

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF GRIDLEY
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 1245**

2005-2006

2006-2007

2007-2008

2008-2009

2010-2012

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, effective as of the 1st day of July, 2010, by and between the designated representatives of the **CITY OF GRIDLEY** (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 therefrom, 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:

TITLE 1. PREAMBLE

1.1 PRINCIPALS

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 NON-DISCRIMINATION

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 CITY - UNION RELATIONS

This Memorandum of Understanding is intended to promote, and shall be so construed and interpreted as to carry out the following general purposes. The CITY and UNION agree to promote harmonious relations between the parties and other employee groups; establish and maintain an orderly bargaining procedure; work to provide the best possible service for the general public; prompt and fair disposition of all grievances and disputes; and adhere to this Agreement.

1.4 RIGHTS OF EMPLOYEES

Employees have the right to organize or join employee organizations of their own choice for the purpose of representation on all matters of employer-employee relations. Employees are free to join or not to join an employee organization and shall have the right to refuse to join or participate in the activities of employee organizations. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will he/she be withheld from equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent himself individually in his employment relations with the City. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

1.5 CITY RIGHTS

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by law of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by CITY include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities, and operations; to direct the work force; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be per-formed by City's employees and the services to be provided; to classify positions; to determine the methods, processes, means and places of providing services.

1.6 SECTION TITLES

Section Titles in this Agreement are for identification purposes only, and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

TITLE 2. RECOGNITION

2.1 RECOGNITION

The CITY recognizes the International Brotherhood of Electrical Workers, Local Union 1245, hereinafter referred to as the UNION as the exclusive representative of all employees of the CITY who hold a classification listed on "Exhibit B", except management, confidential or employees covered by the Gridley Police Officers' Association. The provisions of this Memorandum of Understanding, hereinafter set forth, shall apply only to those employees of the CITY of Gridley for whom Local Union 1245 is the established exclusive representative.

2.2 APPLICABILITY

The provisions of this Agreement shall be limited to their application to employees of CITY in the bargaining unit described in Section 2.1. Wherever the words "employee" and

"employees" are used in this Agreement, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom UNION is the exclusive bargaining representative. The respective obligations of the parties herein shall be operative only insofar as UNION acts in the capacity of exclusive bargaining representative of said employees.

2.3 REPRESENTATION

Before any action is taken which could result in possible discharge or other disciplinary action against an employee, the CITY shall provide a written, formal charge which states:

- (a) The charge;
- (b) The reason for the charge;
- (c) The proposed action to be taken;
- (d) A copy of all materials upon which the charge is based, to the extent that such materials are currently available to the CITY;
- (e) A statement of rights to UNION representation;
- (f) A statement of rights to respond.

Any employee, at this request, shall be permitted representation by a UNION representative. The foregoing shall apply to written reprimands, disciplinary actions and hearings, providing there is no unreasonable delay in obtaining representation.

TITLE 3. UNION SECURITY

3.1 CHECK OFF DUES

A. The CITY shall make monthly payroll deductions of UNION dues from the earnings of each individual employee who is a member of the UNION, and who individually and voluntarily authorizes such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

B. Deductions shall be made from the second payroll period of each month and a check for the total deductions shall be submitted to the Financial Secretary of Local Union 1245, I.B.E.W., P.O. Box 2547, Vacaville, California 95687, within five (5) working days of the date the dues are withheld from the employee's check. The CITY shall notify the UNION each month

at the time of the dues transmittal to UNION of any changes since the previous dues transmittal and the reasons therefor.

3.2 UNION INFORMATION

The CITY shall provide all new employees with UNION Member-ship application forms, payroll deduction authorization forms, and a copy of the Memorandum of Understanding on or before the first day of employment. Such materials will be furnished to the CITY by the UNION.

TITLE 4. UNION ACTIVITY

4.1 UNION ORIENTATION

The CITY shall give the Shop Stewards one (1) hour, with all new employees, for the purpose of explaining CITY policies, UNION Contract orientation, and enrollment into the UNION. This time shall be compensated for by the CITY and shall be done within five (5) days following the date of hire.

4.2 LISTS

A. On or before February 28th of each year, CITY shall furnish UNION with a list showing the name, Social Security number, home address, home telephone number, employment date, and classification of each employee.

B. Upon ten (10) working days after a new employee is hired, CITY shall provide UNION the following information: name of individual, Social Security number, employment date, classification, date vacancy filled.

4.3 NON-DISCRIMINATION

Neither the CITY nor the UNION, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his membership, or non-membership, in UNION or his activity on behalf of UNION.

4.4 REPRESENTATIVES OF UNION

A. The UNION'S Representatives shall be permitted by the CITY to transact UNION business on the premises of the CITY during working hours. Such time shall not interfere with the current work in progress.

B. UNION Shop Steward shall only transact UNION business on the premises of the CITY with approval of the appropriate Supervisor, whose permission shall not be unreasonably denied.

4.5 BULLETIN BOARDS

The CITY agrees to provide adequate space on the bulletin boards, in employee assembly areas, for dissemination of UNION information to its members.

4.6 NEGOTIATIONS

Three (3) UNION Members shall be allowed time off to meet with CITY to negotiate changes in the Memorandum of Understanding, Retirement Plan, or new conditions not covered in the Agreement. This time off shall be compensated for by CITY at the normal rate of pay.

TITLE 5. GRIEVANCE PROCEDURE

5.1 STATEMENT OF INTENT - NOTICE

It is the intent of both the UNION and the CITY that the processing of disputes through the Grievance Procedure will give meaning and content to the Memorandum of Understanding (M.O.U.) through a concise procedure for resolution of disputes. It is therefore the stated purpose of this procedure to:

- (a) Avoid grievances and misunderstandings;
- (b) Orally handle as many grievances as possible within the framework of this Agreement;
- (c) Expeditiously investigate and quickly dispose of such grievances or problems;

The UNION and the CITY agree that they will continue to work within the framework of the Agreement to further the above-stated objectives. Should the above fail to resolve a grievance, the following steps shall be utilized to resolve the dispute between the parties.

Disputes involving the following subjects shall be determined by the Grievance Procedure established herein:

- (a) Interpretation or application of any of the terms of this Agreement, including Exhibits thereto, Letters of Agreement, informal interpretations and clarifications executed by the UNION and the CITY.
- (b) Discipline, other than discharge, demotion, or suspension of any employee.
- (c) Disputes as to whether a matter is proper subject for the Grievance Procedure.

Objections or disputes regarding discharge, demotions, or suspensions of any employee are not proper subjects to be determined by the grievance procedure established in Title 5 of this Memorandum of Understanding, but are proper subjects under Title 6 of this Memorandum.

5.2 STEP ONE: SHOP STEWARDS

The initial Step in the adjustment of a grievance shall be the presentation of a written grievance setting forth (1) the action complained of, (2) the rule, procedure or other policy claimed to have been violated or not followed by the action, and (3) the employee's proposed solution, followed by a discussion between the Shop Steward and the immediate Supervisor directly involved, or Department Head as applicable, who shall answer within five (5) working days. This Step shall be started within fifteen (15) working 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.

5.3 STEP TWO: DEPARTMENT HEAD

If a grievance is not resolved in the initial Step, the Second Step shall be a discussion between either the Shop Steward, or the UNION'S Business Representative, and the Department Head who shall answer within ten (10) working days. This Step shall be taken within ten (10) working days of the date of the immediate Supervisor's answer in Step One.

