

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF VACAVILLE  
AND  
VACAVILLE MANAGERS ORGANIZATION**

**July 1, 2018– October 31, 2019**

**Table of Contents**

Section 1. Recognition .....4

    1.1 Employee Organization Recognition .....4

    1.2 City Recognition .....4

Section 2. VMO Security .....4

    2.1 Dues Deduction .....4

Section 3. VMO Representatives .....5

Section 4. Safety .....6

Section 5. Use of City Facilities .....6

Section 6. City Rights .....6

Section 7. Employees Rights .....6

Section 8. No Discrimination .....6

Section 9. Hours of Work .....7

    9.1 Regular Workweek and Regular Workday .....7

    9.2 Assignment to Regular Workweek .....7

    9.3 Modified and Reduced Work Schedules .....7

Section 10. Overtime Pay .....7

    10.1 Authorization .....7

    10.2 Definition .....7

    10.3 Compensatory Time .....8

    10.4 Administrative Leave .....8

    10.5 Call Back .....8

    10.6 Standby .....9

Section 11. Salaries .....9

    11.1 Rates of Pay .....9

    11.2 Performance Awards .....9

    11.3 Acting Pay .....9

Section 12. Health and Welfare .....10

    12.1 Health Insurance .....10

    12.2 Dental Insurance .....10

    12.3 Vision Insurance .....10

    12.4 Life Insurance .....10

    12.5 Long Term Disability .....11

    12.6 Short-Term Disability .....11

12.7 Section 125 Plan .....11

12.8 Employee Assistance Plan.....11

12.9 Double-coverage “Opt Out” .....11

12.10 Retiree Medical Trust/Other Post-Employment Benefits (OPEB).....11

12.12 Termination of Contributions .....11

12.13 Postretirement Health Benefits .....11

Section 13. Retirement Plan .....12

13.1 PERS Retirement .....12

13.2 Deferred Compensation .....13

Section 14. Holidays.....13

14.1 Holidays .....13

14.2 Saturday and Sunday Holidays.....14

14.3 Floating Holiday .....14

Section 15. Vacation .....14

15.1 Vacation Benefits .....14

15.2 Vacation Accrual Authorization .....14

15.3 Vacation Accrual Cap .....15

15.4 Vacation at Termination .....15

15.5 Vacation Usage .....15

15.6 Vacation Cash Out .....15

Section 16. Sick Leave .....15

16.1 Benefits .....15

16.2 Notification Requirement .....16

16.3 Certificate .....16

16.4 Sick Leave and Workers’ Compensation .....16

16.5 Use of Sick Leave and Vacation .....16

16.6 Sick Leave Accumulation.....16

16.7 Sick Leave at Retirement or Death .....16

16.8 Sick Leave Incentive .....16

16.9 Family Care Leave/AB 1522 (Healthy Workplace Healthy Family Act) .....17

Section 17. Leaves of Absence.....17

17.1 Leave Without Pay .....17

17.2 Jury Duty .....17

17.3 Military Leaves of Absence .....17

17.4 Family Medical Leave Act .....18

17.5 Industrial Disability Leave .....18

17.6 Bereavement Leave .....18

17.7 Catastrophic Leave Program.....18

Section 18. Probationary Period.....20

Section 19. Layoff and Re-employment.....20

19.1 Layoff .....20

19.2 Order of Layoff.....20

19.3 Notice of Layoff.....20

19.4 Transfer in Lieu of Layoff .....21

19.5 Benefit Eligibility .....21

19.6 Re-employment of Laid-Off Employees and Placement of Transferees Who Accepted Limited Term Positions in Lieu of Layoff .....21

Section 20. Disciplinary Action Up To and Including Dismissal.....22

Section 21. Grievance Procedure.....23

Section 22. Personnel Files .....25

Section 23. Outside Employment .....25

Section 24. Miscellaneous .....25

24.1 Protective Clothing and Equipment.....25

24.2 License and Certification Fees .....26

24.3 Expense Reimbursement .....26

24.4 Tuition Reimbursement .....26

24.5 Substance Abuse Policy .....26

24.6 Vehicle Assignment and Mileage/Expense Allowance .....26

24.7 Yearly Performance Evaluation Process .....26

24.8 Bilingual Pay.....27

24.9 Uniform Allowance .....27

24.10 Classification Review .....27

24.11 Safety – No Lost Time Accident Award .....27

24.15 Certified Access Specialist.....27

Section 25. Temporary Modified Light Duty Assignments .....28

Section 26. Cooperative Committee Meetings.....28

Section 27. Separability of Provisions.....28

Section 28. Past Practices and Existing Memoranda of Understanding .....29

Section 29. Duration .....29

APPENDIX A .....30

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CITY OF VACAVILLE**  
**AND**  
**VACAVILLE MANAGERS ORGANIZATION**  
**Council Approved August 14, 2018**

---

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the VMO bargaining unit and the City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending October 31, 2019.

## **Section 1. Recognition**

### **1.1 Employee Organization Recognition**

Vacaville Managers Organization, VMO, hereinafter referred to as the "VMO", is the recognized employee organization for the classifications listed in Appendix A, certified pursuant to Resolution No. 2008-92.

### **1.2 City Recognition**

The City Manager or any person or organization duly authorized by the City Manager, is the representative of the City of Vacaville, hereinafter referred to as the "City".

## **Section 2. VMO Security**

### **2.1 Dues Deduction**

- A) Payroll deduction for membership dues is granted by the City only to VMO.
- B) The following procedures shall be observed in the withholding of employee earnings:
  - (1) Payroll deductions shall be for a specific amount and uniform as between employee members of VMO and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form.

- (2) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee in accordance with paragraph (7). Employees may authorize dues deductions only for VMO certified as the recognized representative of the unit to which such employees are assigned.
- (3) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by VMO as the person authorized to receive such funds at the address specified.
- (4) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over VMO dues deduction.
- (5) VMO shall file with the City Manager an indemnity statement wherein VMO shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of VMO dues collection or premiums for VMO sponsored benefits. In addition, VMO shall refund to employees any amounts paid to it in error upon presentation of supporting evidence.
- (6) Once per year the City shall provide VMO with a list of all current employees in the unit represented by VMO, including the employee's name, address, classification, and salary range.
- (7) Employees may cancel their dues deduction in the thirty (30) days following the signing of this contract and in the thirty (30) days following January 1 of each calendar year by notifying VMO and the City in writing.

### **Section 3. VMO Representatives**

City employees who are official representatives of VMO shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of business time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused absence to their Supervisor, with an information copy to their respective department heads and the Director of Administrative Services, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

Reasonable access to employee work locations shall be granted officers of VMO and their officially designated representatives for the purpose of processing grievances or contacting members of VMO concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. VMO membership activities shall not be conducted during work time.

## **Section 4. Safety**

The City and its employees, while working, will follow OSHA safety regulations.

## **Section 5. Use of City Facilities**

City employees or VMO or their representatives may, with the prior approval of the City Manager, be granted the use of City facilities during non-work hours for meetings of City employees, provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City may waive the requirement that the request be in writing.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

## **Section 6. City Rights**

The rights of the City through its Council and management include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

If, in the exercise of City rights, there is an impact that falls within the scope of bargaining, the City will meet and confer with VMO, if so requested, after notice by the City to VMO.

## **Section 7. Employees Rights**

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment except, however, that scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City management, as allowed by statute and judicial decisions. No employee shall be interfered with, harassed, intimidated, restrained, coerced or discriminated against by the City management or by any employee organization because of the employee's exercise of these rights.

The City shall not discourage membership in the VMO nor encourage membership in any organization.

## **Section 8. No Discrimination**

The City shall follow all applicable state and federal laws relative to non-discrimination and applicable state laws relative to protection of collective bargaining activities.

## **Section 9. Hours of Work**

### **9.1 Regular Workweek and Regular Workday**

The regular workweek shall consist of forty (40) hours, eight (8) hours a day, five (5) days a week or thirty-seven point five (37.5) hours, seven point five (7.5) hours a day, five (5) days a week based on classification. For the purpose of payroll, each workday commences at 00:01 A.M.

### **9.2 Assignment to Regular Workweek**

The assignment of regular work hours shall be at the discretion of the employee's supervisor in keeping with the best interests of the City while taking into account the needs of the employee.

An employee, whose hours of work are changed, will be given as much notice as possible of the change in the hours.

