) tip~~ fifteen dollars (\$15.00) including tax and tip, except for out-of-town travel for meetings, conferences, or training, which shall be paid at the same rate as for Unrepresented employees (as set forth in the City of Redding Employee Benefit Policies for unrepresented employees – Article 12: Expenses, Section 12.3, paragraph (C)). Any cost incurred by an individual employee above those set forth above shall be at the employee's own expense ~~by automatic payroll withholding~~ and shall be paid by the employee to the vendor at the time the employee consumes the meal.

Employees unable to purchase the required meal at a City contracted vendor after 12:00 a.m. due to lack of vendor availability shall be eligible to submit a receipt for out-of-pocket meal expense reimbursement by separate check. The reimbursement will be subject to the amounts outlined above, and the meal must have been provided by a vendor located in the Redding area.

~~14.8 Whenever any employee is entitled to payment for meals required under the provisions of this Article, such payment shall be made with the employee's regular salary check.~~

## ARTICLE 15: SICK LEAVE

15.1 Sick leave with pay shall be accumulated for each Regular employee at the rate of four hundred sixty ten-thousandths (.0460) of an hour for each regular hour worked, or on paid leave. (Accrual rate approximately one (1) day per month.)

15.2 Sick leave shall be allowed for a absence due to: (a) the inability of an employee to be present or perform the employee's duties because of personal illness, off duty injury or confinement for medical treatment; (b) personal medical or dental appointments which are impracticable to schedule outside of regular working hours; (c) the need to attend sick or injured immediate family members as defined in Article 16.1 for up to forty-eight (48) hours per calendar year; (d) the need to be present during childbirth, surgery, critical illness or injury involving members of the immediate family for up to forty (40) hours per incident.

15.3 Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to the employee, or to the employee's fellow employees, or to the employee's

own permanent health. Such examination or examinations shall be at the sole expense of the City. Whenever there is reason to suspect any employee of abusing the employee's right to sick leave with pay, the parties shall cooperate in controlling such employee abuse.

15.4 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

15.5 Whenever any employee exhausts all categories of paid time off as a result of a non-work related illness or injury, with approval of the employee's Department Director, the Personnel Director and the City Manager, an employee may receive up to eighty (80) hours advanced sick leave with pay. If the employee returns to duty, such advanced sick leave shall be returned to the City from subsequent sick leave accruals. If the employee terminates City employment, such advanced sick leave shall be repaid to the City from any funds due the employee by the City. If insufficient funds are due the employee by the City, the employee shall directly reimburse the City for advanced sick leave in excess of the funds, if any, previously withheld. Such direct reimbursement will be waived for employees who are terminally ill or totally disabled (100%).

15.6 Any employee who after ten (10) years of continuous service to the City terminates employment shall be paid at the employee's regular pay rate for thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the employee's accumulated sick leave hours. For employees with fifteen (15) years or more but less than twenty (20) years of continuous service, the percentage set forth above shall be increased to forty-five percent (45%). For employees with twenty (20) years or more continuous service, the percentage set forth above shall be increased to sixty percent (60%). An employee may, however, at the employee's option, elect to waive the foregoing benefit and in lieu thereof, receive credit for said unused sick leave toward the employee's retirement benefit through the Public Employees' Retirement System pursuant to the contract between the City of Redding and the Public Employees' Retirement System.

Effective January 1, 2011, upon retirement, any sick leave pay out the employee is eligible to receive will be transferred into the VantageCare Retirement Health Savings Plan on a pre-tax basis. The sick leave pay out amount will be calculated using the percentage levels described in the paragraph above. However, if the sick leave payout is less than \$5,000, then the employee is not entitled to participate in the VantageCare Retirement Health Savings Plan and shall receive a cash out payment as described in the paragraph above. Any sick leave amount remaining will be used as service credit toward the employee's retirement benefit through CalPERS, pursuant to the contract between the City of Redding and CalPERS.

#### ARTICLE 16: FUNERAL LEAVE

16.1 Regular and Full-Time Temporary employees who are absent from work due to the death of a member of the employee's "immediate family" shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty (40) working hours. "Immediate family" as used herein includes employee's spouse; or children, grandchildren, brothers, sisters, parents, or grandparents of employee or spouse or other persons who are living in the employee's immediate household. The relationships included herein shall apply whether by blood or marriage.

16.2 Regular and Full-Time Temporary employees who are absent from work to attend the funeral of a person other than an immediate family member shall receive compensation at the regular rate of pay for the time necessary to be absent from work, but not to exceed one (1) regularly scheduled work day. A maximum of three (3) work days may be utilized in a calendar year.

16.3 An employee must be in a paid status on both workdays immediately adjacent to funeral leave in order to receive pay for such leave.

## ARTICLE 17: HOLIDAYS

17.1 Regular employees, except as otherwise provided herein, shall have the following holidays off with pay.

	<b>Holidays</b>	<b>Fixed or Floating</b>
<b>1</b>	January 1 <sup>st</sup>	Fixed
<b>2</b>	The third Monday in January, known as "Martin Luther King, Jr. Day"	Fixed
<b>3</b>	February 12 <sup>th</sup> , known as "Lincoln Day"	Floater
<b>4</b>	The third Monday in February, known as "President's Day"	Fixed
<b>5</b>	The last Monday in May, known as "Memorial Day"	Fixed
<b>6</b>	July 4 <sup>th</sup>	Fixed
<b>7</b>	First Monday in September, known as "Labor Day"	Fixed
<b>8</b>	Employee's birthday	Fixed
<b>9</b>	The second Monday in October, known as "Columbus Day"	Floater
<b>10</b>	November 11 <sup>th</sup> , known as "Veteran's Day"	Floater
<b>11</b>	Thanksgiving	Fixed
<b>12</b>	Friday after Thanksgiving	Fixed
<b>13</b>	December 24 <sup>th</sup> The last half of the normal work shift before Christmas	Fixed
<b>14</b>	December 25 <sup>th</sup>	Fixed

If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay, to be scheduled in the same manner as vacation days are normally scheduled. Notwithstanding the foregoing an employee may observe the employee's birthday holiday on the employee's birthday or anytime during the pay period in which the birthday occurs provided the employee gives the supervisor at least ten (10) days advance notice, or the holiday may be deferred and scheduled as vacations are normally scheduled. The holidays known as Lincoln Day, Columbus Day, and Veterans Day shall be scheduled by employees and their supervisors in the same manner as vacations are normally scheduled.

17.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefor at the overtime rate of pay for all time worked on such days.

17.3 If an employee is in a non-pay status on either workday immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

#### ARTICLE 18: VACATIONS

18.1(a) Regular employees of the City shall accrue vacations with pay up to 500 hours. Effective October 1, 1997, Regular employees shall accrue vacations with pay up to 400 hours. Effective October 1, 1997, for one-time only, vacation hours in excess of 350 hours will be retained in a separate time bank which may be used by the employee in the same manner as regular vacation time. Vacation hours retained in the bank will not be lost as a result of the 400-hour maximum. After October 1, 1997, vacation earned in excess of the 400-hour maximum will not be accumulated. The rate of vacation accrual will be as follows:

18.1(b) A full pay period as used in this Article is defined as one in which the employee works or is paid for time off for at least half of the regularly scheduled work hours.

	ACCRUAL RATE PER HOUR	FROM	THROUGH PAY PERIOD	APPROXIMATE ACCRUAL RATE	YEARS OF SERVICE
A	.039	Date of Employment	104 <sup>th</sup>	2 weeks	1-4
B	.058	105 <sup>th</sup>	234 <sup>th</sup>	3 weeks	After 4
C	.068	235 <sup>th</sup>	364 <sup>th</sup>	3 ½ weeks	After 9
D	.077	365 <sup>th</sup>	494 <sup>th</sup>	4 weeks	After 14
E	.087	495 <sup>th</sup>	624 <sup>th</sup>	4 ½ weeks	After 19
F	.096	625 <sup>th</sup>	--	5 weeks	After 24

18.2 Vacation cannot be accrued while an employee is in a non-pay status.

18.3 Vacations will be scheduled throughout the calendar year. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period, provided, however, that if the senior employee splits the employee's vacation by requesting less than a full year's allowance to be scheduled on consecutive workdays, the employee's preferential rights shall only apply on one period in that calendar year prior to all other employees being given consideration in the selection of their first choice vacation period. The City will notify employees of vacation approvals or denials within a timely manner after employees submit their vacation selections.

18.4 The City shall not require an employee to take the employee's vacation in lieu of sick leave or leave of absence on account of illness.

18.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.

18.6 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive any unused vacation period previously earned.

18.7 The City will, at the employee's option, compensate employees for accumulated vacation during any fiscal year as follows:

For employees working other than 24 hour shift:	
MINIMUM ACCRUAL	MAXIMUM HOURS PAYABLE
120	40
240	80
360	120

18.8 Whenever any employee has exhausted all paid time off benefits, including advanced sick leave benefits, as a result of a non-work related injury or disability, and is not eligible for long-term disability insurance benefits as set forth in Article 21, other employees may contribute their vacation credits to the disabled employee with vacation credits being donated and granted on the basis of the dollar value of the vacation credits.

#### ARTICLE 19: INCLEMENT WEATHER PRACTICE

19.1 Regular or probationary employees who are unable to work in the field because of inclement weather or other similar causes will receive pay for the full day, provided they have reported for duty. During such day they may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.

19.2 Full-time temporary personnel who have reported for work but are unable to work in the field because of inclement weather or other similar causes will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.

19.3 City supervisors will be responsible for determining whether weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the Supervisor shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to operating headquarters.

#### ARTICLE 20: MISCELLANEOUS

20.1 The City shall not, by reason of the execution of this Memorandum of Understanding, abrogate or reduce the scope of any present plan or rule beneficial to employees, unless such plan or benefit is amended, altered or modified by one of the understandings contained within this Memorandum of Understanding.

20.2 A Regular or full-time temporary employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay. The employee must be in a paid status on both workdays immediately adjacent to jury duty in order to receive pay for jury duty.

20.3 Any employee, at the employee's request shall be permitted to review the employee's own personnel file. The file may not, however, be removed from the Personnel Department.

20.4 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the City's Personnel Director and, upon request, shall have the right to have a Union representative present.

20.5 Whenever Regular employees complete authorized courses taken for credit with a passing grade, after advance approval by the Department Head, the City shall reimburse the employee for the actual expenses of tuition and the cost of required textbooks up to ~~one~~ two hundred dollars (~~\$100~~ \$200), even though the employee retains the books and related material.

20.6 Whenever any Regular employee in the equipment shop who is required to furnish the employee's own tools suffers a major loss of personal tools, such as by fire, flood or theft, the City will replace those tools providing the employee pays the first one hundred dollars (\$100) of the cost of replacement. For purposes of this provision, each covered employee must have on file with the City Personnel Department a complete itemized list of all the employee's personal tools with the original price of each tool, or if unavailable, an estimate of its replacement cost.