5.4 STEP THREE: CITY ADMINISTRATOR

If a grievance is not resolved in the Second Step, the Third Step shall be presentation of the grievance, in writing, by the UNION'S Business Representative to the City Administrator who shall answer, in writing, within ten (10) working days. The Third Step shall be taken within ten (10) working days of the date of the answer in Step Two.

5.5 STEP FOUR: STATE MEDIATOR

The decision of the City Administrator shall be final and binding unless either party requests mediation by filing, with the City Clerk, a written request within ten (10) working days of the City Administrator's decision. The Fourth Step shall be a presentation of the grievance to the State of California Mediation and Conciliation Service. The parties shall request the first available date for a review of the grievance. The type of mediation assistance shall be determined by the assigned State Mediator. Mediation shall be non-binding.

5.6 STEP FIVE: CITY COUNCIL

If the grievance is not resolved by the parties in mediation, the City Administrator's decision (as determined in Step 3, above) shall be binding, unless a timely notice of appeal to the City Council is filed. The notice of appeal shall be in writing and filed with the City Clerk within ten (10) days following the conclusion of the mediation. A majority decision of the quorum of City Council at the appeal hearing shall be binding upon both parties.

In considering any grievance brought before the City Council, the City Council may conduct such additional investigation and take such additional evidence as it may desire, in the Council's sole discretion.

5.7 GRIEVANCE PROCESSING

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Time limits may be extended by mutual agreement. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure. Time limits shall run from the date when time for disposition expired.

5.8 ENABLER CLAUSE

Notwithstanding the aforementioned procedure, any individual employee shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of UNION, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding, and provided, further, the UNION'S Business Representative shall be given an opportunity to be present at such adjustment, as an observer only.

TITLE 6. DISCIPLINARY APPEAL PROCESS

6.1 PRE-DISCIPLINARY PROCEDURES

Pre-Disciplinary Procedures Applicable to All Regular Employees (Applies only to Demotions, Suspensions, Dismissals):

- (a) When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the City Administrator shall be contacted so

that all disciplinary procedures are followed. The Department Head and/or City Administrator will then prepare a notice of intended disciplinary action to be given to the employee which shall include as attachments:

- (1) A written copy of the charges being made;
 - (2) The grounds for such charges;
 - (3) All documents which support such action;
 - (4) The type of disciplinary action intended;
 - (5) Copies of Personnel Rules violated and appeal procedures.
- (b) Notice shall also include a statement advising the employee that he/she may respond to the charges either verbally or in writing within a reasonable, specified time period which will not exceed ten (10) days starting from the date of receipt of the notice.
- (c) The Department Head and/or City Administrator shall make themselves available to hear verbal responses or answers to the proposed disciplinary actions and/or consider written responses submitted by the employee.
- (d) All information supplied by the employee in response to the proposed action will be considered by the Department Head and/or City Administrator prior to making a final decision on what disciplinary action is appropriate.
- (e) During the pre-disciplinary hearing, employees may be represented by a representative of their choice. However, the employee shall only have the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee shall be allowed to see all documents and material which are being considered to support the proposed disciplinary action.
- (f) Upon completing the pre-disciplinary procedures, the Department Head and/or City Administrator may resolve the matter without taking disciplinary action, or take the proposed action, or modified action as may seem appropriate.

- (g) If disciplinary action is taken, the employee shall be advised in writing of his/her right of appeal in accordance with Section 6.1

2. Exception to Pre-Discipline Procedure

- (a) When in the opinion of the Department Head and/or the City Administrator the best interest of the City would be served by taking immediate disciplinary action against an employee for violation of a City Rule or Regulation, the Department Head and/or City Administrator may suspend an employee without pay for a period not exceeding two (2) work days, or one (1) twenty-four (24) hour shift in any one (1) month. When taking further action, the Department Head and/or City Administrator shall document the circumstances requiring such action.
- (b) In the event an emergency situation exists requiring immediate action to protect City property, to maintain reasonable community relations, to protect the employee's fellow workers, or other appropriate reasons, the Department Head and/or City Administrator may take immediate disciplinary action, as deemed appropriate, to relieve the emergency situation. When taking such action, the Department Head and/or City Administrator shall document the circumstances requiring such action.
- (c) When immediate disciplinary action is taken by a Department Head and/or City Administrator, as an exception to the pre-disciplinary procedure, the employee shall be provided written documentation of the action at the earliest possible time. The notice shall also advise the employee of the right to appeal the disciplinary action in accordance with Section 6.2.

6.2 RIGHT OF APPEAL

- A. Any regular employee who has completed the initial probationary period shall be given the right to appeal a suspension, demotion, dismissal or other discipline imposed on that employee. This shall initially involve a State Mediator.

- (1) Method of Appeal:

A regular employee shall file a written notice within seven (7) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal shall be addressed to the City Clerk. The appeal shall set forth the matter appealed and the action desired by the appellant. Within seven (7) working days after receipt of the appeal, the City Clerk shall request a review by a State Mediator.

(2) Notice:

The City Clerk shall notify all persons named or affected by the appeal of the date, time, and place of review by the State Mediator.

(3) Review by Mediator:

When a disciplinary action is reviewed by a State Mediator, the Mediator shall determine the type of assistance that is provided. The Mediator may hold a hearing or conduct additional investigation as may be necessary. In addition to the subject matter on appeal, the employee's personnel file shall be reviewed. The personnel file is defined as that file which is maintained in the City Personnel Department. Unless physically unable to do so, the appellant shall appear personally before the Mediator at the time and place of the review.

The appellant may be represented by any person he/she may select and may produce relevant oral or documentary evidence. This process shall be closed to the public.

Mediation shall be non-binding.

B. Appeal to the City Council:

In the event that mediation fails to resolve the matter, the decision of the Department Head/ City Administrator in Section 6.1 shall be final and binding unless a written notice of appeal is filed with the City Clerk within seven (7) days following the conclusion of mediation.

(1) Method of Appeal:

A regular employee shall file a written notice within seven (7) calendar days, starting from the date of completion of mediation. The appeal shall be addressed to the City

Council and filed with the City Clerk. The appeal shall set forth the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within seven (7) calendar days after receipt of the appeal, the City Clerk shall inform each member of the City Council, the City Administrator and all other persons named or affected by the appeal.

(2) Notice of Hearing:

When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing shall not be less than ten (10) calendar days from the date of filing of the appeal. The City Clerk shall notify all interested parties of the date, time and place of the hearing.

(3) Hearing:

When an appeal has been filed, the City Council shall review the record, and make a final determination of the issue. Both parties will be allowed to present a brief presentation concerning their interpretation of the record.

(4) Findings:

The City Council, within fifteen (15) calendar days after said hearing, shall make a finding.

The City Council may:

- (1) follow the recommendations of the State Mediator if any; or
- (2) sustain the original disciplinary action
- (3) reinstate the employee; or
- (4) order any disciplinary action which it judges to be appropriate based on the evidence; or

The final findings of the City Council shall be the final administrative step in the disciplinary appeal process.

C. Extension of time.

Any time limit contained in this title may be extended by mutual agreement of the employee and the City Administrator.