### **9.3 Modified and Reduced Work Schedules**

Modified Work Schedules may be implemented and continued at the discretion of the Department Head, with the concurrence of the City Manager, if they are consistent with operational needs. Modified Work Schedules take the form of "flextime" or alternative work schedules, in which the standard workday hours are modified but the total hours in the normal work period remain the same.

Limited Term Reduced Work Schedules may be requested by a regular full-time non-probationary employee with a minimum of one year of continuous full-time service with the City. Such schedules may be implemented and continued at the discretion of the Department Head, if they are consistent with operational needs, maintain customer service, and do not result in increased operating costs. All Limited Term Reduced Work Schedules are made for an established time period and are subject to Department Head review at regular intervals during that period to determine continuance.

Limited Term Reduced Work Schedules take the form of voluntary reduced work time, in which an employee in a full-time budgeted position requests a limited term reduction in total compensation in exchange for a corresponding percentage reduction in the normal scheduled workweek. Employees must be scheduled for a minimum of twenty (20) hours per week.

Employees on Limited Term Reduced Work Schedules shall be required to sign an agreement approved by the Director of Administrative Services detailing the specific conditions and restrictions of the arrangement. Employees on Limited Term Reduced Work Schedules continue to be paid on a salary basis.

## **Section 10. Overtime Pay**

### **10.1 Authorization**

All overtime worked by employees in the bargaining unit, who are not exempt from FLSA, must be approved in advance by the City Manager or where the authority has been delegated, by the City Manager's representative.

### **10.2 Definition**

Any authorized time worked for FLSA covered employees in excess of the employee's regular workweek or workday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.



### **10.3 Compensatory Time**

Overtime will be granted at time and one-half for all hours worked in excess of the normal workday and workweek. Compensatory time off, at the time and one-half rate, may be granted in lieu of pay at the employee's request and with the approval of the supervisor. Only non-FLSA exempt employees are eligible for compensatory time.

Compensatory Time shall be accumulated in a separate bank with a maximum balance of one hundred (100) hours. Any leave that exceeds this maximum balance will be cashed out. The maximum accumulation of Compensatory Time off is measured at each pay period and is not based on a calendar or fiscal year.

An employee may elect to cash out up to one hundred percent (100%) of his/her accumulated balance of Compensatory Time once each year, to be paid out in November. An election form will be sent to eligible employees showing their Compensatory Time Balance in early October. Employees must elect whether or not they want Compensatory Time cash out and how much. The election form must be returned to Human Resources by October 31st. The Compensatory Time will be paid out in the November 15th paycheck.

The City shall not require employees to use Compensatory Time off prior to use of vacation.

### **10.4 Administrative Leave**

Management classifications that are FLSA exempt listed in Appendix A with an asterisk (\*) are eligible to receive administrative leave.

Administrative leave shall be accrued per pay period at the rate of eight (8) days (60 hours for employees working 7.5 hour days, and 64 hours for employees working 8 hour days and above) per year.

Employees who demonstrate additional productivity in their work each year, subject to annual Department Head approval, are eligible for two (2) additional days (16 hours for employees working 8 hour days and 15 hours for employees working 7.5 hour days) pay or administrative leave. Examples of productivity would include design and implementation of methods to improve effectiveness and efficiency in the organization, meeting stated goals and objectives from the previous year, measured by regularly tracking costs, output and operating practices within their professional and technical areas. The number of additional days of administrative leave shall be pro-rated for employees who have not worked the full preceding calendar year.

An election form will be sent to eligible employees showing their administrative leave balance (including any additional days awarded by their Department Head) in November of each year. Employees must elect whether or not they want administrative leave cash-out and how much. The election form must be returned to Human Resources by December 1st. The administrative leave will be paid out in the December 15th paycheck.

Administrative leave will be kept in a separate Administrative Leave Bank with a maximum balance of one hundred (100) hours. Any leave that exceeds this maximum balance will be cashed out.

### **10.5 Call Back**

If a non-exempt employee is called back to work after the employee's regular work hours, or called back on a day when the employee is not scheduled to work, or is subpoenaed to appear in court on City business when the employee is not scheduled to work, the employee shall, upon reporting, receive a minimum of two (2) hours work, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at time and one-half (1-1/2). This provision does not apply to instances in which the employee is called to

report before the employee's regular starting time and has worked from the time the employee reports until the employee's regular starting time.

## 10.6 Standby

In the Departments of Public Works and Utilities, standby for non-exempt employees may be scheduled by the Department Head to address emergency situations. The City shall pay three (3) hours at time and one-half (1½) rate per twenty-four (24) hour period for standby time. The minimum call-back shall be one (1) hour for personnel on standby under this section. More than one work assignment may be delegated once the call-back has been enacted.

## Section 11. Salaries

### 11.1 Rates of Pay



The monthly salary ranges for the represented classifications shall be as indicated in Appendix A.

Effective July 1, 2018 – 3.0% COLA

Effective July 1, 2018 – the following equity adjustments:

- Chief Plant Operator – Water – 7.57%
- Chief Plant Operator – Wastewater – 7.57%
- Wastewater Plant Supervisor – 7.57%

### 11.2 Performance Awards

As of January 2016, Performance Awards will be eliminated.

The 2015 Performance Award earned shall be paid in February 2016.

### 11.3 Acting Pay

All out-of-rate (OOR) assignment requests shall be submitted in writing to the Human Resources Division for approval, with a detailed listing of higher level or full scope duties to be performed. No out-of-rate assignment shall exceed one (1) year in duration.

#### Higher Level Duties (5%)

An employee who is temporarily assigned by the Department Head to perform higher level duties at least 30% of their work time, shall receive five percent (5%) above the employee's base pay for all work performed in that capacity effective the date of the assignment. If the work is sporadic in nature, the 5% out-of-rate pay shall be granted only for the time performing the higher level duties. An employee assigned to do higher level duties shall not be required to meet the Minimum Qualifications (MQ's) as stated in a class specification for any specific job, as the duties may or may not be from one particular job, they must simply be of a higher level than that in which the employee is currently classified.

Time spent working in a higher level (5%) out-of-rate capacity shall not be counted as fulfilling any future probationary period.

**Full Scope of Vacant Position (10%)**

An employee who is temporarily assigned by the Department Head to act in the capacity of his/her direct supervisor's vacant\* position, shall receive ten percent (10%) above the employee's base pay for all work performed in that capacity effective starting one (1) month after the assignment. The employee must meet the minimum qualifications of the position at time of assignment and must be performing the full scope of duties.

An employee working in a full scope out-of-rate (10%) assignment for a period of 12 months and subsequently reclassified or promoted into the position, shall not be required to complete a probationary period for the position.

\*A vacant position may include situations where the supervisor has left employment or retired, is out on an extended leave (and may/may not return) or has been reassigned temporarily to another position.

**Section 12. Health and Welfare****12.1 Health Insurance**

The City will contribute eighty-five percent (85%) of the Kaiser Bay Area premium cost for the selected plan level (single, double, family), with the balance to be paid by the employee on a pre-tax basis. An employee selecting a non-Kaiser plan, shall receive the same City dollar contribution as an employee selecting the Kaiser plan, but in no event shall the contribution exceed 100% of the plan premium cost.

**12.2 Dental Insurance**

The City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Dental premiums for the selected plan level (single, double, family). Effective with plan year beginning January 1, 2019 dental annual maximum benefit equals \$2,500, orthodontic lifetime maximum equals \$2,500 (including adult orthodontics).

The City reserves the right to switch the dental care program and/or provider. The City will discuss such change with VMO.

**12.3 Vision Insurance**

The City will contribute an amount sufficient to cover one hundred percent (100%) of the cost of Vision premiums for the selected plan level (single, double, family). Effective with plan year beginning January 1, 2019 vision benefit includes annual lens allowance (glass and contact).

**12.4 Life Insurance**

The City shall provide a life insurance policy in the amount of \$150,000.

The City shall make available the opportunity for full-time employees to purchase additional term life insurance for themselves (up to \$500,000), their spouses (up to \$250,000) and their dependents through a vendor specified by the City. Purchase of additional life insurance and/or spousal and dependent life insurance shall be voluntary. Election shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction.

## 12.5 Long Term Disability

The City provides a LTD policy, with a 90 day waiting period, 60% of salary maximum \$10,000, to normal retirement age.