20.7 The City will provide and replace as necessary when worn out or broken all of the following tools or clothing for those employees as specified below. Whenever any of the following tools or clothing ~~are~~ is lost, replacement shall be at the employee's expense.

- (a) Gloves of a type as required by the nature of the work for all employees.
- (b) Rain pants and rain coats for all employees.
- (c) Ten (10) shirts with City emblem for all employees except those employees who don't have other clothing provided. Five (5) shirts shall be lightweight for summer-time use and five (5) shall be heavy long-sleeved shirts for winter use. Laundering will be provided by the employee. Employees for whom the City supplies shirts shall be required to wear them while on duty.
- (d) Coveralls, pants or shorts (Meter Readers only) and shirt uniforms for all Meter Readers, Shop and Solid Waste employees.
- (e) Coveralls or special protective clothing for those employees whose work is such that severe damage to clothing is expected.

20.8 The City will provide at its expense physical examinations required by the State of California for certain classes of drivers licenses for those employees required to have said licenses. Effective September 15, 2002, the City shall commence reimbursing employees for said license renewal fees.

20.9 An annual tool allowance of four hundred ~~forty~~ fifty dollars (~~\$400~~ \$450) shall be paid to all Regular employees classified as ~~Equipment-Mechanic II~~, Welder, or Working Supervisor-Shop effective January 5, 2011. The annual tool allowance will increase to five hundred dollars (\$500) effective December 25, 2011 (26 pay periods after City Council approval of the contract). An annual tool allowance of two hundred ~~forty~~ fifty ~~seventy five~~ dollars (~~\$250~~ \$275) shall be paid to all employees classified as ~~Garage Maintenance Worker~~ Mechanic I effective January 5, 2011. The annual tool allowance will increase to three hundred dollars (\$300) effective December 25, 2011 (26 pay periods after City Council approval of the contract). The tool allowance shall normally be paid in July of each year and it is for the purpose of repair and replacement of tools for the ensuing fiscal year. The first tool allowance shall be a prorated amount for that period of time from the employee's date of employment in a covered classification to the following July 1. If an employee's service is terminated, the final tool allowance shall be a prorated amount and any overpayment shall be withheld from any funds due the employee.

20.10 Whenever any employee is subpoenaed to testify in court as a result of the employee's employment, the employee shall be paid for all regular time required in such activity.

20.11 The Union's Business Representative and the City's Labor Relations Representative may agree to limit the useful lifetime of employee disciplinary documents.

20.12 The City's Personnel Alcohol and Substance Abuse Policy and Procedure dated January 1, 1995, is hereby incorporated into the Memorandum of Understanding by reference. The parties will continue to meet and confer to modify the Personnel Alcohol and Substance Abuse Policy and Procedure in order to establish a "fitness for duty" policy that will apply to all employees.

20.13 The City will provide training and/or reimburse Regular employees who are regularly assigned to tree trimming or gardening duties for the costs, including time off to attend such training, necessary to maintain a certificate issued by the International Society of Arboriculture, as a "Certified Arborist" or a certificate issued by the International Society of Arboriculture/Western Chapter as a "Certified Tree Worker."

20.14 The City shall pay the reasonable cost of repair or replacement of uniforms, glasses, watches, or other personal property up to two hundred dollars (\$200.00) per incident, damaged in the course of employment. This provision does not apply to items lost or damaged as a result of negligence of the employee.

20.15 Full-Time Temporary employees will be entitled to paid time off (accrued at the rate of .033 of an hour for each hour worked or on paid leave). If a Full-Time Temporary employee is reclassified to Regular status, accrued or used paid time off benefits will be deducted from any vacation accrual the employee may be entitled to in the employee's new status.

~~20.15 The City and the Union agree to form a labor/management ad hoc committee to review the job duties being performed by classifications within the Storm Drain Division. Both parties agree to bargain over any changes to classification specifications or salary ranges. Any changes will go into effect via side letter upon agreement by the Union and the City Council.~~

~~20.16 The City and the Union agree to form a labor/management ad hoc committee to review the job duties being performed by classifications held by Mike Gilbert, Dan Lamb, and Mike Hartman assigned to the Water Distribution Division. Both~~

~~parties agree to bargain over any changes to the classification specification and salary range. Any changes will go into effect via side letter upon agreement by the Union and the City Council.~~

~~20.17 The City and the Union agree to form a labor/management ad hoc committee to determine whether the proper placement of the Electrical Technician classification should be in the Electric Bargaining Unit or whether it should remain in the Maintenance Bargaining Unit.~~

20.16 The City and the Union agree to form a labor management ad hoc committee during the term of this contract to discuss adding a three hundred dollar (\$300) boot allowance for those classifications determined to have the requirement of wearing work boots.

20.17 The City and the Union agree to form a labor management ad hoc committee during the term of this contract to discuss the creation of the classification specification and the training/educational and testing requirements to be used in the recruitment process for Customer Service Worker.

20.18 The City and the Union agree to form a labor management ad hoc committee during the term of this contract to discuss the creation of the classification specification and the training/educational and testing requirements to be used in the recruitment process for Working Supervisor – Utility Field Services.

#### ARTICLE 21: EMPLOYEE BENEFIT PROGRAMS

21.1 Retirement Plan: All Regular employees are covered by the California Public Employees' Retirement System (CalPERS) program pursuant to an existing contract with the California Public Employees' Retirement System. The City pays the employees' full cost of participation in the California Public Employees' Retirement System under the 2.0% at age 55 retirement benefit formula. For employees hired after the date that agreement has been reached by all non-safety "Miscellaneous" bargaining units and the appropriate CalPERS amendment has been executed, the City will provide coverage in CalPERS for all regular employees based on the 2% at age 60 retirement benefit formula using an average of the highest paid consecutive 36 months of employment when determining final compensation. Following City Council approval of this MOU on January 4, 2011, the employee contribution will be paid by employees through a bi-weekly payroll deduction on a pre-tax basis outlined as follows:

<u>Effective Date</u>	<u>City Payment of Employee Contribution</u>	<u>Employee Contribution</u>
<u>March 2011*</u>	<u>3.50%</u>	<u>3.50%</u>
<u>March 2012*</u>	<u>0%</u>	<u>7%</u>

\* Effective the beginning of the first pay period of each effective date listed above.

~~Employees will be covered by the Indexed level of 1959 Survivors' Benefit (Government Code Section 21382.4). Effective September 26, 2004, the City commenced reporting to CalPERS, as compensation, the amount the City pays on behalf of the employee (7%) as Employer Paid Member Contribution for retirement calculation purposes. The City will report to CalPERS, as compensation, the amount the City pays on behalf of the employee as Employer Paid Member Contribution for retirement calculation purposes. Effective January 1, 2005 †The City will provide employees hired prior to January 5, 2011, with the Public Agency Retirement System~~

(PARS) 20.7% at age 55 retirement benefit formula, with no prior CalPERS service unless credited to the employee's account while an employee of the City of Redding; and vested with five (5) years of City service. Employees hired on or after January 5, 2011, will not be eligible for the Public Agency Retirement System (PARS) 0.7% at age 55 supplemental retirement benefit formula.

21.2(a) Group Health and Welfare Insurance Coverage: All Regular employees are eligible to participate in a group health and welfare insurance benefit program which includes the medical, prescription, dental, vision, life and long term disability insurance plans effective the first day of employment. The City shall pay the full cost of the program for both employees and dependents as indicated below. The highlights of the benefits are:

- (1) Life Insurance: Twice annual salary for employee, \$3,000 for employee's dependents. The City will pay the full cost of the premiums. More specific benefit information is provided in the carrier booklet.

Health Benefits: \$100 deductible per person per year; 80% payable for the first \$5000 of eligible charges, except for hospital charges which are 100% payable; 100% thereafter up to two million dollars lifetime limit effective July 1, 1991; professional fees based upon U.C.R.; normal typical exclusions and limitations. Effective December 26, 2010, all eligible employees will receive a ten percent (10%) co-share of the premium offset in their pay. The City's contribution toward the monthly group health and welfare insurance composite premium rate shall be ninety percent (90%) and the employee will begin paying ten percent (10%) of the rate through a bi-weekly payroll deduction. The ten percent (10%) co-share of premium will be recalculated every January 1<sup>st</sup> to coincide with the renewal of the City's Group Health Insurance Plan. The City shall establish a Section 125 Plan effective with the first pay period the ten percent (10%) co-share is taken from their pay. This will redirect the portion of the employee's salary to pay, on a pre-tax basis, the employee's contribution toward the medical, prescription, dental and vision insurance composite premium rate.

In an effort to minimize the impact of annual composite premium increases/decreases for the employee, the rate change will be limited to a maximum of twelve and one-half percent (12 1/2%) per year (or the actual percent increase in actual costs from the previous calendar year, whichever is lower). To ensure that the ninety percent/ten percent (90%/10%) ratio is maintained over time, the following leveling mechanism shall be used:

**The Following Rates Are Used For Illustration Purposes Only:**

<u>2 0 1 0</u> <u>COMPOSITE</u> <u>RATE = \$1,356</u>	<u>2011</u> <u>\$1,526</u>	<u>2012</u> <u>\$1,755</u>	<u>2013</u> <u>\$1,931</u>	<u>2014</u> <u>\$2,192</u>	<u>2015</u> <u>\$2,444</u>
<u>If the composite premium rate change is:</u>	<u>12 1/2%</u>	<u>15%</u>	<u>10%</u>	<u>13 1/2%</u>	<u>11 1/2%</u>
<u>10% = \$136</u> <u>The change to the employee's 10% will be:</u>	<u>12 1/2%</u> <u>\$153</u>	<u>12 1/2%</u> <u>\$172</u>	<u>12 1/2%</u> <u>\$194</u>	<u>12 1/2%</u> <u>\$218</u>	<u>12 1/2%</u> <u>\$245</u>

The impact is:	No Impact	+2 ½% The City pays the additional 2½% cost until made up.	-2 ½% The employee begins paying the 2½% to make up from the year before.	+1% The City pays the additional 1% cost until made up by the employee the following year.	Zero Nothing would be due to the City.
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In the event the composite premium rate is less than 12 ½%, the employee’s percent of the rate shall be the actual percent change unless costs from the year before need to be made up. The Union and the City agree that costs not made up prior to the end of this Agreement shall be made up in the successive Agreement.

The City reserves the right to modify the group insurance composite rate structure to establish classes of coverage and rates in an effort to create a rate structure more compatible to employee claims experience. For specifics regarding the City’s Group Health and Welfare Benefit Plan, refer to the Benefit Summary Plan Document.