TITLE 6.1 DISCIPLINARY PROBATION

6.1.1 DISCIPLINARY PROBATION

Disciplinary Probation is a disciplinary penalty which may be imposed in lieu of termination, when the circumstances warrant. It is distinguished from the normal probationary period for new or recently promoted employees. It may be imposed for serious violations for a specific period of time not to exceed one year. Employees placed on Disciplinary Probation may be dismissed for failure to meet any requirement imposed as a condition of such status. Employees on Disciplinary Probation do not retain senior rights during a layoff or have permanent status. An employee, who is terminated for a specific violation identified in the notice of Disciplinary Probation, does not have appeal rights.

6.1.2 BACKGROUND

Disciplinary action may be imposed after the employer has complied with pre-disciplinary procedures that are consistent with court decisions, state law, and the memorandum of understanding. These provide the employee with written information about the charges, the grounds for such charges, the documentation supporting such action, the type of disciplinary action intended, copies of applicable personnel rules and appeal procedures. A pre-disciplinary hearing is scheduled where the employee (or representative) may respond to the charges. Following this hearing, and a review of the facts, discipline may or may not be imposed.

Disciplinary actions, can include written warnings, suspension, demotion, or termination. Disciplinary Probation could be imposed, following pre-disciplinary procedures, in cases where the Department Head or the City Administrator determine the the employee has committed a serious offense that warrants termination. If the Department Head or City Administrator believe that the employee could improve if given an opportunity for rehabilitation, this disciplinary action could be imposed.

When disciplinary probation is imposed, the employee is provided with a list of violations that will result in immediate termination. If an employee violates a rule that is not on the list, the matter is handled as a separate disciplinary action.

Upon successful completion of the probationary period, the employee is returned to permanent status with full restoration of seniority rights.

(Note: This was previously Exhibit D to the Memorandum of Understanding approved in 2001)

TITLE 6.2 POLICY FOR A DRUG AND ALCOHOL FREE WORKPLACE

6.2.1 PURPOSE

The City of Gridley has a strong commitment to provide a safe work place for its employees and to promote employee health. The City has developed this policy regarding alcohol and drug use to reinforce this commitment and to comply with Federal law, specifically, the Drug-free Workplace Act of 1988. Our goal is to establish and maintain a work environment free from the adverse effects of alcohol and drug use. This policy applies to positions represented by the I.B.E.W. Bargaining Unit.

6.2.2 USE AND SALE OF DRUGS

- A. The unlawful manufacture, distribution, dispensation or use of a controlled substance on the job or on City property is prohibited.
- B. Illegal drug use, or alcohol use which impairs and employee's job performance and interferes with regular work duties may result in disciplinary action.
- C. If a supervisor has reasonable cause to suspect that an employee is not fit for duty, he/she may require the employee to submit to a medical clarification examination by a physician who is qualified to assess impairment caused by drugs or alcohol. The physician will determine, after a physical examination, whether the employee is fit or unfit for duty. During the examination, the physician may request that the employee provide a urine sample for drug or alcohol screening if the physician suspects the employee is under the influence of drugs or alcohol.

The decision to require a fitness for duty test must be based on a reasonable and articulable belief that the employee is using alcohol or a prohibited drug on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable alcohol and drug use.

- D. Any employee whose on-duty or off-duty conduct leads to a conviction of any criminal drug statute must notify his or her Department Head of that conviction no later than five days after such conviction.

(Note: This Title was previously included in the 2001 MOU as Exhibit C.

TITLE 7. SAFETY

7.1 PREVENTION OF ACCIDENTS

1. The CITY desires to maintain a safe place of employment and to that end the CITY shall make all reasonable provisions for the safety of employees in the performance of their work. It is recognized, pursuant to the provisions of SB 198, that the employer and employee jointly share responsibility for providing and insuring a safe and healthful workplace.
2. The CITY and the UNION shall cooperate in promoting the realization of the responsibility of the individual employee and Supervisor with regard to the prevention of accidents, and to that end both parties agree to comply with all State and Federal Health and Safety Laws, rules and resolutions.
3. In the event any applicable State or Federal Health or Safety rules are revised or adopted that conflict with current rules, such rule shall be revised.
4. In addition to the foregoing, CITY shall inform UNION of such new rule or revision for the parties to meet on a mutually agreed date to discuss the effects.

TITLE 8. EMPLOYEE STATUS

8.1 EMPLOYEE DESIGNATION

Employees will be designated as Regular, Probationary, Part-time, or Temporary depending upon the purpose for which they were hired and their length of continuous service with the CITY.

8.2 EMPLOYEE DEFINED

A regular employee is defined as an employee who has satisfactorily completed a six (6) month probationary period of employment with the CITY.

8.3 PROBATIONARY EMPLOYEE-NEWLY HIRED OR PROMOTED EMPLOYEE

A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job and will be eligible for such leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature. Upon completion of six (6) months of continuous satisfactory service with the CITY, a probationary employee will be given the status of a regular employee; if the City Administrator determines, in his sole discretion that a probationary employee has not performed satisfactorily during the first six (6) months of employment with the CITY, the City Administrator, on or before the last day of the sixth month of employment, may extend that employee's probationary period for a time not to exceed an additional six (6) months. The CITY will notify the UNION in writing of any such decision.

A probationary employee may be terminated at any time during the probationary period, with or without cause, and the probationary employee shall have no right to appeal the termination.

Notwithstanding Gridley Personnel Rules 7.2 (Probationary Period of New Employees) and 7.3 (Probationary Period of Promoted Employees), it is acknowledged that the probationary period for the position of Apprentice Lineworker shall coincide with the length of the National Electrical Course for the Apprentice Lineworker. It is further agreed that the City Personnel Rules may be amended to reflect this change.

This section is superceded by Title Section 6.1 which was Exhibit D previously.

8.4 TEMPORARY EMPLOYEE

A temporary employee is defined as an employee hired by the day for occasional or seasonal work for a period not to exceed one hundred and twenty-five (125) days, or 1,000 hours. A temporary employee will receive not less than the minimum rate for the job but will not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage, retirement benefits or items of a similar nature. Upon completion of one hundred twenty-five (125) days, or 1,000 hours, of continuous service with the CITY, temporary employee will be given the status of probationary employee.

8.5 REGULAR PART-TIME EMPLOYEE

- A. An employee appointed to fill, on a less than full time basis, a budgeted position shown in salary resolution.
- B. Effective July 1, 1984, any employee hired into a regular part-time position shall be provided all benefits based on a pro-rata basis as compared to the normal work hours for his/her classification, with the exception of Medical and Dental, which shall be available to the employee, with the CITY and employee equally sharing the cost.

TITLE 9. WAGES AND CLASSIFICATIONS

9.1 WAGES

- A. Employees shall be paid the wages established for their classification.
- B. When an employee is assigned to work at a position having a higher classification, that employee shall be paid at the rate equal to the lowest step of the higher classification or at minimum the lowest step of the higher classification's range which provides a 3 percent increase in his present salary, provided that employee has worked at the higher classification for 10 consecutive working days.

Said work performed at a position having a higher classification shall be authorized, in writing, by the affected Department Director and approved by the City Administrator, prior to the commencement of time credit toward the 10-day requirement. Written authorization shall not be unreasonably withheld.