## 12.6 Short-Term Disability

The City does not currently participate in the State's Short Term Disability program (SDI). The City shall make available the opportunity for full-time employees to purchase Short Term Disability through a vendor specified by the City. Purchase of Short Term Disability insurance shall be voluntary. Elections shall be allowed upon hire and during open enrollment once per year as determined by the City. Premiums shall be paid through payroll deduction. Benefit duration will be ninety-one (91) days and a maximum weekly benefit amount of \$2,500.

## 12.7 Section 125 Plan

The City will maintain a plan whereby employees may elect to voluntarily contribute to a dependent care assistance program (as prescribed by and within the meaning of Section 125 of the Internal Revenue Code) or an employee welfare benefit plan that provides for health benefits (which are 'qualified benefits' within the meaning of Section 125 of the Internal Revenue Code). Such contributions shall be made solely from pre-tax payroll deductions, with no contribution from the City.

## 12.8 Employee Assistance Plan

The City has an Employee Assistance Plan available to all bargaining unit employees. The City will provide the service through an independent contractor. Any change in provider or program will be considered by an employee assistance program advisory committee, on which VMO is represented.

## 12.9 Double-coverage "Opt Out"

Employees currently receiving the waiver (opt-out) incentive will be changed from a deferred compensation contribution to a \$125 per pay period cash benefit effective on the August 31<sup>st</sup>, 2018 paycheck and will be grandfathered into the benefit. No new enrollments will be allowed into the waiver (opt-out) benefit effective July 1, 2018. If a grandfathered employee enrolls in City medical, therefore forfeiting their waiver benefit, they will not be able to opt back in at a later date.

## 12.10 Retiree Medical Trust/Other Post-Employment Benefits (OPEB)



The City established a Trust for purposes of funding City-wide retiree health care costs. Each employee will make direct contributions to the trust in the amount of fifty dollars (\$50.00) per month on a pre-tax basis.

## 12.12 Termination of Contributions

Employee contributions to the Trust shall be discontinued upon full funding of the City's actuarial liability for retiree medical costs.

## 12.13 Postretirement Health Benefits



Employees hired on or after December 1, 2018 will receive the minimum monthly employer contribution as required by CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA) upon

CalPERS retirement from the City of Vacaville. In addition, the following amounts will be paid directly to retired employees when they are enrolled in a CalPERS offered plan;

- Completion of year 10 through year 14 = \$100/month
- Completion of year 15 through year 19 = \$150/month
- Completion of 20 years of service or more = \$200/month

In no event shall the PEMHCA minimum plus the additional City paid amount exceed 100% of the single rate premium of the CalPERS plan chosen by the retired employee.

Employees hired prior to December 1, 2018 are covered under Resolution No. 2018-093 or Resolution No. 2018-094.

## Section 13. Retirement Plan

### 13.1 PERS Retirement

City does not participate in Social Security, but 1.45% for Medicare is a mandatory payroll deduction. City participates in the Public Employees Retirement System (PERS) and Public Agency Retirement Systems (PARS).

The Public Employees' Pension Reform Act (PEPRA) of 2013 applies to all public employers and public pension plans which include CalPERS.

#### **Hire date on or after January 1, 2013 and deemed "new" member**

(New member = no prior PERS/reciprocal employment or a break in service greater than 6 months)

Benefits include:

- Section 7522.20 (2% @ 62 Formula for Non-Safety Members)
- Section 20037 (Three Year Final Compensation)
- Employee contribution (Section 7522.30) = 50% of Total Normal Cost (currently 6.25%)  
Contribution amount is recalculated each year by CalPERS actuarial study.

Employees shall pay a combined total of eight percent (8%) (example: 6.25% employee contribution plus 1.75% employer contribution) towards CalPERS retirement. Any amount above the 50% of Total Normal Cost shall be paid into the employee's individual CalPERS account via a CalPERS contract amendment.

#### **Hire date on or after January 1, 2013 and deemed "classic" member**

(Classic member = prior PERS/reciprocal employment with less than 6 month break in service)

Benefits include:

- Section 21354 (2% @ 55 Formula for Local Miscellaneous Members)
- Section 20042 (One-Year Final Compensation)
- Employee contribution (Section 20677) = 7%

- Employees shall pay a combined total of eight percent (8%) (7% employee contribution plus 1% employer contribution) towards CalPERS retirement. The 1% shall be paid into the employee's individual CalPERS account via a CalPERS contract amendment.

**Hire date on or before December 31, 2012**

Benefits include:

- Equivalency of 2.7% @ 55 formula
- PERS Section 21354 (2% @ 55 Formula for Local Miscellaneous Member) plus
- Supplemental PARS plan of 0.7% @ 55
- Section 20042 (One-Year Final Compensation)
- Employee contribution (Section 20677) = 7% to PERS and 2% to PARS
- Employees shall pay a combined total of eight percent (8%) (7% employee contribution plus 1% employer contribution) towards CalPERS retirement. The 1% shall be paid into the employee's individual CalPERS account via a CalPERS contract amendment. Eligible employees will also continue the 2% contribution to PARS.

***All Miscellaneous retirements also include the following contracted PERS provisions:***

- Section 20903 (Two Years Additional Service Credit – if “Golden Handshake” is activated)
- Section 20965 (Credit for Unused Sick Leave)
- Section 21024 (Military Service Credit as Public Service)
- Section 21027 (Military Service Credit for Retired Persons)
- Section 21427 (Improved Non Industrial Disability Allowance)
- Section 21548 (Pre-Retirement Option 2W Death Benefit)
- Section 21574 (Fourth Level of 1959 Survivor Benefits)

## **13.2 Deferred Compensation**

The City offers a 457(k) deferred compensation plan and a 401(a).

The City match will be provided on a dollar-for-dollar basis, up to five percent (5%) total. The employee is not required to match the first one percent (1%). The employee is required to match anything above the first one percent (1%).

The City contribution will be made directly to the deferred compensation provider selected by the employee.

## **Section 14. Holidays**

### **14.1 Holidays**

Regular and probationary employees shall be entitled to take all authorized holidays at full pay, not to exceed their regularly scheduled hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

The holidays in this City are as follows:

New Year's Day  
Martin Luther King's Birthday

Veteran's Day  
Thanksgiving Day and Day After

President’s Day  
 Memorial Day  
 Independence Day  
 Labor Day

Christmas Eve Day (1/2 day)  
 Christmas Day  
 New Year’s Eve Day (1/2 day)  
 Two (2) Floating Holidays

**14.2 Saturday and Sunday Holidays**

All recognized holidays falling on Saturday shall be celebrated on the preceding Friday and all recognized holidays falling on Sunday shall be celebrated on the following Monday.

**14.3 Floating Holiday**

The crediting of two (2) floating holidays to vacation leave shall take place on July 1 of each calendar year. Employees hired between July 1 and December 31 shall receive 100% floating holiday credit. Employees hired between January 1 and June 30 shall receive 50% of the floating leave credit. If Christmas Eve or New Year’s Eve occurs on Friday, Saturday or Sunday, eight (8) hours shall be converted to eight floating hours and credited to the employee’s vacation leave on July 1 preceding the holiday. Employees hired after January 1 shall not get floating holiday credit for New Year’s Eve or Christmas Eve of the previous year.

**Section 15. Vacation**

**15.1 Vacation Benefits**

Employees shall accrue annual vacation leave each pay period on a prorated basis in accordance with the following schedule:

|                        | <u>7.5 Hour</u> | <u>8 Hour</u> |
|------------------------|-----------------|---------------|
| Years 1 – 5 = 10 days  | 75 hours        | 80 hours      |
| Years 6 – 10 = 15 days | 112.5 hours     | 120 hours     |
| Year 11 = 16 days      | 120 hours       | 128 hours     |
| Year 12 = 17 days      | 127.5 hours     | 136 hours     |
| Year 13 = 18 days      | 135 hours       | 144 hours     |
| Year 14 = 19 days      | 142.5 hours     | 152 hours     |
| Years 15+ = 20 days    | 150 hours       | 160 hours     |

Employees shall receive a lump sum allotment of five (5) additional days of vacation upon completion of the fifth (5th) year of employment with the City and an additional five (5) days of vacation upon completion of the fifteenth (15th) year of employment with the City.