Effective January 1, 2004, \$200 deductible per person; \$600 deductible per family per year; 80% payable for services performed by a Preferred Provider or when no Preferred Provider is available and 70% for services performed by a non-Preferred Provider for the first \$5,000 of eligible charges; the out-of-pocket waiver on the next following calendar year shall be eliminated; hospital charges 100% payable; ~~two million dollars lifetime limit~~; professional fees based upon U.C.R.; normal typical exclusions and limitations. Coverage includes cancer screening with no separate dollar limit, annual physical examinations, “well-baby” care, a 30-visit annual limit on chiropractic, accidents paid at normal co-payment rate, tobacco use cessation when enrolled in a tobacco use cessation program or behavior modification program once per life-time limit, and birth control.

Prescription Benefit: Employee co-payments as showing in the following table:

	<b>Current Co-Payment</b>	<b>Effective 7/1/2006 Co-Payment</b>	<b>Effective 7/1/2007 Co-Payment</b>	<b>Effective 3/1/2011 Co-Payment</b>
<b>Retail (34 days’ supply)</b>				
Generic	-\$5.00	-\$7.50	\$7.50	\$10.00
Brand	\$15.00	\$20.00	\$30.00	\$40.00
No Generic Available	-\$8.50	\$10.00	\$15.00	\$20.00
<b>Mail (90 days’ supply)</b>				
Generic	-\$7.50	\$10.00	\$11.25	\$20.00
Brand	\$22.50	\$35.00	\$45.00	\$70.00
No Generic Available	\$12.75	\$15.00	\$22.50	\$40.00

~~If at the conclusion of bargaining with any non IBEW bargaining unit or employee group during the term of this agreement, the prescription drug co payment is more advantageous than that outlined above, the City will grant the employees represented by this Union the more advantageous benefit at that time. The City and the Union agree that no retroactive reimbursement or benefit will be made if such co-payment reduction is effected. The City and the Union recognize it is the on-going plan of the City that all bargaining units will have the same group insurance benefits.~~

For problems related to alcohol or substance abuse, and mental or nervous disorders: Twelve (12) outpatient visits per calendar year paid at 100% with no deductible and an additional twenty-four (24) visits per calendar year payable at 80% subject to the annual deductible.

- (3) Dental Benefits: No deductible and 100% of U.C.R. (90<sup>th</sup> percentile) for prevention; no deductible and 50% up to \$2,000 per lifetime per person for orthodontia; \$25 deductible and 80% of U.C.R. up to \$2,000 per person per year for all other eligible charges. For specifics regarding the City's Dental Plan, refer to the Benefit Summary Plan Document.
- (4) Long Term Disability: After three (3) months sixty percent (60%) of employee's salary integrated with all other income benefits payable to age 65.
- (5) Vision Benefits: California Vision Service Plan A (or its equivalent), which provides for \$25 deductible; an eye examination no more often than every twelve (12) months, and lenses and frames no more often than each twenty-four (24) months. For specifics regarding the City's Vision Plan, refer to the Benefit Summary Plan Document.

The City may, if practicable, modify the group insurance program set forth above by adding utilization review and by creating preferred provider organization programs which create financial incentives for the employee to use such preferred provider services, but do not reduce any current benefit level nor impose any penalty for the employee who chooses not to use a preferred provider's services. Effective January 1, 2011, medical benefits not provided by Blue Shield will no longer be offered.

~~21.2(b) The City will pay fifty percent (50%) of the group health benefits program premium for each retiree and dependents, if any, presently enrolled and for each retiree in the future who goes directly from active status to retirement and continues the group medical insurance without a break in coverage. For those employees who retire on or after January 1, 2000, dental and vision insurance coverage may be continued as a package under the fifty percent (50%) cost sharing basis provided the retiree also maintains the medical insurance. Payments by the City will be discontinued upon the death of the retiree or upon termination of group health benefits coverage. The City will not contribute payments on behalf of any retiree except as set forth above. Following the death of a retiree the surviving spouse, if any, may continue the insurance. Notwithstanding the foregoing, the City may increase its contribution to the retirees' group insurance premium or improve California Public Employees' Retirement System (CalPERS) benefits during the term of this Memorandum of Understanding. The City and the Union agree to work on putting a VantageCare Program together through implementation of an Ad Hoc Committee during the term of the contract.~~

21.2 (b) All active employees whether hired prior to or after January 5, 2011, who retire from the City with five (5) or more years of City service (and are eligible for CalPERS benefits upon separation of service) shall be eligible for the City to pay a proportionate share of costs of the insurance premium should the retiring employee elect to participate in any group health, dental and vision plan also made available to active employees. To initially qualify for the benefit, the employee must go directly from active status to retiree status with CalPERS. To maintain a qualified status, and to continue to receive the benefit, the retired employee must continue the group medical insurance during retirement without a break in coverage and the retired employee and their covered spouses who reach Medicare A/B eligibility age must enroll in Medicare. For those retirees who qualify, the City shall pay a proportionate share of the cost

of the insurance premiums in accordance with the following formula: two percent (2%) for every year of active service with the City of Redding up to a maximum of fifty percent (50%). Payments by the City will be discontinued upon termination of group medical insurance coverage by the City retiree or loss of qualified status by the retiree. Following the death a retiree, the surviving spouse, if any, may continue the insurance and the City will continue the benefit on the same terms and conditions for the life of the surviving spouse. The City will not contribute payments on behalf of any retiree except as set forth above.

21.3 The parties agree that the foregoing benefits will remain in full force and effect, unless modified by mutual agreement.

## ARTICLE 22: ENTIRE AGREEMENT

22.1 Except as specifically provided in Article 23 (Term), during the term of this Memorandum of Understanding the parties expressly waive and relinquish the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the City or the Union at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn.

## ARTICLE 23: TERM

23.1 This Memorandum of Understanding, having taken effect as of July 1, 1970, and having thereafter been amended from time to time shall continue in full force and effect until the ~~first day of May, 2010~~ 26<sup>th</sup> day of December 2012; and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter.

23.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

23.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

23.4 Any provision of this Memorandum of Understanding which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this Memorandum of Understanding, however, shall remain in full force and effect. Whenever any provision of this Memorandum of Understanding is affected as set forth above, either party may, by giving thirty (30) day's written notice to the other, open negotiations on the subject of the affected provisions.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

s/ William Brickwood  
William Brickwood  
Municipal Employee Relations Officer  
City of Redding

s/ Charles R. Reynolds  
Charles R. Reynolds  
Business Representative Local  
Union 1245 of International  
Brotherhood of Electrical  
Workers AFL-CIO

s/ Robert E. Courtney  
Robert E. Courtney  
Personnel Director

s/ Thomas D. Brogard  
Thomas D. Brogard  
Shop Steward

Approved as to form:

s/ Montie O. Huff  
Montie O. Huff  
Shop Steward

s/ Earl D. Murphy  
Earl D. Murphy  
City Attorney

s/ George E. Moore  
George E. Moore  
Shop Steward

IN WITNESS WHEREOF, the parties have executed these Amendments to this Memorandum of Understanding on the 5<sup>th</sup> day of January, 2011, to be effective December 26, 2010.

CITY OF REDDING

s/ Kurt Starman

Kurt Starman  
City Manager

s/ Barry Tippin

Barry Tippin  
Assistant City Manager/Personnel Director

s/ Sheri DeMaagd

Sheri DeMaagd  
Senior Personnel Analyst

s/Bill Avery

Bill Avery  
Negotiator

LOCAL UNION 1245, IBEW

s/ Ray Thomas

Ray Thomas  
Senior Business Representative

s/ Randy Amaral

Randy Amaral  
Shop Steward

s/ Michael Carnahan

Michael Carnahan  
Shop Steward

s/ Mathew Cervenka

Mathew Cervenka  
Shop Steward

s/ Chris Fleming

Chris Fleming  
Shop Steward

s/ Dave Guadagni

Dave Guadagni  
Shop Steward

s/ Darryl Hughart

Darryl Hughart  
Shop Steward

s/ Gary Moeckli

Gary Moeckli  
Shop Steward

s/Tom Dalzell

Tom Dalzell  
Business Manager

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – MAINTENANCE EMPLOYEES**

**EXHIBIT A-1: SCHEDULE OF WAGE RATES**

Effective: December 26, 2010

		Hourly Pay Rate - Salary Step					Step 5
		1	2	3	4	5	Monthly
590	Solid Waste Worker			\$11.47	\$12.05	\$12.65	\$2,192
588	Custodian			\$14.53	\$15.25	\$16.01	\$2,776
587	Utility Field Worker	\$13.38	\$14.05	\$14.75	\$15.49	\$16.27	\$2,819
586	Custodial Lead Worker				\$16.70	\$17.53	\$3,039
585	Resource Recovery Worker				\$17.83	\$18.73	\$3,246
584	Solid Waste Truck Driver I	\$11.29 *	\$12.80 *	\$14.51 *	\$19.71	\$20.70	\$3,588
581	Airport Maintenance Worker	\$11.29 *	\$12.80 *	\$14.51 *	\$20.09	\$21.09	\$3,655
591	Convention Center Maintenance Worker	\$11.29 *	\$12.80 *	\$14.51 *	\$20.09	\$21.09	\$3,655
582	Public Works Maintenance Worker	\$11.29 *	\$12.80 *	\$14.51 *	\$20.12	\$21.13	\$3,662
560	P/W Maintenance Worker - Water -Grade I	<del>\$11.24</del>	<del>\$12.74</del>	<del>\$14.44</del>	\$20.57	\$21.60	\$3,743
561	P/W Maintenance Worker - WasteWater -Grade II	<del>\$11.58</del>	<del>\$13.12</del>	<del>\$14.87</del>	\$20.61	\$21.65	\$3,752
580	Meter Reader	\$11.29 *	\$12.80 *	\$14.51 *	\$21.04	\$22.09	\$3,829
583	<del>Garage Maintenance Worker</del> <u>Mechanic I</u>	\$11.86 *	\$13.45 *	\$15.24 *	\$21.06	\$22.11	\$3,833
562	Equipment Operator				\$21.48	\$22.56	\$3,910
564	Gardener					\$22.56	\$3,910
563	Solid Waste Truck Driver II					\$22.56	\$3,910
568	Street Sweeper Operator				\$21.48	\$22.56	\$3,910
570	Tree Trimmer					\$22.56	\$3,910
574	Wastewater Collection Maintenance Worker - Grade II				\$22.04	\$23.14	\$4,011
546	Water Maintenance Worker - D1				\$22.04	\$23.14	\$4,011
558	Wastewater Collection Maintenance Worker - Grade III				\$22.53	\$23.66	\$4,101
559	Water Maintenance Worker - D2				\$22.53	\$23.66	\$4,101
541	Airport Maintenance Lead Worker				\$23.11	\$24.27	\$4,206
540	Building & Facilities Mechanic I				\$23.11	\$24.27	\$4,206
544	Heavy Equipment Operator					\$24.27	\$4,206
557	Lead Meter Reader					\$24.27	\$4,206
548	Parking Meter Service Worker					\$24.27	\$4,206
549	Parks Lead Worker					\$24.27	\$4,206
550	Public Works Lead Worker					\$24.27	\$4,206
542	Solid Waste Maintenance Worker					\$24.27	\$4,206
578	Transfer Station Operator					\$24.27	\$4,206
554	<del>Tree Trimmer</del> <u>Arborist Lead Worker</u>					\$24.27	\$4,206
537	Welder					\$24.84	\$4,305
545	Wastewater Collection Lead Worker - Grade III					\$25.44	\$4,409
547	Water Lead Worker - D2					\$25.44	\$4,409