9.2 PAY DAY

If a pay date falls on a non-workday, payment shall be made on the preceding work day. Wages shall be paid on a bi-weekly basis. With City Administrator approval, advances on wages for one pay period may be allowed. City Administrator has sole discretion on advances.

The City of Gridley has implemented a payroll direct deposit program with a local bank. All City employees are eligible for this program. Costs associated with this program will be paid by the City.

9.3 WAGE SCHEDULE

A. Wage Schedule - All members - except those listed in B.

Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Wage Rates." The salary schedule contained in Exhibit A, reflect the actual compensation to be provided between July 1, 2005 and December 31, 2006 and will contain additional schedules generated during the course of the Memorandum of Understanding, based upon adjustments described in this section.

These schedules will incorporate cost of living adjustments of up to 4% effective January 1, 2006, January 1, 2007, January 1, 2008 and January 1, 2009. These schedules will also incorporate an equity adjustment of 5% on July 1, 2005 for the position of Administrative Services Clerk II. These schedules will also incorporate equity adjustments for the Public Works Supervisor of 5% on July 1, 2006 and 5% on July 1, 2007.

The Cost of Living Adjustments referenced above shall be based upon the Consumer Price Index (Urban Wage Earners and Clerical Workers, U.S. City Average). The adjustment will be calculated in December 2005, December 2006, December 2007, and December 2008 utilizing the most recent 12 month data (November to November). CPI calculations are to be calculated to the nearest 1/100th of a percent. CPI adjustments are limited to 4% per year. In the event that the CPI exceeds 6%, the salary portion of the Memorandum of Understanding shall be reopened as to salary only.

In lieu the above, the Electrical Lineworker series shall receive a 4.2% salary increase effective January 1, 2006. Effective January 1, 2007, January 1, 2008, and January 1, 2009, the base salaries of the Electrical Lineworker series shall be adjusted to the average hourly salary of ten utilities during December 2006, 2007 and 2008. The survey shall be based on an update of the salary survey performed jointly by the CITY and IBEW during the 2005 negotiations which included the following electrical utilities: City of Healdsburg, Lassen Municipal Utility District, Plumas Sierra Rural Electrical Coop, City of Redding, City of Roseville, City of Shasta Lake, SMUD (Sacramento Municipal Utility District), Truckee-Donner Public Utility District, City of Ukiah, and PG&E. In the event that the Cost of Living adjustment, described above, exceeds the adjustment based on the survey, the Electrical Lineworker series shall receive the Cost of Living adjustment.

B. The City shall increase base salary for all employees by three percent effective the first pay period in July, 2010.

C. The City shall increase base salary for all employees by three percent effective the first pay period in July, 2011.

9.4 LONGEVITY PAY

The following percentage will be added to the employees base salary upon completion of the following years of consecutive service:

<u>Years of Service</u>	<u>Total Longevity Pay</u>
10 years of service	1% of salary
15 years of service	2% of salary
20 years of service	3% of salary

9.5 CLASSIFICATION SPECIFICATIONS

All positions represented by this bargaining unit are attached hereto and made a part hereof in Exhibit "B," titled "Job Definitions."

9.6 EMPLOYEE SUGGESTION AWARD PROGRAM

The City shall reward employees for suggestions which, if implemented, allow for cost savings for the City. The parameters of this program are outlined via resolution of the City Council and are subject to amendment at the will of the City Council.

9.7 ASSIGNMENT PAY - SENIOR MAINTENANCE WORKER (SEWER-WATER)

5% additional compensation (Assignment Pay) will be added to the base pay of the Senior Maintenance Worker (Plant Operator) assigned the primary duty of operating the sewer plant and maintaining the water system.

9.8 SEWER/WATER AND ELECTRIC METER CERTIFICATES

Effective July 1, 2005 Public Works personnel covered by this memorandum who are in possession of Certificates issued by the State of California (listed below) are eligible for incentive pay. Effective July 1, 2010 the incentive pay percentages listed below shall be converted to an equivalent flat dollar amount provided the salary increase specified for the first pay period in July 2010 is included in the conversion, and the following adjustments are included in the following flat dollar amounts:

1. D2 Distribution Certificate pay shall be increased by \$50.00 per month.
2. Level I Wastewater Treatment certificate shall be increased by \$50 per month.
3. Level II Wastewater Treatment certificate shall be increased by \$100 per month.
4. Level I Water Treatment certificate shall be increased by \$50 per month.
5. Level II Water Treatment certificate shall be increased by \$100 per month.
6. Backflow certificate shall be increased by \$50 per month.

Electrical Meter Certification: Lineman who are assigned to perform work on electrical meters effective July 1, 2010, and every year thereafter, shall receive the equivalent flat dollar amount of \$2,639.88 annually.

- A. D 2 Distribution Certificate 5%

B. Level II Wastewater Treatment

Effective 7/1/05	5%
Effective 1/1/06	6.25%
Effective 1/1/07	7.5%
Effective 1/1/08	8.75%
Effective 1/1/09	10%

C. Level II Water Treatment

Effective 7/1/05	5%
Effective 1/1/06	6.25%
Effective 1/1/07	7.5%
Effective 1/1/08	8.75%
Effective 1/1/09	10%

D. Backflow Certificate

Effective 1/1/06	2.5%
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The parties recognize that the City of Gridley Sewer Treatment Plant License expires in 2007. In the event that a Level II Wastewater Treatment Certificate is no longer adequate to address the level of treatment required by the State, the parties will reopen this MOU as to this issue, to identify the appropriate incentive pay for such certificate.

9.9 BILINGUAL PAY

Effective July 1, 2005, an employee shall receive bilingual pay of 5% of base salary if:

- A. The CITY determines that bilingual skill in a specific foreign language in a specific job classification will improve operations.
- B. The employee agrees to utilize his or her bilingual skills on the job.
- C. The employee is able to demonstrate bilingual proficiency that is satisfactory to the CITY.
- D. The City Administrator, utilizing the guidelines above, may approve bilingual pay.

9.10 CLASS B DRIVERS LICENSE INCENTIVE PAY

Effective July 1, 2005, personnel within the bargaining unit covered by this memorandum who meet the following requirements are eligible for 5% incentive pay:

1. Possession of Class B Commercial License.
2. Have necessary endorsements to operate specific vehicles used in their department.
3. Are assigned to operate equipment requiring such a license.
4. Assignment is approved by their Department Head.

Effective July 1, 2005, personnel within the Electrical Lineworker series shall have the 5% Class B Drivers License incentive pay incorporated into their base salary and possession of such license shall become a job requirement. The Electrical Lineworker series will not be eligible for additional compensation for a Class B Driver's License.

9.11 RUBBER GLOVE CERTIFICATION

Members of the Electrical Lineworker series who have received rubber glove certification and who perform duties requiring direct rubber glove contact on live 12 KV electrical lines shall be eligible for a premium pay of 6%, provided that they meet the following program requirements:

1. Participation is voluntary.
2. Consulting services, approved by the City Council, may be used to develop the program and provide training at CITY cost.
3. Gridley Electrical Department Rubber Glove program is certified by Cal OSHA and meets any other legal requirements.
4. Each individual participating in the program must satisfactorily complete the training program and recertify at required intervals.
5. Individuals who do not take the training, fail to satisfactorily complete the training, or who fail to recertify under the terms of the program are ineligible for this premium pay.
6. The pay becomes effective on the first day of the month following certification of the employee.