- 7.5 hour employees = 37.5 hours
- 8 hour employees = 40 hours

**15.2 Vacation Accrual Authorization**

The City Manager or designee, upon recommendation of the Department Head, may authorize an initial vacation accrual rate at a higher established rate for new hires in recognition of prior years of public agency service, and/or authorize an initial vacation balance for the new employee’s leave bank as of the first day of employment. The new hire must be able to substantiate his/her current paid leave accruals. These provisions apply in those instances where an incentive is needed to secure the most qualified of candidates for City service.

### 15.3 Vacation Accrual Cap

Maximum Vacation Accrual shall be:

- 7.5 hour employee = 300 hours
- 8 hour employee = 320 hours

### 15.4 Vacation at Termination

Upon termination of employment, employees shall be paid the cash value of the employee's accrued vacation leave at the time of termination.

### 15.5 Vacation Usage

Vacation scheduling shall be approved by the City with due regard for the employee's needs and the City's need to provide services.

### 15.6 Vacation Cash Out

Employees may cash out up to eighty (80) hours of their vacation leave balance in January of each calendar year, provided that they have taken a minimum of three (3) weeks (112.5 hours for 7.5 hour employees and 120 hours for 8 hour employees) of vacation leave during the preceding twelve (12) months (December 16th – December 15th). An election form will be sent to eligible employees showing their vacation balance in mid-January of each year. Employees must elect whether or not they want Vacation Cash Out and how much. The election form must be returned to Human Resources by February 1st. The vacation will be paid out in the February 15th paycheck.

If an employee reaches their vacation accrual cap on or after June 30, 2018, they will not accrue any further vacation until the vacation hours are at or less than the stated vacation accrual cap. However, an employee will be allowed to temporarily accrue vacation in excess of their cap if the City cancels the employee's scheduled vacation within four pay periods of the employee reaching their cap. The employee and the City shall promptly work together after the City cancels the employee's vacation to schedule alternative vacation time to prevent the employee from reaching their cap or at least minimize the extent to which the employee exceeds the cap.

## Section 16. Sick Leave

### 16.1 Benefits

Regular and probationary employees who have completed one pay period shall accrue sick leave at the rate of one (1) day per month. Sick leave with pay shall be granted for the following reasons: Personal illness or physical incapacity resulting from causes beyond the employees control; enforced quarantine of the employee in accordance with community health regulations; to keep a doctor's or dentist's appointment; or the serious illness of a member of the employee's immediate family. Use of sick leave for serious illness of a member of the employee's immediate family is in accordance with Section 16.9 Family Care Leave. Absence for a fraction or a part of the day that is chargeable to sick leave in accordance with these provisions shall be charged proportionally.



## **16.2 Notification Requirement**

In order to receive compensation when absent on sick leave, the employee shall notify the employee's immediate supervisor prior to the time set for beginning the employee's duties, unless the employee has been or is hospitalized.

## **16.3 Certificate**

Sick leave with pay in excess of three consecutive working days for reasons of personal illness or physical incapacity shall be granted only after presentation of a written statement by a licensed healthcare provider to the employee's immediate supervisor certifying that the employee's condition prevented the employee from performing the duties of the employee's position and the date that the employee is able to return to work.

## **16.4 Sick Leave and Workers' Compensation**

Charges shall be made against sick leave accruals for any waiting period not covered by workers' compensation. Integration of sick leave with benefits from the City for workers' compensation shall be automatic.

## **16.5 Use of Sick Leave and Vacation**

After sick leave accruals are exhausted, vacation time is automatically charged for absence by the employee due to illness.

If an employee, while on accrued vacation, becomes sick for a period in excess of three (3) days and furnishes a certificate from a licensed health care provider, the employee's sick leave would be charged rather than accrued vacation. Substantiation of any illness may be requested for an absence at the discretion of the supervisor and is mandatory after three (3) days.

Employees having filed with the state or a private agency to adopt a child shall be eligible to use up to five (5) days of sick leave for appointments associated with child adoption. Employees shall schedule this time with supervisor in advance.

## **16.6 Sick Leave Accumulation**

Sick leave may be accumulated without limit.

## **16.7 Sick Leave at Retirement or Death**

Employees retiring on normal service retirement may elect to receive twenty-five percent (25%) of their sick leave balance in cash. An employee who dies while in City service will have one hundred percent (100%) of the deceased employee's sick leave balance paid to the employee's estate.

## **16.8 Sick Leave Incentive**

Employees who have a sick leave balance of at least thirty (30) days and use four (4) or fewer days of their annual sick leave accrual of twelve (12) days (during the measurement period of December 16th through December 15th) may elect to receive up to fifty percent (50%) of the remainder in cash at the employee's current base rate of pay. Any remaining leave shall remain in the employee's sick leave balance. An election form will be sent to eligible employees showing their sick leave balance in mid-January of each year. Employees must elect whether or not they want Sick Leave Cash-out and how much. The election

form must be returned to Human Resources by February 1st. The sick leave will be paid out in the February 15th paycheck.

### **16.9 Family Care Leave/AB 1522 (Healthy Workplace Healthy Family Act)**

The City will comply with applicable State and Federal Laws.

When an employee is compelled to be absent due to the serious illness or injury of a member of the employee's immediate family, the employee may utilize up to six (6) days of the employee's sick leave, per incident, for such purpose. For use of accrued sick leave, the following are considered members of the employee's immediate family: parent, brother, sister, spouse, children, parent of a spouse, grandchild, or anyone residing in a household who is a dependent or relative.

The sick leave includes the legally required sick leave days mandated by Assembly Bill 1522 (AB 1522). The City will comply with AB 1522 in the administration of the legally mandated sick leave days.

The employee may be required to show evidence by medical certification for the absence from work.

## **Section 17. Leaves of Absence**

### **17.1 Leave Without Pay**

The City Manager or designee may grant regular employees leave of absence without pay not to exceed one (1) year. No leave shall be granted except upon written request of the employee submitted to the City Manager. If such leave of absence is for medical reasons, the employee must use all accumulated sick leave prior to commencing a leave of absence without pay. Such leaves shall normally be granted when it is in the interest of the City to do so. Failure on the part of an employee on leave to report promptly at its expiration may result in dismissal of the employee. Vacation and sick leave shall not accrue to an employee on leave of absence. The decision of the City Manager or designee on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding. At the expiration of the leave without pay, the employee shall be reinstated to the position vacated, if the position still exists or to any other vacant position in the same classification.

### **17.2 Jury Duty**

An employee summoned to jury duty shall inform the employee's supervisor upon receipt of the jury summons and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fees, excluding travel expenses, received by an employee shall be remitted to the City. If the employee elects to retain the jury duty fees, the employee's time off for jury duty is not compensable. When appropriate, supervisors may request exemption of individual employees from jury duty when such service would entail undue hardship to the City.

### **17.3 Military Leaves of Absence**

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

#### **17.4 Family Medical Leave Act**

Family care and medical leave will be granted in accordance with applicable State and Federal laws.

Employees shall be allowed to maintain vacation leave while on Family Medical Leave.

#### **17.5 Industrial Disability Leave**

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to benefits. All on-the-job injuries must be reported to the Director of Administrative Services within twenty-four (24) hours of the accident or the discovery of the injury. Injuries occurring at times other than "normal business hours" (8:30 a.m. - 5:00 p.m., Monday through Friday), must be reported to the Director of Administrative Services the first business day following the accident or discovery of the injury. The City is self-insured for Workers' Compensation. Compensation benefits shall be established and paid in accordance with the Workers' Compensation Laws of the State of California and shall begin on the first day of industrial disability leave. Integration of sick leave with such disability benefits is to be automatic; the City may not waive integration, and any employee entitled to benefits must so apply in conformance with the City's process and procedures, therefore, before sick leave benefits are payable.

#### **17.6 Bereavement Leave**

Department Heads or their designees will grant subordinate employees up to five (5) scheduled work days (for 7.5, 8, 10 and 12 hour employees) of bereavement leave in the event of death of an immediate family member.

For the purposes of this Section, "immediate family" shall include spouse, registered domestic partner, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or anyone residing in a household who is a dependent or a relative.

The hours will not be taken from the employee's leave banks and will not become a vested property right.

This provision does not apply while the employee is on leave of absence or layoff.