	Hourly Pay Rate - Salary Step					Step 5 Monthly
	1	2	3	4	5	
535 Equipment Mechanic II				\$25.50		\$4,419
536 Building & Facilities Mechanic II			<del>\$24.28</del>	\$25.50		\$4,419
555 Wastewater Collection Lead Worker - Grade IV				\$26.05		\$4,515
556 Water Lead Worker - D3				\$26.05		\$4,515
530 Customer Service Worker				\$26.68		\$4,624
539 HVAC Technician				\$26.68		\$4,624
521 Working Supervisor-Airports				\$27.29		\$4,730
522 Working Supervisor-Buildings				\$27.29		\$4,730
523 Working Supervisor-Landfill				\$27.29		\$4,730
524 Working Supervisor-Parks				\$27.29		\$4,730
526 Working Supervisor-Public Works				\$27.29		\$4,730
528 Working Supervisor-Shop				\$27.29		\$4,730
519 Working Supervisor-Utility Field Services				\$27.29		\$4,730
527 Working Supervisor-Wastewater Collection - Grade III				\$28.61		\$4,959
529 Working Supervisor-Water Distribution - D3				\$28.61		\$4,959
531 Working Supervisor-Wastewater Collection - Grade IV				\$29.30		\$5,079
532 Working Supervisor-Water Distribution - D4				\$29.30		\$5,079
533 Working Supervisor-Water Distribution - D5				\$30.01		\$5,202
515 Electrical Technician			\$37.49	\$39.37	\$41.33	\$7,164

\* Full-time Temporary employees only

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

Note: Distribution certification stipends per contract language dated 9/15/02 have been rolled into wage rates.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – MAINTENANCE EMPLOYEES  
EXHIBIT A-2 SCHEDULE OF WAGE RATES**

Effective: December 25, 2011

		Hourly Pay Rate - Salary Step					Step 5
		1	2	3	4	5	Monthly
590	Solid Waste Worker			\$11.82	\$12.41	\$13.03	\$2,258
588	Custodian			\$14.96	\$15.71	\$16.49	\$2,859
587	Utility Field Worker	\$13.78	\$14.47	\$15.20	\$15.96	\$16.75	\$2,904
586	Custodial Lead Worker				\$17.20	\$18.06	\$3,130
585	Resource Recovery Worker				\$18.37	\$19.29	\$3,343
584	Solid Waste Truck Driver I	\$12.42 *	\$14.08 *	\$15.96 *	\$20.30	\$21.32	\$3,695
581	Airport Maintenance Worker	\$12.42 *	\$14.08 *	\$15.96 *	\$20.69	\$21.72	\$3,765
591	Convention Center Maintenance Worker	\$12.42 *	\$14.08 *	\$15.96 *	\$20.69	\$21.72	\$3,765
582	Public Works Maintenance Worker	\$12.42 *	\$14.08 *	\$15.96 *	\$20.73	\$21.76	\$3,772
560	P/W Maintenance Worker - Water -Grade I				\$21.18	\$22.24	\$3,855
561	P/W Maintenance Worker - WasteWater -Grade II				\$21.23	\$22.29	\$3,864
580	Meter Reader	\$12.42 *	\$14.08 *	\$15.96 *	\$21.67	\$22.76	\$3,944
583	Mechanic I	\$12.22 *	\$13.85 *	\$15.70 *	\$21.69	\$22.77	\$3,948
562	Equipment Operator				\$22.13	\$23.23	\$4,027
564	Gardener					\$23.23	\$4,027
563	Solid Waste Truck Driver II					\$23.23	\$4,027
568	Street Sweeper Operator				\$22.13	\$23.23	\$4,027
570	Tree Trimmer					\$23.23	\$4,027
574	Wastewater Collection Maintenance Worker - Grade II				\$22.70	\$23.83	\$4,131
546	Water Maintenance Worker - D1				\$22.70	\$23.83	\$4,131
558	Wastewater Collection Maintenance Worker - Grade III				\$23.21	\$24.37	\$4,224
559	Water Maintenance Worker - D2				\$23.21	\$24.37	\$4,224
541	Airport Maintenance Lead Worker				\$23.80	\$24.99	\$4,332
540	Building & Facilities Mechanic I				\$23.80	\$24.99	\$4,332
544	Heavy Equipment Operator					\$24.99	\$4,332
557	Lead Meter Reader					\$24.99	\$4,332
548	Parking Meter Service Worker					\$24.99	\$4,332
549	Parks Lead Worker					\$24.99	\$4,332
550	Public Works Lead Worker					\$24.99	\$4,332
542	Solid Waste Maintenance Worker					\$24.99	\$4,332
578	Transfer Station Operator					\$24.99	\$4,332
554	Arborist Lead Worker					\$24.99	\$4,332
537	Welder					\$25.58	\$4,435
545	Wastewater Collection Lead Worker - Grade III					\$26.20	\$4,541
547	Water Lead Worker - D2					\$26.20	\$4,541

	Hourly Pay Rate - Salary Step					Step 5
	1	2	3	4	5	Monthly
535 Mechanic II				\$26.26		\$4,552
536 Building & Facilities Mechanic II				\$26.26		\$4,552
555 Wastewater Collection Lead Worker - Grade IV				\$26.83		\$4,651
556 Water Lead Worker - D3				\$26.83		\$4,651
530 Customer Service Worker				\$27.48		\$4,763
539 HVAC Technician				\$27.48		\$4,763
521 Working Supervisor-Airports				\$28.11		\$4,872
522 Working Supervisor-Buildings				\$28.11		\$4,872
523 Working Supervisor-Landfill				\$28.11		\$4,872
524 Working Supervisor-Parks				\$28.11		\$4,872
526 Working Supervisor-Public Works				\$28.11		\$4,872
528 Working Supervisor-Shop				\$28.11		\$4,872
519 Working Supervisor-Utility Field Services				\$28.11		\$4,872
527 Working Supervisor-Wastewater Collection - Grade III				\$29.47		\$5,108
529 Working Supervisor-Water Distribution - D3				\$29.47		\$5,108
531 Working Supervisor-Wastewater Collection - Grade IV				\$30.18		\$5,231
532 Working Supervisor-Water Distribution - D4				\$30.18		\$5,231
533 Working Supervisor-Water Distribution - D5				\$30.91		\$5,358
515 Electrical Technician			\$38.62	\$40.55	\$42.57	\$7,379

\* Full-time Temporary employees only

Note: Pay rates are calculated utilizing a standardized formula and small differences may occur due to rounding.

Note: Distribution certification stipends per contract language dated 9/15/02 have been rolled into wage rates.

## **EXHIBIT “B”: JOB DEFINITIONS**

The Job Definitions included herein are intended to be general guidelines regarding the duties to be performed by a particular classification, and are not to be construed as restrictions on the duties an employee may perform. Any employee may be assigned to perform the duties of a classification which has an equal or lower wage rate.

A crew as used herein is defined as three or more employees working together on the same job.

For vehicle/equipment operation, see Exhibit “F” - “VEHICLE/EQUIPMENT OPERATION DIRECTORY.”

### **Solid Waste Worker**

An employee who is engaged in performing a variety of unskilled work. The employee’s duties include the collection of litter along roadways and at disposal sites, directing traffic at disposal sites, collection of fees and issuing of receipts and cleaning and washing of solid waste equipment and vehicles. The employee shall be capable of performing the duties efficiently and safely.

### **Custodian**

An employee who is engaged in performing all types of custodial work. The employee shall be capable of performing the duties efficiently and safely.

### **Utility Field Worker**

An employee who is engaged in a variety of customer service utility duties, such as the delivery to customers of delinquency notices, service contracts, and other notifications to utility customers. The employee’s duties include the performance of various meter route maintenance duties, such as correction of meter access problems, trimming of shrubs to provide meter access, the removing of water and other debris from water meter boxes. The employee will be required to read both water and electric meters for purposes of providing closing statements to customers, and will be required to perform related clerical work in keeping and reviewing records, comparing names and numbers accurately, and performing simple mathematical calculations. The employee will also be required to deliver City mail.. The employee will be required to interact with the public. The employee’s background and experience must be such as to qualify the employee to perform the duties safely with skill, tact, diplomacy, and efficiency.

### **Custodial Lead Worker**

An employee who is a lead worker in charge of lower paid employees engaged in all types of custodial work. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City’s safety standards and other applicable rules and regulations. The employee shall be capable of performing the duties efficiently and safely.

### **Resource Recovery Worker**

An employee who is engaged in performing a wide variety of duties in the operation of a transfer station recycling center. The employee’s duties include directing traffic at transfer or recycling areas, collecting fees and issuing receipts, quality control and sorting recyclables at a voluntary drop-off center, providing training, supervision, assistance to alternative workers and volunteers and general site cleanup. The employee shall be capable of performing the duties efficiently and safely.

### **Solid Waste Truck Driver I**

An Employee who is engaged in the collection and disposal of solid wastes and the operation and routine maintenance of equipment associated with collection and processing of solid waste, recyclables and household reusables. The employee will be required to clean and wash vehicles and

waste collection equipment. The employee may also be required to perform other unrelated work in order to utilize the employee's full working time. The employee may be required to direct the work of one (1) lower paid employee. The employee's background of training and experience shall be such as to qualify the employee to perform the duties safely with skill and efficiency.

### **Airport Maintenance Worker**

An employee who is engaged in performing a wide variety of unskilled and semi-skilled work on airport facilities. The employee's duties include installation, construction, maintenance, and repair of buildings, grounds, landscaped areas, and other airport property. The employee will be required to operate portable power tools. The employee will be familiar, and comply, with FAA safety, security, and ground movement regulations. The employee may be required to direct the work of another lower paid employee engaged in unskilled work. The employee shall be capable of performing the duties safely, with skill, tact, diplomacy, and efficiency.