9.12 CELL PHONE ALLOWANCE

A cell phone allowance of \$20 per month is established for members of the bargaining unit that meet the following qualifications:

A. CITY determines that a need exists for the individual to have a cell phone available to conduct City business.

B. Employee agrees to carry and use a personal cell phone for City business while on duty and on standby. Employee provides CITY with proof of service and cell phone number.

C. Employee must agree to inform CITY of any lapse in phone service, phone number, or provider. The allowance will be paid within 30 days following the billing period. CITY shall not be responsible for additional phone charges beyond the \$20 per month. This limit does not apply during a natural disaster (declared) if the employee incurs an unusually high level of phone use while actively engaged in response or recovery activity.

In addition to the provisions above, CITY agrees to provide a City cell phone for use by electrical and public works personnel assigned to standby. The phone may be used for official City business only and is to be carried while on standby. In the event that an individual assigned to standby prefers to carry a personal cell phone in lieu of a City provided phone, that individual must notify his or her supervisor so that information can be provided to dispatch.

TITLE 10. HOURS AND OVERTIME

10.1 WORKWEEK AND BASIC WORKWEEK

A workweek is defined as consisting 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 from 8:00 A.M. to 5:00 P.M. with one (1) hour off for lunch. Starting times, and quitting times, and meal times may be changed by mutual consent so as not to incur the penalty of overtime. There shall also be allowed two (2) break periods, each of fifteen (15) minutes duration. The first break shall be taken midway in the first half of the shift, and the second shall be taken midway in the last half of the shift.

10.2 OVERTIME DEFINED

Overtime is defined as:

- (a) Time worked in excess of forty (40) hours in a workweek;
- (b) Time worked in excess of eight (8) hours 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.
- (f) Overtime shall be computed to the nearest one-quarter hour.
- (g) Overtime shall be authorized in advance by the immediate Supervisor, Department Head or City Administrator.

10.3 OVERTIME COMPENSATION

- A. Overtime compensation shall be paid at a rate equivalent to one and one-half (1 1/2) times the individual employee's straight time rate of pay.
- B. Call back overtime is defined as overtime requested of the employee after there has been a release from work by the CITY. The minimum time for which overtime shall be paid under this Section is four (4) hours on a non-workday and two (2) hours on a workday.

10.4 STANDBY / RESTRICTED STANDBY

- A. Standby - Whenever any employee is required to remain available on a standby basis, he/she shall be compensated for two (2) hours at his/her respective overtime rate of pay for each day (24 hour period) of standby duty.

Standby duty means time in excess of the official workweek during which an employee is required to return to duty when called to do so.

- B. Restricted Standby - Whenever any employee is required to remain available on a standby basis and be immediately available to a department's requirement for return to duty, he/she shall receive the minimum wage as defined within the Fair Labor Standards Act. If such standby hours exceed the employee's assigned work period, such employee may be eligible for applicable minimum wage overtime. Such employee shall have his/her regular rate of pay and standby pay calculated in accordance with the requirements of the Fair Labor Standards Act. Any standby pay shall not be less than the equivalent of two hours (2) pay at the overtime rate for a twenty-four (24) hour period.

Employees scheduled for Public Works Standby duty must be in possession of the valid State of California Water Distribution Certificate that is required for the City of Gridley's water system.

The possession of a City "pager", cell phone shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

10.5 OVERTIME MEALS

- (1) Employees who work four or more consecutive overtime hours (between the hours of 10:00 p.m. and 6:00 a.m.) shall be entitled to a meal. In the event that food is unavailable, the employee shall be provided with a voucher for a meal at a local restaurant. The value of the meal shall be in accordance with the meal allowance as stated in the City of Gridley Travel Rate Information Policy.
- (2) Payment of Meals during Local Emergencies or Extraordinary Events:
- (3) During local emergencies or extraordinary events such as floods, extended power outages or major storms, the City Administrator shall have the authority to approve employee meals in situations where it is necessary to keep the employee

on duty beyond the normal workday. Such meals shall be in accordance with the meal allowance as stated in the City of Gridley Travel Rate Information Policy.

10.6 PAID REST PERIOD

Periodically, City crews may be assigned to work an unusual number of overtime hours due to emergency conditions that require restoration of utilities or other similar situations. CITY recognizes that safety could be jeopardized if employees are required to report to work for a regular shift following such a period of extended work activity.

The onsite supervisor, shall have the authority to grant up to 4 hours of paid rest time in such situations in the interest of work safety. A department head may grant up to 8 hours of paid rest time under such circumstances. CITY reserves the right to issue guidelines for such determinations.

TITLE 11. PROMOTION AND TRANSFER

11.1 POSTING VACANCIES

When new jobs or additional jobs are created, or vacancies, other than temporary vacancies occur, which the CITY intends to fill, the CITY shall post vacancy notices on all bulletin boards and a copy shall be mailed to the UNION'S Business Representative. Vacancy notices shall be posted for a period of five (5) working days, and shall set forth the date of posting the classification and location of the job, its duties, qualifications required and the rate of pay. Regular employees may submit bids on such jobs by U.S. Mail to the CITY office and the CITY shall not consider any bids postmarked more than five (5) days from the date that the five (5) day posting period expired. In filling jobs, CITY shall give preferential consideration to employees in the order of their CITY seniority.

11.2 SENIOR MAINTENANCE WORKER

Employees, without sewer and water certificates, reclassified or promoted to the position of Senior Maintenance Worker, may, with the approval of the Director of Public Works, be given up to 12 months to secure certificates.

11.3 BYPASS FOR LACK OF QUALIFICATIONS

Notwithstanding Title 11.1, the CITY need not consider the bid of any employee who does not possess the knowledge, skill, efficiency, attitude, adaptability, ability to work with others and physical ability required for the job on which the bid is made. The CITY shall be the sole judge of the qualification. When the CITY intends to appoint an employee to a vacancy in preference to an employee with greater seniority as provided in 11.1, the CITY shall notify the UNION'S Business Representative of its intent prior to such appointments.

TITLE 12. DEMOTION AND LAYOFF

12.1 NOTICE

When it becomes necessary for the CITY to lay off regular employees, the CITY shall 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 to given.

12.2 LAYOFF

When it becomes necessary to reduce the work force, senior employees shall be retained, provided they have necessary skill and ability to perform the required work.

TITLE 13. LEAVE OF ABSENCE

13.1 ELIGIBILITY

"Leave of Absence" may be granted to regular employees by the City Administrator, or his duly authorized representative, for urgent and substantial reasons, providing that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. All applications for "Leave of Absence" shall be made in writing except when the employee is unable to do so.

13.2 PERIOD OF LEAVE

The City Administrator may grant a "Leave of Absence" without pay to a regular employee for a period not in excess of ninety (90) days. The City Council may grant an additional "Leave of Absence" without pay to such employee if his personal circumstances and his service to the CITY warrant the granting thereof.

13.3 STATUS

An employee's status as a regular employee will not be impaired by such a "Leave of Absence" and his seniority shall accrue. During the period of a "Leave of Absence," an employee's position and tour of duty will only be filled on a temporary basis.