For the purpose of this Section only, "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

#### **17.7 Catastrophic Leave Program**

The Catastrophic Leave Program is for employees who have exhausted all accrued leaves due to a serious or catastrophic illness, injury, or condition. The Catastrophic Leave Program allows employees to donate time to any qualifying City employee, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

##### **Eligibility**

To be eligible for this benefit, the receiving employee must: 1) Be a full time employee who has passed his/her initial City probationary period, 2) Have personally sustained, or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition certified by a physician, 3) Have exhausted all accumulated paid leave, 4) Be unable to return to work for at least 30 days, or in the case of the condition affecting the immediate family member, that the member must be in need of prolonged and significant personal care, and 5) conform with the qualifying criteria of the Family and Medical Leave Act.

**Benefits**

Accrued vacation, administrative leave and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of paid leave accruals.

**Guidelines for Donating Leave Credits to The Time Bank**

- a. Accrued vacation, administrative leave and compensatory time off may be donated by any full-time employee who has completed his/her initial City probationary period (if applicable).
- b. Time donated will be converted to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed fifty-six (56) hours. The total leave credits received by the employee shall not exceed six (6) months.
- d. Leave donations must be in a minimum increment of one hour. An employee cannot donate leave hours that would reduce his/her total leave balances (vacation + administrative leave + compensatory time off) to less than fifty-six (56) hours.
- e. Donated leave hours will be used in consecutive hour/day increments necessary to keep the employee whole.
- f. While an employee is on leave using donated leave hours, no vacation, administrative leave, sick leave, or other paid leave hours will accrue.
- g. Donated leave is only transferred from the donor to the receiving employee as needed and chronologically by date of donation (i.e., first donated, first used). Time donations are irrevocable by the donor once the time has been used by the receiving employee. In the event that the receiving employee does not need to use all donated leave for the catastrophic illness or injury, any unused donations will not be deducted from the original donor's balance.
- h. Taxability of leave donated or received under this program is governed by Internal Revenue Service guidelines.
- i. For the purposes of this Section, "immediate family member" is defined as: mother, father, child, spouse, registered domestic partner, or sibling; of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; and "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- j. Under extenuating and extraordinary circumstances the Director of Administrative Services may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

## **Section 18. Probationary Period**

All appointments shall be subject to a probationary period of twelve (12) months (with the exception of time in an acting role as specified in Section 11.3). The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the employee's position and for rejecting any probationary employee whose performance does not meet the required standards of work.

During the probationary period, an employee may be rejected at any time by the City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative, without cause and without the right of appeal.

If a department head requests an extension of an established probation period prior to thirty (30) days before expiration, the Director of Administrative Services, with the approval of the City Manager and VMO, may extend the probationary period in intervals of three (3) months beyond the end of the normal probationary period.

An employee who does not successfully complete his/her probationary period will be reinstated to a position in the class occupied by the employee immediately prior to his/her promotion only if there is a vacancy in the Department from which the employee was promoted. If there is no vacant position in that classification, the employee will be placed on a waiting list for a period of two (2) years, and be offered the first position that becomes available in that classification in that Department.

## **Section 19. Layoff and Re-employment**

### **19.1 Layoff**

Definition - Layoff will mean a separation of employee(s) from service resulting from elimination of position, shortage of work and/or funds, or reorganization.

### **19.2 Order of Layoff**

The City Manager shall separate from service any person employed on a temporary basis, according to classification, within a department prior to laying off a regular employee.

Regular employees shall be laid off by a bumping process in the inverse order by length of employment in a classification within a department. Bumping is allowed within an established career ladder within the department of the laid off employee, or into any position in a classification in which the laid off employee previously held regular full time status within the department. The person bumping must be qualified for the position into which he/she is going. Bumping rights between departments are not authorized.

### **19.3 Notice of Layoff**

The City Manager shall notify the employee to be laid off in writing. Whenever possible, such notice shall be given at least forty five (45) calendar days prior to the effective date of the layoff.

The City will notify VMO, at least sixty (60) days prior to the effective date of the layoff.

An informational effort by the City via job announcements and bulletin boards will be made to assist laid off employees in finding other employment opportunities in other agencies.

#### **19.4 Transfer in Lieu of Layoff**

In lieu of being laid off, an employee can transfer to a department vacancy for which he/she is qualified, subject to department head approval.

#### **19.5 Benefit Eligibility**

An employee who is laid off shall not accrue or be eligible for any benefits, including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, vision care, bereavement leave and protective clothing and equipment. Any employee re-employed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

#### **19.6 Re-employment of Laid-Off Employees and Placement of Transferees Who Accepted Limited Term Positions in Lieu of Layoff**

The City shall establish and maintain a re-employment list of all laid-off employees, and a placement list of transferees who accepted limited term positions or demotions in lieu of layoff during the preceding two-year period. Persons on such lists shall have the first right of refusal to vacant positions in their respective classifications from which they were laid-off or transferred or demoted via “bumping” in lieu of layoff based on former classification seniority. For each person on such lists, their established two-year period will run consecutive calendar days from the date of the layoff, transfer, or demotion in lieu of layoff.

All other job opportunities, including those offered as in-house or promotional only, in any classifications shall be offered to persons based on qualifications as determined by the testing process.

All persons on the re-employment or transferee placement lists will be considered as an “in-house or promotional” applicant in order to receive priority consideration for such recruitments.

All persons on the re-employment or transferee placement lists must submit and maintain an employment application via NeoGov for each job opportunity in which they are interested in being considered in classifications/positions which they did not previously occupy. When such positions become available, Human Resources will review applications to determine which meet the minimum qualifications and will notify those on the re-employment and placement lists meeting the minimum qualifications via US Postal Service with a Proof of Service attached, and will establish additional exam process components as needed for the recruitment.

All communication regarding re-employment, placement, and job opportunities or offers shall be electronic via Neogov and/or email. Human Resources will add the names and e-mail addresses of each person on the established re-employment or transferee lists, for their established two-year period, to the vacancy announcements which are automatically emailed to all current employees.

It is the responsibility of the persons on the re-employment or transferee placement lists:

- To regularly check the City of Vacaville website for newly posted vacancies, both promotional and open to the public.
- To submit job interest cards via the Neogov system in order to receive automatic email notification of posted vacancies
- To maintain accessibility via email and communicate with/respond to with Human Resources. Communication regarding re-employment, placement, and job opportunities or offers must occur within ten (10) calendar days of the posting or notice of the opportunity.

Any person on the re-employment or transferee placement lists:

- Who fails to respond or contact the City within ten (10) calendar days regarding a job opportunity shall be deemed to have declined the opportunity.
- May elect to accept a job opportunity in a lower level classification for which he/she is qualified, without being removed from the applicable list for other job opportunities.
- Who is offered a job opportunity which he/she may ultimately be deemed not qualified either by the hiring department, physical or sensory demands, or other reasons shall retain his/her relative position on the applicable list.
- Who declines a job opportunity at a level equivalent or above their former position shall be removed from the applicable list.
- Who is removed from the list may be restored to his/her relative position on the applicable list at the discretion of the City Manager upon showing good cause.

Any vacant position not filled through this section maybe filled at City discretion via established recruitment and hiring practices.

## **Section 20. Disciplinary Action Up To and Including Dismissal**

**Appeals of Disciplinary Actions** – All disciplinary actions (i.e., dismissal, demotion, or suspension without pay) must be in writing and signed by the appointing authority or designee. The employee will receive a written notice of proposed discipline which will include the nature of the discipline, the facts upon which the discipline is based, and the effective date of the proposed disciplinary action. Each employee will, upon request, receive copies of all materials that relate to the proposed discipline.

The failure of a Department Head to follow this procedure shall not render the action void nor constitute a defense by an employee to a disciplinary action.

**“Skelly”** – In the case of dismissals, demotions or suspensions without pay, as provided for in the law and applicable court decisions, the employee shall be offered a “Skelly” opportunity pursuant to which the employee shall be furnished written notice containing the nature of the proposed action, the reasons therefore, all materials and statements related to the action and the right to address the charges, orally or in writing. This notice shall be furnished at least one calendar week prior to the proposed effective date of the action and a copy of such notice will be sent to VMO.

In the event of dismissal, after receiving notice, but prior to the proposed effective date of dismissal, the employee may be retained in duty status, or suspended with pay at the discretion of the Department Head.

If the employee fails to respond to the advance notice of the proposed action, then the action of the Department Head shall be effective on the date specified for final action. Should the employee respond orally or in writing, the Department Head shall consider any comments of the employee before making a final decision, and shall transmit to the employee a letter containing the decision within ten (10) calendar days.