### **~~Garage Maintenance Worker~~ Mechanic I**

An employee who is engaged in a variety of ~~routine~~, semi-skilled preventive maintenance and repairs of tools service, troubleshooting, mechanical repair, and tire work on a variety of light and heavy-duty diesel and gasoline powered automotive, construction, fire apparatus, and towed equipment, and vehicles emergency standby generators. The employee may also be required to perform related clerical work. The employee's background of training and experience shall be such as to qualify the employee to perform the duties with skill, efficiency, and safety.

### **Public Works Maintenance Worker**

An employee who is engaged in performing a wide variety of unskilled and semi-skilled work. The employee's duties include installation, construction, maintenance and repair of streets, curbs, gutters, sidewalks, storm drains, water and sewer lines, parks, buildings, facilities and other City property. The employee will be required to operate portable power tools. The employee may be required to direct the work of another lower-paid employee engaged in unskilled work, and shall be capable of performing the duties efficiently and safely.

### **Meter Reader**

An employee who is engaged in reading meters, calculating consumptions and reporting irregularities of either the customer's or the City's facilities. The employee may be required to check for stopped water meters, collect bills, sequence routes, and perform clerical work. The employee will be required to meet the public. The employee's background and experience must be such as to qualify the employee to perform these duties safely with skill, tact, diplomacy and efficiency.

### **Equipment Operator**

An employee who is engaged in the operation and routine maintenance of equipment, particularly mobile power equipment associated with the construction, maintenance and repair of streets, parks, pipelines, and other facilities. The employee may be required to direct the work of up to two (2) other lower paid employees. The employee's background of training and experience shall be such as to qualify the employee to perform the duties safely with skill and efficiency.

### **Gardener**

An employee who is engaged in performing all types of semi-skilled and skilled lawn, garden, sports playing area, and parks grounds installation and maintenance work. The employee will be required to direct the work of up to two (2) other lower paid employees engaged in unskilled work. Must possess an appropriate State of California Department of Food and Agriculture Commercial Applicator Certificate for use of restrictive materials in those categories that are job related. The employee's background of training and experience shall include at least sixteen (16) units of college

level horticultural academic work or the equivalent and shall be such as to qualify the employee to perform the duties safely with skill and efficiency.

### **Solid Waste Truck Driver II**

An employee who is engaged in the operation and routine maintenance of all sanitation collection and disposal trucks and vehicles. The employee may be required to perform routine vehicle maintenance and job related clerical work. The employee may be required to perform other unrelated duties in order to utilize the full working time. The employee's background of training and experience shall qualify the employee to perform the duties with skill, efficiency, and safety.

### **Street Sweeper Operator**

An employee who is engaged in the operation and routine maintenance of a self-propelled street sweeper. The employee's background of training and experience shall be such as to qualify the employee to perform the employee's duties safely with skill and efficiency.

### **Tree Trimmer**

An employee who is engaged in performing all types of pruning and tree trimming, including tree trimming in close proximity to high voltage power lines, utilizing tree climbers, rope rigging, mechanical lift equipment, and all types of mechanical and power pruning and cutting tools. The employee will be required to direct the work of another lower paid employee engaged in unskilled work. The employee must possess or acquire within two (2) years of appointment and maintain a certificate issued by the International Society of Arboriculture as a "Certified Arborist." The employee's background of training and experience shall be such as to qualify the employee to perform the employee duties with skill, efficiency and safety. The employee must possess the appropriate State of California driver's license.

### **Water Maintenance Worker**

An employee who is engaged in performing all types of installation, construction, repair, operation, and maintenance work on water supply, distribution, transmission and treatment facilities. The employee may be required to meet the public, and if the employee is, the employee shall be capable of performing assignments with tact and diplomacy. The employee may be required to direct the work of up to two (2) other lower paid employees. The employee's background of training and experience shall be such as to qualify the employee to perform these duties with skill, safety, and efficiency. Must possess a State of California Department of Health Services Water Distribution Operator certificate.

### **Wastewater Collection Maintenance Worker**

An employee who is engaged in performing all types of installation, construction, operation, maintenance and repair work on wastewater collection and treatment facilities. The employee may be required to direct the work of up to two (2) other lower-paid employees. The employee's background of training and experience shall be such as to qualify the employee to perform these duties with skill, safety, and efficiency. Must possess a California Water Environment Association Collection System Maintenance Certificate Grade II.

### **Transfer Station Operator**

An employee who is engaged in the operation and maintenance of all types of solid waste transfer station equipment. The employee may be required to direct the work of up to two (2) other lower paid employees. The employee's background shall be such as to qualify the employee to perform these duties with skill, efficiency, tact, diplomacy and safety.

### **Airport Maintenance Lead Worker**

An employee who is a lead worker in charge of not more than three other employees engaged in performing a wide variety of skilled and semi-skilled duties relating to the installation, construction, maintenance and repair of buildings, grounds, landscaped areas and other Airport facilities. The employee must be familiar with, and comply with FAA Safety, Security, and Ground Movement Regulations. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's construction and safety standards, accounting procedures, and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **Building and Facilities Mechanic I**

An employee who is a journeyman and is engaged in performing a wide variety of duties relating to the installation, construction, operation, maintenance and repair of buildings, facilities, mechanical equipment, street signs and sprinkler systems and other property of a similar nature. May be required to perform carpentry, plumbing, electrical work, painting, cement work, masonry, and gas and electric welding. The employee should be a journeyman in one of the foregoing crafts and should be reasonably competent and proficient in performing routine tasks of some of the other crafts. The employee may be required to direct the work of other lower-paid employees. The employee may be required to meet the public and, if the employee is, the employee shall be capable of performing such assignment with tact and diplomacy. The employee's background of apprenticeship and experience must be such as to qualify the employee to perform these duties safely with skill and efficiency.

### **Heavy Equipment Operator**

An employee who is engaged in the operation and routine maintenance of all types of equipment, particularly mobile power equipment associated with the construction, maintenance, and repair of streets, parks, pipelines, and other facilities. The employee may be required to direct the work of up to two (2) other lower paid employees. The employee shall be capable of performing the duties with skill, efficiency and safety.

### **Lead Meter Reader**

An employee who is in charge of employees engaged in reading meters. The employee will be required to arrange meter reading routes, handle customer complaints relative to Meter Readers or bills, resolve problems encountered by Meter Readers, such as meter access and hazardous conditions. The employee may be required to read meters. The employee will be required to perform related clerical work. The employee must have the personal qualifications of leadership and supervisory ability and a background of experience and training which qualify the employee to perform the duties with skill, efficiency, tact, diplomacy, and safety.

### **Parking Meter Service Worker**

An employee who is engaged in performing all classes of parking meter work alone or as a lead worker with one or more assistants with same or lower classifications. The employee's duties include installation, maintenance and repair of all types of parking meters and related facilities, and the collection and sorting of coins from meters. The employee's background of training and experience shall be such as to qualify the employee to perform the duties safely with skill, efficiency, tact and diplomacy.

### **Parks Lead Worker**

An employee who is a lead worker in charge of not more than three (3) other employees, engaged in performing a variety of skilled and semi-skilled duties relating to the installation, construction, operation, maintenance and repair of park-type facilities. The employee's background of training and experience shall include at least sixteen (16) units of college level horticultural academic work or the equivalent and possess a State of California Department of Food and Agriculture Commercial

Applicators' Certificate for the use of restricted materials in those categories that are job related. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's construction and safety standards, accounting procedures and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency and safety.

### **Public Works Lead Worker**

An employee who is a lead worker in charge of not more than three (3) other employees, engaged in performing a variety of duties such as the installation, construction, operation, maintenance and repair of streets, parks, pipelines, buildings, and other facilities. The employee should possess the craft qualifications of a Heavy Equipment Operator or another related journeyman craft. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's construction and safety standards, accounting procedures and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **~~Tree Trimmer Lead Worker~~ Arborist Lead Worker**

An employee who is a lead worker in charge of not more than three (3) other employees engaged in performing all types of pruning and tree trimming, including tree trimming in close proximity to high voltage power lines, utilizing tree climbers, rope rigging, mechanical lift equipment, and all types of mechanical and power pruning and cutting tools. The employee must possess or acquire within two (2) years of appointment and maintain a certificate issued by the International Society of Arboriculture as a "Certified Arborist." The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's construction and safety standards, accounting procedures, and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **Wastewater Collection Lead Worker**

An employee who is a lead worker in charge of not more than three (3) other employees engaged in performing all types of installation, construction, repair, operation and maintenance work on wastewater collection and treatment facilities. The employee may be required to meet the public, and if the employee is, the employee shall be capable of performing such assignments with tact and diplomacy. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications necessary to maintain sewerage facilities, and be familiar with the City's safety standards, accounting procedures, and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety. Must possess a California Water Environmental Association Collection System Maintenance Certificate III.

### **Water Lead Worker**

An employee who is a lead worker in charge of not more than three (3) other employees engaged in performing all types of installation, construction, repair, operation and maintenance work on water supply, distribution, and treatment facilities. The employee may be required to meet the public, and if the employee is, the employee shall be capable of performing such assignments with tact and diplomacy. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications necessary to maintain water facilities, and be familiar with the City's safety standards, accounting procedures, and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety. Must possess a State of California Department of Health Services Water Distribution Operator Certificate Grade D2.

## **Welder**

An employee who is a journeyman and is engaged in performing all types of welding, fabrication, and the operation of metal shop tools. The employee shall be required to perform tool maintenance and repair work. The employee's background of apprenticeship and experience shall be such as to qualify the employee to perform these duties with skill and efficiency. The employee shall be capable of performing the duties safely.

## **Equipment Mechanic II**

An employee who is a ~~journeyman~~ is engaged in performing ~~all types of tool, equipment, and automotive maintenance and repairs~~ including fabrication and welding, tire work, and maintenance of a variety of light and heavy-duty diesel and gasoline powered automotive, construction, fire apparatus, and towed equipment, and emergency standby generators. The employee may also be required to perform job related clerical work as required. The employee's background of apprenticeship and experience shall be such as to qualify the employee to perform these duties safely with skill and efficiency.

## **Building and Facilities Mechanic II**

An employee who is a journeyman/lead worker and is engaged in performing a wide variety of duties relating to complex projects including the design, fabrication, installation, construction, operation, maintenance and repair of buildings, facilities, mechanical equipment, street signs and irrigation systems and other property of a similar nature. May be required to perform carpentry, plumbing, electrical work, painting, cement work, masonry, metal fabrication and gas and electric welding. The employee should be a journeyman in one of the foregoing crafts and should be reasonably competent and proficient in performing routine tasks of some of the other crafts. The employee may be required to direct the work of up to four (4) lower-paid employees. The employee may oversee improvement projects. The employee may be required to meet the public and, if the employee is, the employee shall be capable of performing such assignment with tact and diplomacy. The employee's background of apprenticeship and experience must be such as to qualify the employee to perform these duties safely with skill and efficiency.