13.4 COMMENCE AND END

A "Leave of Absence" will commence on and include the first workday on which the employee is absent and terminate with, and includes the workday preceding the day the employee returns to work. 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, on the form on which application for the leave is made.

13.5 REINSTATEMENT

Upon an employee's return to work after a "Leave of Absence" he will be reinstated to his former position and working conditions, except where there has been a reduction of forces or his position has been eliminated during said leave, he will be returned to the position he would have been had he not been on a "Leave of Absence."

13.6 TERMINATION OF SERVICE

A. If an employee fails to return to work on the first working day after the expiration of his "Leave of Absence," he will be deemed to have resigned from employment with the CITY and his employment will terminate, provided, however, that the City Administrator may, for good cause shown, authorize an additional five (5) days extension of the "Leave of Absence" provided that application for such extension is made prior to the expiration of his "Leave of Absence."

B. Any employee who accepts gainful employment while on "Leave of Absence," terminates his employment unless such employment is approved by the CITY.

13.7 CITY "LEAVE OF ABSENCE"

Members of UNION who are temporarily or permanently appointed to positions within the CITY, but outside the jurisdiction of the UNION, shall at their request, receive "Leaves of Absence" for periods not to exceed one (1) year. An employee who is granted such a "Leave of Absence" shall continue to accrue seniority, and retain the right to return to his previous classification. However, should the employee successfully seek employment within the jurisdiction of the UNION after his "Leave" expires, he shall suffer loss of seniority for job bidding purposes only. He shall work within the jurisdiction of UNION for a period equal to the time he was outside of the UNION jurisdiction to receive his job bidding seniority.

13.8 MILITARY "LEAVE OF ABSENCE"

An employee who leaves his employment with the CITY to enter the Military service or other service where his rights are protected by Federal and State law, shall be granted a "Leave of Absence" under the provision of Section 13.1 to 13.6, inclusive. Upon qualifying for reemployment under any such law, and being reemployed, he will be granted a further retroactive "Leave of Absence" to cover the balance of his absence.

13.9 NATIONAL GUARD

An employee attached to the National Guard or Military Reserves who is required to participate in the annual training encampment, reserve meetings, and/or is called to active duty, shall be so compensated up to thirty (30) calendar days and shall be given up to one hundred eighty (180) days of "Leave of Absence," provided the employee has at least one (1) year of service. Employees shall be placed on "Leave of Absence" only upon receipt of the Order to Duty.

13.10 FUNERAL LEAVE

A. A regular employee shall be granted time off with pay to attend the funeral of a member of the immediate family. The immediate family shall be limited to: employee's spouse, parents, grandparents, children, grandchildren, brothers, sisters, brother-in-law, sister-in-law, father-in-law, and mother-in-law. Funeral leave shall consist of up to three (3) working days per occasion. In other cases, the City Administrator may approve paid funeral leave.

B. Employees who have not attained regular status shall be allowed time off with pay, as provided for in "A" above.

13.11 JURY DUTY

Employees called for jury duty, grand jury trial, or inquest shall be granted the necessary time off for this purpose under the following conditions: A regular employee called for jury duty, grand jury trial, or inquest shall be compensated by the CITY for the difference between his regular wages and any compensation received as a juror. Expenses and travel allowances which are not taxable and payment for jury duty on non-workdays will not be included in computing the remuneration received from the Court.

13.12 BENEFITS WHILE ON LEAVE

An employee on "Leave of Absence" as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee, may, however, at his option and expense, maintain his group insurance coverage providing the full monthly premium is received in the Finance Department of the CITY 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 a result of exhaustion of sick leave benefits, an employee's group insurance may be maintained for up to three (3) calendar months on the normal premium-sharing formula, providing the employee pays his share of the premium on a timely basis.

13.13 APPLICATION

This Title applies to any and all employees on "Leave of Absence" as of the effective date of this Agreement.

TITLE 14. SICK LEAVE

14.1 ACCUMULATION

Regular employees shall earn sick leave at a rate of eight (8) hours per calendar month of service or pro-rata portion. There shall be no limit to the accrual of unused sick leave.

14.2 ALLOWANCE

Sick leave shall be allowed for an absence due to a bona fide illness, off duty injury, or confinement for medical treatment. A Doctor's certificate, showing proof of illness may be required by the CITY only when abuse of sick leave is suspected.

14.3 WORKERS' COMPENSATION

If an employee is injured on the job, and is receiving benefits under Workers' Compensation Act, he shall be allowed to use his unused leave benefits in an amount sufficient to provide wages equal to his salary as if he was normally employed. This provision will cease when the employee's leave benefits are exhausted.

TITLE 15. HOLIDAYS

15.1 HOLIDAY ENTITLEMENT

The following are guaranteed holidays for which all regular and probationary employees will be entitled to time off with pay:

- | | |
|--------------------------------------|---------------------------------|
| 1) New Year's Day | January 1 |
| 2) President's Day | Third Monday in February |
| 3) Memorial Day | Last Monday in May |
| 4) Independence Day | July 4 |
| 5) Labor Day | First Monday in September |
| 6) Thanksgiving Day | Designated Thursday in November |
| 7) Day after Thanksgiving | |
| 8) Last Working Day before Christmas | |

- 9) Christmas Day December 25
- 10) Last Working Day before New Year's Day
- 11) Floating Holidays (3)

15.2 SATURDAY AND SUNDAY HOLIDAY

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the Holiday. When any of the above Holidays falls on a Saturday, the employee shall receive the preceding normal workday off with pay. Other provisions for observing Holidays may be agreed to my mutual consent of the parties.

15.3 WORK ON HOLIDAYS

- A. In the event a Holiday, as listed above, shall fall during an employee's vacation period, he shall either receive an extra day of vacation with pay, or an extra day's pay, with the mutual consent of the employee and immediate supervisor.
- B. Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event such employee will, in addition to his holiday pay, be compensated at his appropriate overtime rate of pay for all hours worked on said Holiday.

TITLE 16. VACATIONS

16.1 VACATION ALLOWANCE (Effective January 1, 2002)

- A. Each regular employee in the classified service shall be entitled to earn vacation.

B.

<u>LENGTH OF SERVICE</u>	<u>ANNUAL RATE IN HOURS</u>	<u>MAXIMUM ACCRUAL</u>
Less than five (5) years of continuous employment.	80 hours per year	160hours
Beginning of the 6 th year to the end of the 10 th year. and of continuous service	120 hours per year	240 hours
Beginning of the 11 th year	160 hours per year	320 hours

to the end of the 20th year.

Beginning of the 21st year 200 hours per year 400 hours
and up of continuous employment.

- C. Vacation Accumulation – Earned vacation is credited monthly at rates that are based upon length of continuous employment. Effective July 1, 2003 and thereafter, on a monthly basis, an employee who has exceeded the maximum vacation accrual (for his or her length of employment) will be ineligible to earn additional vacation credit. Monthly vacation accrual would resume after the accumulated balance is reduced below the maximum accrual.
- D. Employees shall utilize a minimum of eighty (80) hours of accrued vacation time in the last twelve months from June 1st each year. Upon meeting this condition, the employee may choose to receive the balance of their respective calendar year vacation accrual as pay, (not to exceed eighty (80) hours) provided the employee submits such request in writing to the Finance Director on or before June 1st each fiscal year, and such request is approved by the City Administrator. The City Administrator shall have sole authority for approving, denying or paying a portion of the vacation balance.