The only exception to giving prior notice for dismissal or suspension without pay, as provided for in the law, is in an emergency where it is deemed necessary to remove the employee from his/her employment immediately for the safety of the public, the employee, or other City employees, provided a Skelly opportunity is afforded at the earliest reasonable opportunity available and the disciplinary action is still appealable. An employee removed on an emergency basis will be placed on paid administrative leave pending receiving the notice and an opportunity to respond.

**Disciplinary Appeals** – In the case of suspension without pay, demotion, or dismissal, the employee may appeal the decision of the Department Head to the City Manager. An employee shall have ten (10) calendar days from the date of the Department Head’s decision to notify the City Manager in writing of the appeal. If the employee fails to appeal the Department Head’s decision, the intended discipline shall be imposed on the day specified therein. If the employee appeals within the specified time, the Department Head will determine if the employee can remain on his/her normal work schedule or be placed on leave with pay until the appeal to the City Manager has been completed.

**Appeal of suspension without pay up to a maximum of forty (40) hours** – In the case of suspension without pay up to a maximum of forty (40) hours, the decision of the City Manager shall be final.

**Appeal of suspension without pay exceeding forty (40) hours, demotion, or dismissal** – In the case of suspension without pay exceeding forty (40) hours, demotion, or dismissal, the employee may appeal the decision of the City Manager to an arbitrator. A written notice of appeal must be received by the City Manager no later than five (5) calendar days following the date of the City Manager’s decision.

Upon receipt of the appeal, the City Manager shall contact the State Mediation and Conciliation Service (SMCS) to provide, in accordance with its normal customary procedures, a list of names of neutral parties who may serve as an arbitrator. Upon receipt of the list from SMCS, the City and the Organization shall meet and alternately strike names from the list until the name of one individual remains, who shall serve as the arbitrator.

The employee and the City shall share the fees and expenses of the arbitrator equally. A court reporter may be included in the proceedings upon mutual agreement of the parties, the cost of which shall be shared equally between the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the cost or expenses of witnesses called by the other party. A party requesting a transcript of the arbitration shall bear the cost thereof.

The decision rendered by the arbitrator shall be final and binding and not appealable to the City Council or a court of law.

## **Section 21. Grievance Procedure**

The purpose of this grievance procedure is to provide all employees covered by the Memorandum of Understanding the opportunity to settle problems in the course of their employment in a fair and orderly fashion if such problems cannot be informally settled.

**Application** – This procedure shall apply to employees of the City covered by the Memorandum of Understanding. A grievance may be on behalf of an individual employee or all employees affected or the Union.

All time periods specified herein may be extended by written agreement of VMO and the City Manager or designated representative.

**Scope** – This procedure may be used whenever an employee believes he/she has personally been adversely affected by any action taken by the employer or its agents in the following matters:

- a. Violation of the Memorandum of Understanding
- b. Discrimination prohibited by law
- c. Layoff
- d. Promotion



**Section 18. Probationary Period** of the Memorandum of Understanding shall not be within the scope of a grievance. An employee who is released from probation and believes such release is due to prohibited discrimination may file a grievance.

**Informal Resolution of Complaints** – Before filing a grievance, an employee who has a complaint should attempt to resolve the matter through informal discussion without undue delay. It is the policy of the City to settle complaints at the first stage of complaint. Informal resolution shall not constitute the establishment of a “practice”, “past practice”, or a modification or interpretation of this Memorandum of Understanding unless it is in writing approved by the Director of Administrative Services. A supervisor covered by this Memorandum of Understanding shall not have the right to settle a grievance involving this Memorandum of Understanding unless it is approved in writing by the Director of Administrative Services.

**Grievance Review Process** – A grievance does not exist until reduced to writing, on a grievance form provided by the City, and filed at both the first level of review and with the Director of Administrative Services. If at any time in the proceedings it is determined that (a) grievant is not entitled to use the procedures or (b) the matter grieved is outside the scope of this procedure, the grievance shall be returned to the grievant with a written explanation and the proceedings shall be terminated pending final determination of applicability. Disputes over scope shall be resolved by the final level of review.

**First Level of Review** – Within seven (7) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her Department Head.

This statement shall be a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Following the Department Head’s review of the grievance, discussion with the employee, if requested, and consultation with the Director of Administrative Services, the Department Head shall communicate his/her decision to the employee in writing within seven (7) calendar days after receiving the grievance. If the Department Head does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference. This meeting is a most effective way to discuss and resolve grievances.

**Second Level of Review** – If the grievant is not satisfied with the decision, he/she may, within seven (7) calendar days, appeal the decision in written form to the City Manager or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear and concise statement of the reasons for the appeal.

The City Manager or his/her designee shall communicate his/her decision to the grievant within seven (7) calendar days. If the City Manager or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

**Third Level of Review** – If the grievant is not satisfied with the decision at the second level, he/she may, within seven (7) calendar days, submit the request in writing to the City Clerk for review by the City Council. The City Council will make a final written determination of all grievances brought before it.

**Representation** – The employee may request the assistance of another person (i.e., VMO) of his/her own choosing in preparing and presenting his/her appeal at any level of review.

**Access to Information** – At each level of review the grievant shall have access to the materials comprising the record of the grievance.

**City Time for Preparation and Meeting** – The grievant and any representative (if employed by the City) are entitled to use a reasonable amount of work time in preparing and presenting the grievance.

**No Reprisals** – No employee will be discriminated against in his/her employment because of the employee's utilization of this procedure. Complaints regarding allegations of reprisals should be submitted to the City Manager.

**Reconsideration of a Grievance** – Once a grievance has been reviewed under this procedure, it shall not be reopened or reconsidered except by mutual consent of the grievant, VMO and the City Manager.

## Section 22. Personnel Files

An employee or the employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request.

The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee is afforded the opportunity to respond in writing to the contents of performance evaluation reports and letters of reprimand or warning.

Employees can request the removal of reprimands from their personnel files in conformance with Section 5.70 (a) of the Personnel Policies and Procedures. The following are guidelines that will be considered in evaluating the removal of letter of reprimands:

1. No other disciplinary actions (even of non-related actions) have been received within a reasonable period of time. A reasonable period of time for consideration will be a minimum of two (2) years.
2. The employee has not been denied a merit increase during the previous two (2) years.
3. Letter of reprimands that relate to non-performance areas such as sexual harassment, discrimination and threats or use of violence will not be removed upon advice of the City Attorney.
4. If a letter of reprimand has been used to support a suspension or other disciplinary action, it will remain referenced as a part of the permanent record but can be removed from the personnel file.

The employee may be required to acknowledge receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## Section 23. Outside Employment

No employee of the City may engage in additional employment outside the official hours of duty unless approved by the Director of Administrative Services. Evidence of financial necessity shall be taken into consideration in approving outside employment. Absent a bona fide conflict of interest, the Director of Administrative Services shall endeavor to approve such outside employment.

## Section 24. Miscellaneous

### 24.1 Protective Clothing and Equipment

Each Department shall establish procedures for provision or reimbursement of protective clothing and equipment.

Employees who hold positions determined by the Department Head to be eligible for a safety shoe allowance shall receive an allowance annually included in their July 31 paycheck. The safety shoe allowance will be \$215 per year.

These same employees shall be eligible to receive protective clothing. Any employee starting work between January 1 and June 30 shall receive one-half (1/2) of the safety shoe allowance. Employees starting work between July 1 and December 31 shall receive full safety shoe allowance.

Departments will notify Human Resources to begin or end a safety shoe allowance for their respective employees.

## **24.2 License and Certification Fees**

The City shall reimburse employees for the actual cost of any license or certification (e.g., State Operator's Certification) required by the City.

Any employee who is assigned to drive equipment requiring Class A or Class B license shall obtain and maintain as a condition of employment the required license within ninety (90) days of being assigned to operate such equipment. Continued employment of employees who fail to obtain or maintain the appropriate license will be subject to the provisions of the Americans with Disabilities Act. The initial fee for the Class A or B license will be reimbursed by the City. Subsequent recertification or licensing fees will be equally shared by the City and the employee. The cost of the physical/medical exam will be paid by the City, provided, however, such exam is performed by a City designated physician.

## **24.3 Expense Reimbursement**

The City will reimburse all normal and necessary expenses incurred by the employee in association with attendance at training sessions, conferences, seminars and meetings approved by the Department Head or his/her designee, in accordance with the City's Administrative Policy on travel expenses.