## **Customer Service Worker**

An employee engaged in performing service work, such as installing and removing ~~all types of electric meters (excluding high voltage electric meters or installation of current coils or potential transformer metering installations~~ three phase and transformer rated meters), handling a customer change of party, handling customer complaints, collection of bills and deposits. ~~and routine inspection for proper function and performing minor repairs, maintenance or adjustment to City's facilities, such as substations and sewer and water plants.~~ The employee shall maintain a high standard of public relations and personal appearance. The employee's background and experience shall be such as to qualify the employee to perform the employee's duties with skill, efficiency, tact and diplomacy. The employee shall be capable of performing the duties safely.

## **HVAC Technician**

An employee who is a journeyman engaged in tracking and performing heating, ventilation, and air conditioning (HVAC) preventative maintenance, troubleshooting and repair work and performing a wide variety of other duties related to the installation, construction, operation, maintenance and repair of buildings, facilities, mechanical equipment, sprinkler systems and other property of a similar nature. The employee shall possess journey level experience in performing extensive HVAC maintenance and repair. The employee may be required to direct the work of up to three (3) other lower-paid employees. The employee may be required to meet the public and shall be capable of performing such assignment with tact and diplomacy. The employee's background of apprenticeship and experience must be such as to qualify the employee to perform these duties safely with skill and

efficiency. The employee shall be required to possess Environmental Protection Agency (EPA) Refrigeration Certification of Compliance.

### **Working Supervisor - Airports**

An employee who is a working supervisor in charge of employees engaged in performing a variety of unskilled and semi-skilled duties relating to the installation, construction, operation, maintenance and repair of buildings, grounds, landscaped areas and other Airport property or facilities. The employee may be required to meet the public and, if the employee is, the employee shall be capable of performing such assignment with tact and diplomacy. The employee shall have the personal qualifications of leadership and supervisory ability, be familiar with Airport operations and facilities, be familiar, and comply with FAA safety, security and ground movement regulations, the City's safety standards, accounting procedures and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **Working Supervisor - Buildings**

An employee who is a working supervisor in charge of employees engaged in performing duties such as maintenance, operation and repair of buildings and grounds. The employee may be required to meet the public and, if the employee is, the employee shall be capable of performing such assignment with tact and diplomacy. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications necessary to maintain large buildings and complex building mechanical equipment, and be familiar with the City's safety standards, accounting procedures and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **Working Supervisor - Landfill**

An employee who is a working supervisor in charge of crews of employees who are engaged in the disposal of solid wastes and performs a wide variety of duties, such as installation, construction, operation, and maintenance of the landfill. The employee will be required to possess the appropriate certifications and craft qualifications of a Heavy Equipment Operator. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's construction and safety standards, accounting procedures and all other applicable rules and regulations. The employee may be required to make minor repairs and adjustments to heavy equipment. When in charge of more than eight (8) other employees, the employee's wage rate shall be increased by five percent (5%). The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **Working Supervisor - Parks**

An employee who is a working supervisor in charge of not more than eight (8) other employees engaged in maintenance, construction and installation of parks, buildings, grounds, plantings, trees, and other similar City facilities. Must possess an appropriate State of California Department of Food and Agriculture Commercial Applicator Certificate for use of restrictive materials in those categories that are job related. The employee shall have the personal qualifications of leadership and supervisory ability, a background of experience in parks maintenance work or related work of a similar nature, must possess a minimum of 16 units of college level horticultural work or the equivalent, and must be familiar with the City's construction and safety standards, accounting procedures, and all other applicable rules and regulations. When in charge of more than eight (8) other employees the employee's wage rate shall be increased by five (5) percent. The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **Working Supervisor - Public Works**

An employee who is a working supervisor in charge of a crew of not more than six (6) other employees engaged in performing a wide variety of duties, such as the installation, construction,

operation, maintenance and repair of streets, pipelines, buildings and other facilities. The employee should possess the craft qualifications of a Heavy Equipment Operator or another related journeyman craft. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the City's construction and safety standards, accounting procedures and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety. When in charge of a crew of more than six (6) other employees the employee's wage rate shall be increased by five percent (5%).

### **Working Supervisor - Shop**

An employee who is a working supervisor in charge of a Shop wherein a number of other employees, not more than six (6), are engaged in performing all types of tool, equipment and automotive maintenance and repair work, including fabrication and welding. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of an Equipment Mechanic, and be familiar with the City's safety standards, accounting procedures and all other applicable rules and regulations. When in charge of a crew of more than six (6) other employees the employee's wage rate shall be increased by five percent (5%). The employee shall be capable of performing the duties with skill, efficiency, and safety.

### **Working Supervisor - Utility Field Services**

An employee who is a working supervisor in charge of employees engaged in reading meters and performing customer service work. The employee will be required to arrange meter reading routes, handle customer complaints relative to meter reading, customer service work or bills, resolve problems encountered by Utility Field Services personnel, such as meter access and hazardous conditions. The employee may be required to meet the public and, if the employee is, the employee shall be capable of performing such assignment with tact and diplomacy. The employee shall have the personal qualifications of leadership and supervisory ability, be familiar with City Utility policies and procedures, City's safety standards, accounting procedures, and all other applicable rules and regulations. The employee may be required to read meters and perform customer service worker duties and be capable of performing all assigned duties with skill, efficiency, and safety. When in charge of more than eight (8) other employees, the employee's wage rate shall be increased by five percent (5%).

### **Working Supervisor - Wastewater Collection**

An employee who is a working supervisor in charge of employees engaged in performing all types of installation, construction, repair, operation and maintenance work on wastewater collection and treatment facilities. The employee may be required to meet the public, and if the employee is, the employee shall be capable of performing such assignments with tact and diplomacy. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications necessary to maintain sewerage facilities, and be familiar with the City's safety standards, accounting procedures, and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety. Must possess a California Water Environment Association Collection System Maintenance Certificate Grade III. When in charge of more than eight (8) other employees, the employee's wage rate shall be increased by five percent (5%).

### **Working Supervisor - Water**

An employee who is a working supervisor in charge of employees engaged in performing all types of installation, construction, repair, operation and maintenance work on water supply, distribution, and treatment facilities. The employee may be required to meet the public, and if the employee is, the employee shall be capable of performing such assignments with tact and diplomacy. The employee

shall have the personal qualifications of leadership and supervisory ability, the craft qualifications necessary to maintain water facilities, and be familiar with the City's safety standards, accounting procedures, and all other applicable rules and regulations. Must be capable of performing the duties with skill, efficiency, and safety. Must possess a State of California Department of Health Services Water Distribution Operator certificate Grade ~~HH-D3~~. When in charge of more than eight (8) other employees, the employee's wage rate shall be increased by five percent (5%).

**Electrical Technician**

An employee who is a journeyman and is engaged in overseeing installation and performance commissioning of new controls equipment, troubleshooting all control systems, and conducting normal maintenance and repair of controls. The employee will perform diagnostic evaluation of controls, instruments and electrical equipment in the treatment plants and associated facilities so as to diagnose problems. The employee's background of apprenticeship and experience shall be such as to qualify the employee to perform these duties with skill and efficiency. The employee must be capable of performing the duties safely. ET step movement for advancement from step 4 to step 5 and from step 5 to step 6 will be as outlined in the ET Step Movement Competencies/Qualifications document incorporated to the classification specification.

**EXHIBIT "C": LINES OF PROGRESSION**

<b>CLASSIFICATION</b>	<b>NEXT LOWER CLASSIFICATIONS</b>	<b>SAME OR HIGHER CLASSIFICATIONS</b>
SOLID WASTE WORKER		Resource Recovery Worker Solid Waste Crew Worker Transfer Station Worker Solid Waste Lead Worker Solid Waste Truck Driver Transfer Station Operator Heavy Equipment Operator Working Supervisor - Landfill
CUSTODIAN		Custodial Lead Worker
UTILITY FIELD WORKER		Meter Reader Lead Meter Reader Customer Service Worker
CUSTODIAL LEAD WORKER	Custodian	
RESOURCE RECOVERY WORKER	Solid Waste Worker	Solid Waste Crew Worker Transfer Station Worker Solid Waste Lead Worker Solid Waste Truck Driver Transfer Station Operator Heavy Equipment Operator Working Supervisor - Landfill
SOLID WASTE TRUCK DRIVER I	Solid Waste Worker	Solid Waste Truck Driver II Transfer Station Operator Heavy Equipment Operator Working Supervisor - Landfill
AIRPORT MAINTENANCE WORKER		Working Supervisor - Airports Airports Maintenance Lead Worker

CLASSIFICATION	NEXT LOWER CLASSIFICATIONS	SAME OR HIGHER CLASSIFICATIONS
CONVENTION CENTER MAINTENANCE WORKER		Equipment Operator Gardener Street Sweeper Operator Tree Trimmer Wastewater Collection Maintenance Worker Water Maintenance Worker Building and Facilities Mechanic I Heavy Equipment Operator Parking Meter Service Worker Parks Lead Worker Public Works Lead Worker <del>Tree Trimmer</del> <u>Arborist</u> Lead Worker Wastewater Collection Lead Worker Water Lead Worker Building and Facilities Mechanic II Working Supervisor - Buildings Working Supervisor - Parks Working Supervisor - Public Works Working Supervisor - Wastewater Collection Working Supervisor - Water
<del>GARAGE MAINTENANCE WORKER</del> <u>MECHANIC I</u>		<del>Equipment Mechanic II</del> Working Supervisor - Shop
PUBLIC WORKS MAINTENANCE WORKER		Equipment Operator Gardener Street Sweeper Operator Tree Trimmer <u>Solid Waste Truck Driver I</u> Wastewater Collection Maintenance Worker Water Maintenance Worker Building and Facilities Mechanic I Heavy Equipment Operator <u>Parking Meter Service Worker</u> Parks Lead Worker Public Works Lead Worker <del>Tree Trimmer</del> <u>Arborist</u> Lead Worker Wastewater Collection Lead Worker Water Lead Worker Building and Facilities Mechanic II Working Supervisor - Buildings Working Supervisor - Parks Working Supervisor - Public Works Working Supervisor - Wastewater Collection Working Supervisor - Water
METER READER	Utility Field Worker	Working Supervisor-Utility Field Services Lead Meter Reader Customer Service Worker