16.2 SICK LEAVE

The CITY shall not require an employee to take vacation in lieu of sick leave or leave of absence due to illness.

16.3 UNUSED VACATION

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

TITLE 17. MISCELLANEOUS

17.1 ANTI-ABROGATION

The City shall not, by reason of the execution of this Agreement, abrogate or reduce the scope of any present plan, rule or any item which is subject to the Meet and Confer process of the Meyers-Milias-Brown Act, which is not specifically covered by this Agreement.

17.2 FLEXIBLE WORK SCHEDULE

It is the policy of the City of Gridley to encourage members of the IBEW bargaining unit to pursue higher education. The City will, where such modifications can be reasonably accommodated, authorize a flexible work schedule to allow attendance at classes. The modified work schedule must be approved by the Department Head and the City Administrator.

17.3 PLANT OPERATOR POSITION

The City has established the classification of **Plant Operator**. The position will be filled on an assignment basis rather than as a permanent reclassification. The salary for this position will be the equivalent of the Senior Maintenance Worker with assignment pay plus the appropriate certificate pay. The assignment will go into effect when the current individual receiving assignment pay has earned the three qualifying state certifications.

17.4 SENIOR ELECTRICAL LINE WORKER POSITION

The City has established the classification of Senior Electrical Line Worker. This position assumes supervisory responsibilities during the absence of the Electrical Superintendent. This position is compensated at 5% above the Electrical Line Worker position.

17.5 TRAINING

The CITY encourages employees to improve their job skills by participating in courses directly related to work activities. A well trained workforce benefits both the employer and employee. The employer benefits by having a qualified workforce. Employees, in some cases, can qualify for additional compensation for earning specific job related certificates.

This includes correspondence courses for water and wastewater certificates and classroom training conducted at off site locations, that may require overnight travel. This does not apply to

training provided during the normal work day within the City of Gridley or within a distance that does not require an overnight stay.

1. Authorization for training requires prior approval by CITY.
2. For approved training, CITY will pay for registration, books, and materials.
3. Employees are not compensated for study time.
4. During training days, employee will receive straight regular time, not to exceed 8 hours per day. Training varies by course, which may be more or less than an 8 hour day.
5. If training is offered on a non-work day, Department Head may authorize a temporary modification of work schedule before or after training so as to minimize impact on employee. (ie: If, for example, training occurs on a Saturday, work schedule may be temporarily modified, by providing for a Monday off).
6. No compensation for travel time, unless during normal working hours.
7. If required, City will pay travel expenses (including lodging, mileage, transportation, and per diem according to CITY travel policy). Payment for such travel is based on State of California Travel policy.)

17.6 TUITION REIMBURSEMENT

All personnel covered by this agreement shall be eligible for educational cost reimbursement for job related college level courses taken outside of regular work hours. Classes shall be subject to prior approval by the City Administrator. The cost shall not exceed the equivalent cost of registration or tuition for one individual taking 1 class at Chico State University per semester (up to two semesters per year). The individual shall be responsible for additional costs for books, etc. Reimbursement is to be made following satisfactory completion of class with a grade of 2.0 or above on a 4 point scale.

TITLE 18. BENEFITS

18.1 HEALTH INSURANCE

Upon separation from employment, unexpended balances in an employees Cafeteria Benefit Account, revert to the City, unless a transfer request is made to ICMA-

RC prior to retirement and accepted by ICMA-RC for unexpended balances to be deposited to an active Retirement Health Savings Plan. Any funds not requested for reimbursement (for costs incurred during the term of employment) within thirty days of separation are forfeited.

Following is a listing of benefits and their availability upon retirement. This listing is not exhaustive and is only provided as a guide relating to sick and vacation accruals (if any) and remaining balances in the cafeteria plan (if any). Where known, other benefits that extend beyond the retirement date of the employee are also included (dental and health insurance).

- Vacation: Balances available at the time of retirement fully accrue to the retiring employee. The employee, at their option, may apply the value equivalent of the vacation accrual to the following:
 1. “Cash out” the value of the vacation accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.
 2. Request the City, through an ICMA-RC form to contribute the value of the vacation accrual to the employee’s existing Retirement Health Savings Plan. This would apply to anywhere between 0% and 100% of the available balances.
 3. The employee may utilize both 1 & 2 above in any combination but only up to the total available accrual at the time of retirement for the employee.
- Sick Leave: Balances are available to the employee only upon the retirement into the CalPERS retirement system within 120 days of retirement from the City. If the employee retires from the City to CalPERS retirement in this time, the following options are available to the employee:

1. “Cash out” the value of the sick leave accrual, less any applicable taxes and deductions. This would apply to anywhere between 0% and 100% of available balances.
 2. Request the City, through an ICMA-RC form to contribute the value of the sick leave accrual to the employee’s existing Retirement Health Savings Plan. This would apply to anywhere between 0% and 100% of the available balances.
 3. Request the City, through a CalPERS form, to convert the sick leave accrue to service credits at the per hour equivalent described by CalPERS. This would apply to anywhere between 0% and 100% of the available balances.
 4. The employee may utilize 1, 2 & 3 above in any combination but only up to the total available accrual at the time of retirement for the employee.
- Dental insurance: The employee, upon separation, may apply with the City for COBRA benefits for dental insurance. The payment of insurance premiums would be the obligation of the employee upon retirement at the rate described in COBRA for a period of up to 18 months (the available time period is also described by COBRA).

Health Insurance: The employee, upon separation, and not more than 120 days following separation, may apply to CalPERS to continue health insurance coverage available through CalPERS. The employee would be required to pay their portion of the health insurance premium then in existence via a reduction in their monthly retirement direct deposit payment. The City’s premium obligation would be paid as part of it’s monthly health premium payment for employees and retirees. Any proof of eligibility requirements, required forms or other contact with CalPERS would be the obligation of the employee.

City shall contribute 100% of the premium cost for the CalPers Blue Shield HMO Plan for employee and dependents. The City's total contribution toward the 2010 CalPers Blue Shield HMO Plan shall be as follows:

1. Employee: \$586.02
2. Employee plus one dependent: \$1,172.04
3. Employee plus two or more dependents: \$1,523.65

Health insurance premiums beginning January 1, 2011, shall be as follows:

1. Employee: \$685.67
2. Employee plus one dependent: \$1,371.34
3. Employee plus two or more dependents: \$1,782.74

(If any changes occur during the term of this MOU as provided by PERS, the then implemented amounts would replace the amounts identified in the above schedule.)

Effective with the first pay period in January 2011, employees shall pay the following dollar amounts toward their health insurance premiums, by having such amounts deducted from the employees' paycheck.

Employee: \$25.00 month
Employee + One: \$50.00 month
Employee + Family: \$75.00 month

Effective first pay period January 2012:

Employee: \$50.00 month
Employee + One: \$75.00 month
Employee + Family: \$100.00 month

Employees shall be responsible for any premium contributions in excess of the Blue Shield premiums for employee and/or dependents. Union and CITY agree that CalPers Blue Shield HMO Plan shall be the base plan for purposes of identifying health plan premium contributions.