## **24.4 Tuition Reimbursement**

The City shall provide up to fifteen hundred dollars (\$1,500.00) per year per employee to reimburse registration/tuition/book and other mandatory costs for job related college/vocational course work taken with prior City and Department approval. The employee must earn a 'Pass' (for pass/fail courses) or a 'B' grade or better.

## **24.5 Substance Abuse Policy**

The parties have agreed to the City Substance Abuse Policy.

## **24.6 Vehicle Assignment and Mileage/Expense Allowance**

The requirements to receive mileage/expense allowance will be in accordance with the City Vehicle Mileage Allowance Policy. Mileage Allowance is subject to approval of the Department Head. Employees that qualify for the allowance shall receive \$400 per month.

Other travel or mileage reimbursement shall be in accordance with City Administrative Policy.

## **24.7 Yearly Performance Evaluation Process**

Employees will receive Performance Evaluations in accordance with Section 7.10 and Section 2.200 of the Personnel Policies and Procedures.

## **24.8 Bilingual Pay**

When required and assigned by the Department Head to utilize bilingual skills as a condition of his/her employment, employees shall receive an additional two point five percent (2.5%) of base rate, providing he/she has passed a City-approved bilingual examination for the language required. The examination shall evaluate oral and/or basic reading/writing skills. The City will administer the examination two (2) times per year when there are candidates to be tested. The examination may be given in conjunction with the certification of applicants for any recruitment requiring or giving preference to persons with bilingual skills. Skills pay for those who pass the examination shall begin the following pay period. An employee who does not pass a bilingual examination may be re-tested within six (6) months at their request and with the approval of the Department Head. An employee will receive only one bilingual incentive pay amount, even if they are multilingual.

## **24.9 Uniform Allowance**

When required to wear uniforms, a uniform allowance in the amount of one thousand one hundred twenty-five dollars (\$1,125) per year will be provided for the classifications of Records Supervisor and Communications Supervisor and Property/Evidence Supervisor. Uniform allowance shall be paid on a pay period basis.

## **24.10 Classification Review**

The parties understand and agree that occasional salary reviews of different, limited classifications may be warranted during the term of the MOU. The City reserves the right to conduct classification and salary reviews when it deems appropriate in carrying out the mission of the City. Employees may request a classification review during the annual window period, currently November of each year. The Organization may submit up to seven (7) additional positions for classification or salary review during the term of this MOU.

## **24.11 Safety – No Lost Time Accident Award**

Public Works and Utilities currently recognizes safe work behavior for employees who have field service responsibilities in the form of yearly awards for No Lost Time Accidents (LTA). Eligibility is specified in Public Works and Utilities Department policies and past practices. No LTA Awards are based on the number of years an employee has gone without incurring a Lost Time Accident.

The incentive for reaching each milestone of 10-years, 15-years, or 20-years without a Lost Time Accident will be the addition of one day of vacation to the employee's vacation balance for each milestone attained. For 8-hour workday employees this means an additional 8.0 hours will be added; for 7.5 hour workday employees this means an additional 7.5 hours will be added; and for workdays exceeding 8.0 hours, an additional 8.0 hours will be added to the employee's vacation balance by the April 15 paycheck.

## **24.15 Certified Access Specialist**

Effective January 1, 2014 possession of a valid and current California Division of the State Architect Certified Access Specialist (CAS) certification by the Chief Building Office shall be recognized as follows:

- When there is no CAS certified Plans Examiner, the compensation for the CAS certified Chief Building Official shall be 5% of base pay.
- Compensation shall begin on the first pay period following written notification from the Director of Community Development to the Director of Administrative Services that the Chief Building Official is required to perform CAS functions on behalf of the City and meets the criteria stated above.

## **Section 25. Temporary Modified Light Duty Assignments**

On occasion, an employee may incur an injury or illness that precludes their performing regular duties. If a modified or light duty assignment exists as determined by the Department Head and in conjunction with the Director of Administrative Services, deems that it may be filled temporarily, first consideration shall be given to those industrially disabled employees within the department on a case by case basis and non-industrial disabled employees shall be given second consideration.

Authorization for such assignments must be obtained from the employee's Physician in cases of off-duty related injury or illness or by the designated City physician for job related injury or illness. The City reserves the right to require an opinion from the designated City physician in off-duty related injuries or illnesses.

A statement from a physician must estimate the date of recovery from the injury or illness and must indicate the employee's ability to return to work and specify any limitations or restrictions. The employee must have the capabilities and qualifications to perform the temporary assignment.

Employees assigned to modified or light duty may receive performance evaluations at any time during the assignment, for work performed while on modified or light duty.

The duration of light or modified duty assignments shall be determined on a case by case basis. The employee shall return to their normal job when they are released by the treating physician.

The employee shall continue to receive their regular salary while performing light or modified duty assignments.

## **Section 26. Cooperative Committee Meetings**

The parties recognize the principles of employee-employer cooperation for improved performance, mutual welfare and public benefit. To foster these principles the parties agree to establish a joint cooperative committee for the purpose of carrying these principles into practical effect.

The Cooperative Committee generally consists of the VMO Executive Board, Human Resources Division representatives, and the Department Heads.

VMO will submit agenda items at least 24 hours in advance to the Director of Administrative Services and an agenda will be developed and distributed via email before the meeting.

A record will be kept and distributed to all participants prior to the next meeting.

Unless otherwise scheduled, Cooperative Committee meetings will generally be scheduled for the third week of January, April, July, and October.

## **Section 27. Separability of Provisions**

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

**Section 28. Past Practices and Existing Memoranda of Understanding**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements related to the benefits herein, whether written or oral, unless expressly stated in this Agreement.

The Personnel Policies and Procedures, February, 1993, shall be applicable to employees unless superseded by any provisions of this MOU.

**Section 29. Duration**

This Memorandum of Understanding shall be effective the date the Memorandum of Understanding is ratified by the City Council and all economic provisions shall have an effective date the same as that of the City Council's ratification except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as herein above set forth and shall remain in full force and effect to and including the thirtieth (30th) day of June, 2018, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first (1st) day of July, 2018, or to the first (1st) day of July of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding and understandings between the City and VMO. If the foregoing is in accordance with your understanding please so indicate by signing below.

Made and entered into this 14th day of August, 2018.