<b>CLASSIFICATION</b>	<b>NEXT LOWER CLASSIFICATIONS</b>	<b>SAME OR HIGHER CLASSIFICATIONS</b>
EQUIPMENT OPERATOR	Public Works Maintenance Worker	Wastewater Collection Maintenance Worker Heavy Equipment Operator Public Works Lead Worker Wastewater Collection Lead Worker Working Supervisor - Public Works Working Supervisor - Wastewater Collection
GARDENER	Public Works Maintenance Worker	Tree Trimmer <del>Lead Tree Trimmer</del> <u>Arborist Lead Worker</u> Parks Lead Worker Working Supervisor - Parks
SOLID WASTE TRUCK DRIVER II	Solid Waste Truck Driver I	Transfer Station Operator Heavy Equipment Operator Working Supervisor - Landfill
STREET SWEEPER OPERATOR	Public Works Maintenance Worker	Equipment Operator Heavy Equipment Operator Public Works Lead Worker Working Supervisor - Public Works
TREE TRIMMER	Public Works Maintenance Worker	Gardener Parks Lead Worker <del>Lead Tree Trimmer</del> <u>Arborist Lead Worker</u> Working Supervisor - Parks
WASTEWATER COLLECTION MAINTENANCE WORKER	Public Works Maintenance Worker	Public Works Lead Worker Wastewater Collection Lead Worker Working Supervisor – Wastewater Collection
WATER MAINTENANCE WORKER	Public Works Maintenance Worker	Public Works Lead Worker Water Lead Worker Working Supervisor - Water
TRANSFER STATION OPERATOR	Solid Waste Truck Driver II Solid Waste Truck Driver I	Heavy Equipment Operator Working Supervisor - Landfill
AIRPORT MAINTENANCE LEAD WORKER	Airport Maintenance Worker	Working Supervisor - Airports
BUILDING AND FACILITIES MECHANIC I		Welder Building and Facilities Mechanic II Working Supervisor - Buildings Working Supervisor - Public Works
HEAVY EQUIPMENT OPERATOR	Equipment Operator Solid Waste Truck Driver II <del>Transfer Station Operator</del>	Public Works Lead Worker <u>Transfer Station Operator</u> Working Supervisor - Public Works Working Supervisor - Landfill
LEAD METER READER	Meter Reader	Customer Service Worker Working Supervisor - Utility Field Services

CLASSIFICATION	NEXT LOWER CLASSIFICATIONS	SAME OR HIGHER CLASSIFICATIONS
PARKING METER SERVICE WORKER	Public Works Maintenance Worker Equipment Operator	Public Works Lead Worker Heavy Equipment Operator Working Supervisor – Public Works
PARKS LEAD WORKER	Gardener Tree Trimmer	<del>Lead Tree Trimmer</del> <u>Arborist Lead Worker</u> Working Supervisor - Parks
PUBLIC WORKS LEAD WORKER	Public Works Maintenance Worker Equipment Operator Wastewater Collection Maintenance Worker	<u>Public Works Lead Worker</u> Heavy Equipment Operator Working Supervisor - Public Works
SOLID WASTE MAINTENANCE WORKER		
<del>TREE TRIMMER</del> <u>ARBORIST LEAD WORKER</u>	Gardener Tree Trimmer	Parks Lead Worker Working Supervisor - Parks
WASTEWATER COLLECTION LEAD WORKER	Wastewater Collection Maintenance Worker	Working Supervisor – Wastewater Collection
WATER LEAD WORKER	Public Works Maintenance Worker Water Maintenance Worker	Working Supervisor - Water
WELDER	<del>Building Trades Maintenance Worker</del> <u>and Facilities Mechanic I</u>	
<del>EQUIPMENT MECHANIC II</del>	<del>Garage Maintenance Worker I</del> <u>Mechanic I</u>	Working Supervisor - Shop
BUILDING AND FACILITIES MECHANIC II	Building and Facilities Mechanic I	Working Supervisor - Buildings
HVAC TECHNICIAN		
CUSTOMER SERVICE WORKER	Lead Meter Reader Meter Reader	Working Supervisor - Utility Field Services
WORKING SUPERVISOR - AIRPORTS	Airport Maintenance Lead Worker	
WORKING SUPERVISOR – BUILDINGS	Building and Facilities Mechanic II	
WORKING SUPERVISOR - LANDFILL	Solid Waste Truck Driver II Transfer Station Operator Heavy Equipment Operator	
WORKING SUPERVISOR - PARKS	Parks Lead Worker <del>Tree Trimmer</del> <u>Arborist Lead Worker</u>	
WORKING SUPERVISOR - PUBLIC WORKS	Heavy Equipment Operator Public Works Lead Worker	
WORKING SUPERVISOR - SHOP	<del>Equipment</del> <u>Mechanic II</u>	
WORKING SUPERVISOR - UTILITY FIELD SERVICES	Lead Meter Reader Customer Service Worker	
WORKING SUPERVISOR - WASTEWATER COLLECTION	Wastewater Collection Lead Worker	

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<b>CLASSIFICATION</b>	<b>NEXT LOWER CLASSIFICATIONS</b>	<b>SAME OR HIGHER CLASSIFICATIONS</b>
WORKING SUPERVISOR - WATER	Water Lead Worker	
ELECTRICAL TECHNICIAN		

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## EXHIBIT "D": STANDBY DUTY

Pursuant to the Memorandum of Understanding between the City of Redding and International Brotherhood of Electrical Workers, Maintenance Unit, certain classifications and positions in City service are subject to routine or periodic emergency call-back as an inherent and integral part of their assigned job responsibilities in order to provide continuous public services. In addition, Department Directors, or designee, will be responsible for determining the circumstances requiring employees to be placed on standby duty. Personnel shall be provided two (2) weeks advance notice of standby duty period. Employees placed on standby duty shall be qualified to safely perform such duties with skill and efficiency.

- A. The City will establish a method for employees to volunteer for standby duty periods. Initially, seniority will establish the rolling list with later additions or changes made to the bottom of the list, with the exception of trades per item "G" below. Once the list of volunteers has been established, standby duty will be rotated equally among those qualified and available employees.

If there are insufficient volunteers for a standby duty period, employees will be called utilizing the regular call out list and procedures and, in such circumstances, employees will not receive standby duty compensation.

- B. The employee shall be required to carry a cellular telephone or a pager at all times while on standby duty and remain within the appropriate telephone or pager reception area in order to be available for call out. Telephone and paging equipment will be supplied by the City.
- C. Standby personnel shall be required to be fit-for-duty and shall report to their normal headquarters as soon as possible within forty (40) minutes. Standby personnel may also be provided with a vehicle for use during the employee's standby duty period. In instances where a take home vehicle is provided, the employee shall respond to an incident as soon as possible within 40 minutes.
- D. Standby personnel shall be required to respond unless the employee can provide just cause for not responding. If the employee is unable to respond for any reason, the employee must notify the supervisor as soon as possible. Any employee who is unable to fulfill their commitment to a standby duty period shall forfeit standby compensation for an entire day, twenty-four (24) hour period.
- E. Compensation for standby duty periods shall be paid as follows: one (1) hour of overtime for weekday (12:01 a.m. Sunday through midnight Friday); two (2) hours of overtime for ~~weekend days (12:01 a.m. Saturday through midnight Sunday)~~ Saturdays; and three (3) hours of overtime for Sundays and holidays except for those holidays designated as floating holidays.
- F. In addition to compensation for standby duty, the overtime provisions of Article 9.9 shall apply if the employee assigned to standby duty is required to respond. However, in instances where a take home vehicle has been provided to the employee, the travel time provisions of Article 9.9 shall not apply.
- G. Employees may trade complete standby duty periods at any time up until the duty period has begun with prior approval of the supervisor.

**EXHIBIT “E”**  
**STANDBY DUTY FOR CERTIFIED WATER DISTRIBUTION PERSONNEL**

Pursuant to the Memorandum of Understanding between the City of Redding and International Brotherhood of Electrical Workers, Maintenance Unit, certain classifications and positions in City services are subject to routine or periodic emergency call-back as an inherent and integral part of their assignment job responsibilities in order to provide continuous public service. In addition, Department Directors, or designee, will be responsible for determining the circumstances requiring employees to be placed on standby duty period. Personnel shall be provided two (2) weeks advance notice of standby duty period. Employees placed on standby duty shall be qualified to safely perform such duties with skill and efficiency.

- A. The City will establish a method for employees to volunteer for standby duty periods. Initially, seniority will establish the rolling list with latter additions or changes made to the bottom of the list, with the exception of trades per item “G” below. In the event no one volunteers for a standby duty period, the City shall assign an employee to serve. Employees will be assigned based upon standby duty served during the previous 12-month period. The employee with the least amount of standby duty served will be assigned. Certified Water Distribution personnel will serve on standby duty for intervals of up to one (1) week.
- B. The employee shall be required to carry a cellular telephone and/or a pager at all times while on standby duty and remain within forty minutes response time area in order to be available for a call out. Telephone and paging equipment will be supplied by the City.
- C. Standby personnel shall be required to be fit-for-duty and shall report to their normal headquarters as soon as possible within forty (40) minutes. Standby personnel may also be provided with a vehicle for use during the employee’s standby duty period. In those instances where a take home vehicle is provided, the employee shall respond to an incident as soon as possible within 40 minutes.
- D. Standby personnel shall be required to respond unless the employee can provide just cause for not responding. If the employee is unable to respond for any reason, the employee must notify the supervisor as soon as possible. Any employee who is unable to fulfill their commitment to a standby duty period shall forfeit standby compensation for an entire day, twenty-four (24) hour period.
- E. Compensation for standby duty periods shall be paid as follows: one (1) hour of overtime for weekdays (12:01 a.m. Sunday through midnight Friday); two (2) hours of overtime for ~~weekend days (12:01 a.m. Saturday through midnight Sunday Saturdays;~~ and three (3) hours of overtime for Sundays and holidays except for those holidays designated as floating holidays.
- F. In addition to compensation for standby duty, the overtime provisions of Article 9.9 shall apply if the employee assigned to standby duty is required to respond. However, in instances where a take home vehicle has been provided to the employee, the travel time provisions of Article 9.9 shall not apply. Overtime will commence at the time the employee receives the callout.
- G. Employees may trade complete standby duty periods at any time up until the duty period has begun with prior approval of the supervisor.