The City shall contribute any excess Blue Shield HMO premium savings to the employee through payroll, or to one of the City's tax deferred IRS plans provided herein.

In Lieu Health Plan Contributions

Any employee who elects to submit a written request to waive health insurance coverage may do so provided they have proof of other health insurance coverage. Such employee shall have fifty-percent (50%) of the City's contribution allocated to employee's payroll or to one of the City's tax deferred IRS plans provided herein. An employee may opt out of health coverage only during the regular PERS open enrollment period.

IRS 125 Plan/105 Health Savings Accounts

CITY and Union agree to convert the current "cafeteria benefit plan", PERS health insurance premium plan, and the current Health Savings Plan to be consistent with applicable Internal Revenue Services' (IRS) regulations. CITY and Union agree to maintain the same level of contributions for each employee as such contributions exist for such employee at the time of conversion to the new plan. Such contributions may be designated by the employee to be paid as salary, or to the extent provided by applicable IRS regulations, directed to the 105 plan, or the City's 457 ICMA-RC Plan beginning with the first pay period in February 2010. Such designation may not be made more than once each year during the month of December for implementation during the first pay period in January of the following year.

To the extent provided by the applicable IRS regulations, an employee shall have the option to designate salary to the IRS Section 125 Plan during open enrollment for such plan.

To the extent provided by the applicable IRS regulations, the City shall allow employees to "roll over" any existing balances in their "cafeteria plan" accounts as of January 31, 2010 to the City's IRS 105 plans, or the City's IRS 457ICMA-RC plan provided employees do so no later, than the first pay period in February 2010.

CITY and Union agree that it is their intent not to increase CITY costs or reduce the current City contributions made on behalf of each employee on the date of conversion.

18.2 DENTAL PLAN

Effective July 1, 2005, the CITY agrees to provide and maintain a Group Dental Insurance Program at a mutually agreed upon level of benefits and the CITY shall pay 100% of the costs for such coverage for fiscal years 2005-2006, 2006-2007, 2007-2008 and 2008-2009. The City shall provide the above coverage for the employee and his/her dependents.

18.3 LIFE INSURANCE, LONG TERM DISABILITY

The CITY shall provide and maintain group life insurance with accidental death and dismemberment benefits. The basic life insurance amount is \$50,000 for all employees and \$5,000 for dependents. The premium shall be paid for by the CITY. In addition, CITY will provide a Standard Insurance Company long-term disability plan having a 90-day elimination period during the term of this Agreement, the full cost of which shall be borne by the CITY.

18.4 COMPUTER LOAN FUND

The City of Gridley has established a computer purchase loan program for its employees. The City encourages the use of computers by employees, where such use will result in a more efficient use of time and an improved work product. City personnel will have the opportunity to

acquire desktop and laptop computers **and accessories** that will enhance their personal and professional skills.

Participation in the loan program is voluntary and subject to the following conditions:

a) Eligible employees may receive a loan of up to \$2,000 (Two Thousand Dollars) for the purchase of a computer (desktop or laptop), printer, **digital camera**, software **and other related equipment as provided under the minimum standards as defined under City policy**. The specific items to be purchased must be approved in advance by the City Administrator **(or his designee)**.

b) The equipment must meet minimum standards established by the City:

Minimum standards are subject to revision by the City as necessary to maintain current technology. Revision to the standards will be via changes to City policy approved by City Council.

c) The term of the loan shall be 24 months and interest free. The loan repayment schedule shall start with the payroll period following the month in which the City paid for the equipment.

d) The Finance Department will deduct payments from the employee's paycheck in equal installments. The employee may make payments in excess of the minimum necessary to satisfy the loan in 24 months.

e) The loan agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The loan agreement is included in the City policy and may be changed immaterially from time to time based on the circumstances of a particular loan.

f) The Security Agreement, included as an exhibit in the original 1998 Resolution approving the loan program must be signed. The Security Agreement is included in the City policy and may be changed immaterially from time to time based on the circumstances of a particular loan to adequately identify the security of the loan.

- g) The Computer Loan Program was originally incorporated into the MOU between the City and IBEW in the 1998-1999 fiscal year and was previously included as Exhibit C of the 2001-2005 MOU.

TITLE 19. RETIREMENT

19.1 SICK LEAVE PAY-OFF

Sick leave which has been accumulated during an employee's tenure with the CITY, shall be reimbursed to the employee at the current rate, at the time of retirement, upon his retirement for service under P.E.R.S.

19.2 PUBLIC EMPLOYEES RETIREMENT SYSTEM (P.E.R.S.)

The CITY shall provide and maintain for all employees the State of California Public Employees Retirement System Program. The Plan shall be 2% at 55, pursuant to Section 21251.132 of the California Public Employees' Retirement Law, and shall include the following benefits and conditions:

A. The CITY will fund 100% of the miscellaneous members contribution (7%) for employees hired prior to July 1, 2010.

B. For employees hired on or after July 1, 2010, the City shall not make any miscellaneous members contribution toward the employees PERS obligation .

The City shall pay three and one-half percent (3.5%) of the employee's PERS obligation when the employee completes 120 months of continuous service with the City of Gridley.

C. The CITY agrees to make available for all employees the Military Service Credit Option. The Plan is described in Section 20930.3 of California Public Employee's Retirement Law. The cost of implementing the Military Service Credit Option will be the sole responsibility of the employee.

D. The City has implemented the retirement benefit known as Employer Paid Member Contribution (EPMC), as described in Section 20636 (c) of the Government Code for employees hired prior to July 1, 2010. For employees hired on or after July 1, 2010 such EPMC shall not be provided by the City.

E. For employees hired prior to July 1, 2010. The City has implemented the retirement benefit known as “Final Year Compensation”, as described in Section 20042 of the Government Code. Employees hired on or after July 1, 2010 shall not be eligible for “Final Year Compensation”, such employees shall have applied the PERS formula of 36 highest paid consecutive months by amendment to the CalPers Agreement .

19.3 DEFERRED COMPENSATION PROGRAM

The CITY has established for all employees voluntary participation in qualified 457 Deferred Compensation programs. Eligible employee(s) who decline medical coverage, shall be entitled, in lieu of CITY paid medical coverage, amounts as specified in Section 18.4(B) and 18.4(D) deposited by the CITY into their Cafeteria Plan account.

19.4 ICMA RETIREMENT HEALTH SAVINGS PLAN

The CITY agrees to implement the ICMA Retirement Health Savings Plan.

TITLE 20. TERM OF AGREEMENT

20.1 TERM

This agreement shall take effect on July 1, 2010 , and shall continue in full force and effect through June 30, 2012, and thereafter from year to year, unless written notice of intent to modify shall be given by either party to the other sixty (60) days prior to the end of the current year.

20.2 CHANGES TO MOU

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.

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GRIDLEY AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2010.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245

CITY OF GRIDLEY

- 1. _____
Mike Davis, President
- 2. _____
Perry Zimmerman, Business Manager
- 3. _____
Ray Thomas, Business Representative

- 1. _____
Rob Hickey, City Administrator
- 2. _____
Karin Helvey, Finance Director

NEGOTIATING COMMITTEE MEMBERS

- 1. _____
Elisa Arteaga
- 2. _____
Ross Pippitt
- 3. _____
Scott Taylor

APPROVED AS TO FORM

Brant J. Bordsen, City Attorney