**Vacaville Managers Organization (VMO)**

**CITY OF VACAVILLE**

By Signature on file  
Beverly McMurphy

By Signature on file  
Dawn Leonardini

By Signature on file  
Brian Oxley

By Signature on file  
David Jacobson

**APPENDIX A**  
**VACAVILLE MANAGERS ORGANIZATION**  
**Monthly Salary Schedule**

*Effective: 07/01/2018*

| CODE    | Exempt<br>(*) | CLASSIFICATION                 | Range     |           | Hours per<br>Workweek |
|---------|---------------|--------------------------------|-----------|-----------|-----------------------|
| 26034-1 |               | ACCOUNTANT I                   | 5,324.75  | 6,472.34  | 37.5                  |
| 26034-2 |               | ACCOUNTANT II                  | 5,919.16  | 7,195.46  | 37.5                  |
| 22128   | *             | ACCOUNTING SUPERVISOR          | 8,461.97  | 10,287.36 | 37.5                  |
| 23004   |               | ADMIN ASSISTANT                | 5,023.63  | 6,108.70  | 37.5                  |
| 23112-1 |               | ASSISTANT CONTROL SYSTEMS ENG  | 7,824.64  | 9,509.51  | 37.5                  |
| 22008   | *             | ASSISTANT DIR OF COMMUNITY DEV | 11,062.02 | 13,446.35 | 37.5                  |
| 22132   | *             | ASSISTANT DIR OF PW/CITY ENG   | 12,515.98 | 15,211.70 | 37.5                  |
| 22142   | *             | ASSISTANT DIR OF UTILITIES     | 12,515.98 | 15,211.70 | 37.5                  |
| 23001-2 |               | ASSISTANT ENGINEER             | 7,824.64  | 9,509.51  | 37.5                  |
| 23001-3 |               | ASSOCIATE CIVIL ENGINEER       | 8,607.43  | 10,460.65 | 37.5                  |
| 23112-2 |               | ASSOCIATE CONTROL SYSTEMS ENG  | 8,607.43  | 10,460.65 | 37.5                  |
| 22130-1 | *             | BUDGET ANALYST I               | 5,919.16  | 7,195.46  | 37.5                  |
| 22130-2 | *             | BUDGET ANALYST II              | 6,974.83  | 8,477.96  | 37.5                  |
| 23003   |               | BUILDING SERVICES COORDINATOR  | 6,974.83  | 8,477.96  | 37.5                  |
| 22055   | *             | CHIEF BUILDING OFFICIAL        | 9,534.01  | 11,589.86 | 37.5                  |
| 23113   |               | CHIEF DISTRIBUTION OPERATOR    | 8,024.01  | 9,753.01  | 40                    |
| 23082   |               | CHIEF OPERATOR - WATER         | 8,613.74  | 10,469.81 | 40                    |
| 23111   |               | CHIEF PLNT OPERATOR-WASTEWATER | 8,613.74  | 10,469.81 | 40                    |
| 22074   | *             | CITY ENGINEER                  | 10,333.15 | 12,560.58 | 37.5                  |
| 22022   | *             | CITY PLANNER                   | 9,534.01  | 11,589.86 | 37.5                  |
| 22150   | *             | CLINICAL SERVICES ADMIN        | 9,472.14  | 11,513.44 | 37.5                  |
| 23023   |               | COMMUNICATIONS SUPV            | 7,511.42  | 9,130.19  | 37.5                  |
| 22114   | *             | CRIME ANALYST                  | 6,974.83  | 8,477.96  | 37.5                  |
| 22134   | *             | DEPUTY DIRECTOR OF HOUSING/RED | 10,333.15 | 12,560.58 | 37.5                  |
| 22075   | *             | DEPUTY DIRECTOR OF PW          | 11,615.11 | 14,118.63 | 37.5                  |
| 22127   | *             | ECONOMIC DEVELOPMENT MANAGER   | 9,534.28  | 11,589.56 | 37.5                  |
| 22135   | *             | ENVIRONMENTAL PROJECT MANAGER  | 8,069.76  | 9,808.60  | 37.5                  |
| 23110   |               | FINANCE SUPERVISOR             | 5,802.02  | 7,052.33  | 37.5                  |
| 22146   | *             | FIRE PREVENTION BUREAU MANAGER | 8,766.01  | 10,655.15 | 37.5                  |
| 22023   | *             | FLEET AND FACILITIES MANAGER   | 8,154.76  | 9,911.52  | 40                    |
| 22147   | *             | GIS COORDINATOR                | 6,974.83  | 8,477.96  | 37.5                  |
| 22139   | *             | GIS MANAGER                    | 8,134.58  | 9,886.20  | 37.5                  |
| 22014   | *             | HOUSING/REDEV MANAGER          | 9,279.10  | 11,279.39 | 37.5                  |
| 22131   | *             | HOUSING/REDEV PROGRAM ADMIN    | 8,069.76  | 9,808.60  | 37.5                  |
| 22013   | *             | HOUSING/REDEV PROJECT COORD    | 8,069.76  | 9,808.60  | 37.5                  |
| 22143   | *             | HOUSING/REDEV PROJECT MANAGER  | 8,617.43  | 10,474.56 | 37.5                  |
| 22050   | *             | INVESTMENT OFFICER             | 8,461.97  | 10,287.36 | 37.5                  |
| 22028   | *             | IT ANALYST                     | 7,089.25  | 8,617.23  | 37.5                  |

| CODE    | Exempt<br>(*) | CLASSIFICATION                 | Range     |           | Hours per<br>Workweek |
|---------|---------------|--------------------------------|-----------|-----------|-----------------------|
| 22140   | *             | IT BUSINESS ANALYST            | 6,882.75  | 8,366.24  | 37.5                  |
| 22003   | *             | IT DIVISION MANAGER            | 11,062.02 | 13,446.35 | 37.5                  |
| 22002   | *             | IT PROJECT MANAGER             | 8,134.58  | 9,886.20  | 37.5                  |
| 23001-1 |               | JR ENGINEER                    | 6,670.73  | 8,108.45  | 37.5                  |
| 23025   |               | LABORATORY SUPV                | 7,363.79  | 8,950.60  | 40                    |
| 22040-1 | *             | MANAGEMENT ANALYST I           | 5,919.16  | 7,195.46  | 37.5                  |
| 22040-2 | *             | MANAGEMENT ANALYST II          | 6,974.83  | 8,477.96  | 37.5                  |
| 26033   |               | MENTAL HEALTH CLINICIAN        | 7,129.97  | 8,666.52  | 37.5                  |
| 22057   | *             | MENTAL HEALTH COORDINATOR      | 7,855.65  | 9,548.73  | 37.5                  |
| 22043   | *             | NETWORK ADMINISTRATOR          | 7,088.63  | 8,616.07  | 37.5                  |
| 22072   | *             | PARK MANAGER                   | 8,154.76  | 9,911.52  | 40                    |
| 23022   |               | POLICE RECORDS SUPV            | 6,669.24  | 8,105.71  | 37.5                  |
| 23107   |               | POLICE SPECIAL SERVICES SUPV   | 6,210.41  | 7,548.79  | 37.5                  |
| 23002   |               | PROPERTY AND EVIDENCE SUPV     | 6,669.24  | 8,105.71  | 37.5                  |
| 22145   | *             | PW MANAGER                     | 9,534.01  | 11,589.86 | 37.5                  |
| 22148   | *             | PW SUPERINTENDENT              | 11,615.11 | 14,118.26 | 37.5                  |
| 23077   |               | PW SUPV-EQUIPMENT MAINTENANCE  | 6,669.24  | 8,105.71  | 40                    |
| 23087   |               | PW SUPV-FACILITIES MAINTENANCE | 6,669.24  | 8,105.71  | 40                    |
| 23083   |               | PW SUPV-FIELD UTILITIES        | 7,136.09  | 8,673.09  | 40                    |
| 23081   |               | PW SUPV-PARKS                  | 6,669.24  | 8,105.71  | 40                    |
| 23078   |               | PW SUPV-STREET MAINTENANCE     | 6,669.24  | 8,105.71  | 40                    |
| 22086   | *             | RECREATION MANAGER             | 9,279.10  | 11,279.39 | 37.5                  |
| 23089   |               | RECREATION SUPV                | 6,669.24  | 8,105.71  | 37.5                  |
| 22026   | *             | SR ACCOUNTANT                  | 6,974.83  | 8,477.96  | 37.5                  |
| 23026   |               | SR ADMIN ASSISTANT             | 5,526.90  | 6,718.25  | 37.5                  |
| 23108   |               | SR BUILDING INSPECTOR          | 6,974.83  | 8,477.96  | 37.5                  |
| 23106   |               | SR BUILDING PLANS EXAMINER     | 6,974.83  | 8,477.96  | 37.5                  |
| 22080   | *             | SR CIVIL ENGINEER              | 9,534.01  | 11,589.86 | 37.5                  |
| 22048   | *             | SR HOUSING/REDEV SPECIALIST    | 6,782.00  | 8,241.37  | 37.5                  |
| 22133   | *             | SR NETWORK ADMINISTRATOR       | 7,824.64  | 9,509.51  | 37.5                  |
| 22024   | *             | SR PLANNER                     | 8,092.66  | 9,837.97  | 37.5                  |
| 22070   | *             | STREET/FIELD UTILITIES MANAGER | 8,154.76  | 9,911.52  | 40                    |
| 22149   | *             | TRAFFIC ENGINEER               | 10,333.15 | 12,560.58 | 37.5                  |
| 22137   | *             | TRANSIT MANAGER                | 8,154.76  | 9,911.52  | 40                    |
| 22138   | *             | UTILITIES ADMIN MNGR           | 8,154.76  | 9,911.52  | 37.5                  |
| 23102   |               | UTILITIES MAINTENANCE SUPV     | 7,906.37  | 9,609.16  | 40                    |
| 22076   | *             | UTILITIES OPERATIONS MANAGER   | 10,333.15 | 12,560.58 | 40                    |
| 23109   |               | WASTEWATER PLANT SUPV          | 7,674.63  | 9,328.55  | 40                    |
| 22067   | *             | WATER QUALITY MANAGER          | 8,837.85  | 10,741.69 | 37.5                  |
| 22136   | *             | WATER QUALITY PERMITTING ADMIN | 7,363.79  | 8,950.60  | 37.5                  |
| 23084   |               | WATER QUALITY SUPV             | 7,363.79  | 8,950.60  | 40                    |

\*FLSA Exempt Status: Eligible for Administrative Leave.