## EXHIBIT “F”: VEHICLE/EQUIPMENT OPERATION DIRECTORY

Effective September 15, 2002

CLASSIFICATION	VEHICLES/EQUIPMENT*
Custodian Custodial Lead Worker Solid Waste Worker Utility Field Worker	All vehicles/equipment such as a car, pick up truck, van, forklift, or any other functional equivalents.
Airport Maintenance Worker <del>Garage Maintenance Worker</del> <u>Mechanic I</u> ** Solid Waste Truck Driver I Public Works Maintenance Worker Meter Reader  ** Upgrade only when moving vehicles larger or more complex than listed herein on public streets.	All of the above vehicles/equipment as well as: retriever/packer, pick up and 5 <sup>th</sup> wheel trailer, container delivery vehicles, packer, baler, granulator, sorting system, brush chipper, tractor/mower, two (2) axle truck hauling or towing a trailer of no more than six thousand (6,000) pounds, tractor/loader of less than fourteen thousand (14,000) pounds (no size limit when used in a corporation yard), or any other functional equivalents.
Equipment Operator Gardener Solid Waste Truck Driver II Street Sweeper Operator Tree Trimmer Wastewater Collection Maintenance Worker Water Maintenance Worker	All of the above vehicles/equipment as well as: roller, sweeper, dump trucks (above 26,000 pounds), front end load (up to 3 yards, other than when used as a grader), side load, front load, roll off, rear load, water truck, boom truck transport, crane transport, hydro cleaners, green waste, recycle truck, self-propelled street sweeper, bucket truck, or any other functional equivalents.
Airport Maintenance Lead Worker Building and Facilities Mechanic I Heavy Equipment Operator Lead Meter Reader Parking Meter Service Worker Parks Lead Worker Public Works Lead Worker Solid Waste Maintenance Worker Transfer Station Operator <del>Tree Trimmer</del> <u>Arborist Lead Worker</u> Wastewater Collection Lead Worker Water Lead Worker Welder <del>Equipment Mechanic I</del> Building and Facilities Mechanic II Customer Service Worker HVAC Technician All Working Supervisors Electrical Technician	All of the above vehicles/equipment as well as: front end loader (over 3 yards), trommel, tub grinder, transfer truck, loader, crane operation, compost screen, compost turner, other types of collection and solid waste material processing equipment, backhoe, grader, truck/trailer combination, or any other functional equivalents.  <p style="text-align: center;"><b>*THIS LIST INCLUDES EXAMPLES ONLY AND IS NOT INTENDED TO BE AN ALL-INCLUSIVE LIST OF VEHICLES/EQUIPMENT UTILIZED IN PERFORMANCE OF DUTIES.</b></p>

EMPLOYEES MUST POSSESS THE APPROPRIATE STATE OF CALIFORNIA DRIVERS LICENSE

**EXHIBIT "G": GRIEVANCE FORM**

**GRIEVANCE  
IBEW—Maintenance Unit**

Grievant:

Division:

Job Title:

Shop Steward:

Date of Occurrence:

Date of Awareness:

**ISSUE**

Specific Article(s) violated: \_\_\_\_\_

Explain **specifically** what happened and why you believe the MOU was violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documents/other information attached.

Correction requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Submitted by (signed) \_\_\_\_\_ Date: \_\_\_\_\_

City's answer:  supporting documents attached.

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition:

- Settled on \_\_\_\_\_ at step one  two  three   
 Withdrawn on \_\_\_\_\_  
 Scheduled for Arbitration on \_\_\_\_\_

## **EXHIBIT ‘H’: HAZMAT RESPONSE PROGRAM**

### **IBEW – Maintenance Unit**

The City of Redding is required to establish procedures for handling accidental releases of hazardous materials from City water and wastewater facilities. The current primary hazardous chemicals of concern include chlorine and sulfur dioxide gases which are utilized at City water and wastewater treatment facilities or other hazardous materials commonly used in water and wastewater facilities in the United States, as well as other chemicals at the treatment facilities now and in the future which do not exceed "potential hazards" as listed in the *North American Emergency Response Guidebook*, 2000 edition, "Guide Section #124," page 212. A Hazardous Materials Response (HAZMAT) Team has been established to perform work to handle and control leaks or spills requiring close approach to a substance. The team will respond to releases or potential releases of hazardous substances for the purposes of control and stabilization of an incident. The team shall consist of a minimum of five (5) members as follows: one (1) incident commander, two (2) entry personnel, and two (2) decontamination/rescue personnel. Incident Command functions shall normally be conducted by Redding Municipal Utility Managers or Supervisors. Entry and decontamination functions shall normally be conducted by water and wastewater utility staff. If a sufficient number of Redding Municipal Utility Managers or union affiliated team members are not on site, any team member may be assigned to any role on the team for which they are qualified. In addition, the City may cross-train employees on all functions of the team, regardless of Union or non-Union affiliation.

In addition to training for and response to hazardous materials releases at wastewater and water treatment facilities, as noted above, team members will train for and respond to hazardous chemical releases outside of Redding Municipal Utilities water and wastewater treatment facilities and within the Redding Fire Jurisdiction requiring the performance of decontamination duties and tasks only, as distinguished from entry and rescue duties and tasks.

Members of the team must be proven qualified and capable of performing during response conditions. Such conditions may cause high levels of exposure to toxic substances which pose danger to employees and require immediate attention. For those incidents where the substance can be absorbed, neutralized, or otherwise controlled at the time of release by any employee in the immediate release area, or by maintenance personnel, such incidents shall not be considered an emergency response within the scope of this program.

Participation on the team will be voluntary. All members of the team must be willing to actively participate in all required elements of the program.

Training and testing will be paid by the City and conducted during City work hours.

The number of members on the team and the time frame in which additional members will be included will be determined by the City. However, the ratio of IBEW Maintenance represented team members to non-IBEW represented team members will not be fewer than one to three, excluding Unrepresented Management Employees, provided adequate numbers of IBEW Maintenance team members are available.

## **MINIMUM STANDARDS:**

- A. Must be a full-time employee with no medical condition, or other conditions, which require(s) any restriction of work duties required of team members. Employees will be removed from the team if they are unavailable or expected to be unavailable for response when called or unfit for duty for a period of at least sixty (60) days.
- B. Must successfully pass a pulmonary function test, a respirator fit test and medical history review, as determined by the City's physician. Testing will be paid by the City. If the employee fails any of the said tests and one subsequent retest and chooses to challenge the results, the costs of further testing will be borne by the City, with covered costs limited to one City-approved pulmonary specialist and subsequent tests prescribed by that specialist. During the period of such subsequent testing, but not longer than sixty (60) days, current City-certified team members may participate in all team activities with the exception of those that require donning a self-contained breathing apparatus (SCBA). If the results of such subsequent testing reveal the affected employee cannot be cleared for SCBA and HAZMAT duties, the member shall be removed from the team.
- C. Must successfully pass a basic physical fitness test. Testing will consist of medically qualifying with a blood pressure of 150/90 or less and completing the obstacle course at the Stillwater Plant (patterned after the Butte College HAZMAT course) while suited up in a Level "A" response suit. The course will include activities such as moving tools, walking up and down obstacles, opening and closing valves, installing a chlorine repair kit, and simulated victim rescue. The minimum time limit on respirator air will be twenty (20) minutes, and the maximum time on air will be thirty (30) minutes, with a maximum use of 2,500 pounds of air when the ambient air temperature at the staging location is 75 degrees Fahrenheit or lower. Whenever the ambient air temperature is greater than 75 degrees, an additional 100 pounds of air will be allowed for up to every two (2) degrees Fahrenheit increase in temperature above 75 degrees, so that 76 to 77 degrees would allow 2,600 pounds, 78 to 79 degrees would allow 2,700 pounds, etc. Temperature readings will be rounded to the nearest full degree.
- D. Must successfully complete a minimum of twenty-four (24) hours of hazardous materials emergency response training as defined by the California Code of Regulations, Title 8 of the General Industrial Safety Orders Section 5192 Hazardous Materials Technician, including actual corrective response exercises utilizing a self-contained breathing apparatus and a Level "A" response suit. Team members must also successfully complete a minimum of sixteen (16) hours of hazardous materials emergency response training as defined by the California Specialized Training Institute (CSTI) for First Responder Operational-Decontamination.
- E. Upon completion of items A through D, above, must participate as a HAZMAT team member during at least one (1) City combined water and wastewater emergency response training exercise.
- F. Employee must commit to maintaining physical conditioning as needed to qualify for the team. To the extent practicable, team members will receive approval from their supervisor to modify work schedules in order to assist employees in maintaining their

physical condition.

- G. Employee must commit to serving on the team for twelve (12) consecutive months, including active participation in training, planning, and maintenance activities related to the team. Employee must respond to incidents when called and fit for duty.
- H. Employee must commit to maintaining facial hair such that it does not come between the sealing surface of the face-piece and the face or such that it does not interfere with valve function.
- I. Pursuant to California Code Regulations Title 8, General Industrial Safety Orders Section 5192, the City will certify employees who have completed required training and who are eligible to participate on the HAZMAT Team.

**MAINTAINING QUALIFICATION:** The following standards must be satisfied:

- A. Items A, B, C, F, G, and H, above, must be successfully repeated annually, or more often if advised by the City's physician. Any failure will require retesting which, if not successful within sixty (60) calendar days of original failure, will result in City removing the employee from the HAZMAT Team until the employee is re-qualified.
- B. Annually, participate as a HAZMAT Team member during at least two (2) different City combined water and wastewater emergency response training exercises, which will be scheduled quarterly, or whenever possible. Medically qualify and properly utilize a SCBA and a Level "A" training suit during at least two of these exercises or during additional obstacle courses as approved by the Water or Wastewater Utility Manager.
- C. Annually, participate in at least six (6) of the monthly equipment checks, procedure reviews, or tailgate safety discussions on hazardous material issues of concern with supervisory staff at the employee's primary work site.
- D. In addition to Items A, B, and C, above, annually successfully complete a minimum of eight (8) hour HAZMAT re-certification training.

**RE-QUALIFICATION:** Before being reinstated to the HAZMAT Team, the employee must satisfy the deficiency(ies); provide a medical release for full work duties as approved by the City physician; complete Minimum Standards item "C," above; and meet any requirements defined in this agreement that have lapsed since the last training cycle.

**ELIGIBILITY:** IBEW team participants will be selected from the full-time regular IBEW-Maintenance represented employees in the water or wastewater utilities, with preference given first according to an employee's individual qualifications and, second, to an individual's City seniority. When a vacancy is created by the resignation, retirement, withdrawal, or removal of any team member from either the water or wastewater utility, an employee in the same utility will be offered the open team position if the City decides to fill the position. If the employee to whom such position is offered does not accept, the open position will be offered to an employee in either utility. Newly qualified employees who meet the Minimum Standards will not cause the removal of existing qualified employees who continue to meet the Minimum Standards.

**COMPENSATION:** Fully qualified team members who are certified by the City and who continue to remain fully qualified for the team shall receive a six-and-one-half percent (6.5%) pay differential rolled into base compensation.

The City may reduce or increase the number of compensated positions on the HAZMAT response team if it deems such a measure necessary. In such circumstances, the eligibility provisions will govern who is certified and remains on the team. Where there are no team openings, at the supervisor's discretion, individual employees who request team membership and certification and who meet all eligibility criteria may volunteer to participate in selected training activities. These activities include: Minimum Standards Items B, C, and D (but do not include participation on HAZMAT-related committees). Volunteers will not receive HAZMAT compensation to maintain their qualifications for future openings.