CITY OF
WINTERS
california
Est. 1875

TO: Honorable Mayor and Council Members

DATE: June 7, 2016

THROUGH: John W. Donlevy, Jr., City Manager

FROM: Nanci G. Mills, Director of Administrative Services/City Clerk

SUBJECT: Memorandums of Understanding (MOU) and Salary Resolutions

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RECOMMENDATION:
Staff respectfully recommends that the City Council adopt Resolutions 2016-20, 2016-21, 2016-22, 2016-23, 2016-24, 2016-25, 2016-26 and 2016-27, Approving Certain Terms and Conditions of Employment for the City Associations and Salary Ranges.

BACKGROUND:
The current Memorandums of Understanding (MOU) between the City of Winters (City) and the Associations expired on September 30, 2015, but do continue until a new MOU is adopted. Represented members of the Associations ratified the tentative agreements attached.

The City and the Associations have agreed to a two year contract effective the first full payroll in October 2015 through September 30, 2017. Key points of the tentative agreement are as follows:

1. New Salary Ranges reflecting a 1.5% Cost of Living Increase (COLA) effective October 2015 and a 2.5% COLA effective October 2016.
2. Increase in Salary ranges to cover the Employee PERS Contribution, this is due to the new Public Employee's Pension Reform Act (PEPRA)
3. Increase/Decrease in the cafeteria plan only for those employees who subscribe to the City's Health Insurance. Due to the increase in Blue Shield and the decrease in Kaiser rates there is only a few hundred dollars difference city-wide.
4. Placed a Vacation Accrual cap of 500 on all MOU's.
5. In several areas of the MOU's there is a (Side Letter of Agreement) this is due to the PERS Audit. We are working with them on appropriate language to make it PERS acceptable. There will be no changes to the employees.
6. A few of the bargaining units have requested to have Cesar Chavez Day be recognized Saturday and Sunday as all other holidays, not just Monday – Friday.

The City Council may choose to accept or reject any or all of the terms of the agreement. However, should the terms of this agreement be rejected or modified, the City and the Association will have to reopen negotiations.

FISCAL IMPACT:
$70,000 which is included in the budget.

CITY OF
WINTERS
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Est. 1875

RESOLUTION NO. 2016-20

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MISCELLANEOUS EMPLOYEES ASSOCIATION

Effective
October 2015

CITY OF WINTERS
MISCELLANEOUS EMPLOYEES ASSOCIATION

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into October 2015, through September 30, 2017 between the City of Winters (hereinafter referred to as City) and the City of Winters Employee's Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

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ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications hereinafter referred to as "Employee(s)":

Administrative Assistant (vacant)
Executive Secretary to City Manager (vacant)
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III (Senior Maintenance Worker)
Maintenance Worker IV (Field Supervisor)
Permit Technician
Records Clerk I & II (II vacant)
Recreation Coordinator (vacant)

The City reserves the right to alter or amend these classifications.

ARTICLE 2 - ASSOCIATION AND CITY COUNCIL APPROVAL

Upon approval by the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and is adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City; however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer in good faith regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Determine the necessity and amount of overtime required, and seasonally establish, modify, or change work schedules.

C. Direct the work force and hire, promote, demote, transfer, suspend, discipline, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocations, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.

G. Determine the size, character and use of inventories and accounting procedures.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ASSOCIATION RIGHTS

Pursuant to Article 2, the Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE 5 - ASSOCIATION DUES AND SECURITY

The City shall deduct dues and other premiums from the first and second paychecks of each employee and remit to the Association for the duration of this MOU the amount that

an employee authorizes in writing the city to deduct. The Association agrees to hold harmless and indemnify the

City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

A. Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) Become a member of the Association and maintain membership in good standing in accordance with its Constitution and Bylaws; or (2) shall pay an agency fee in an amount equal to the amount of the monthly dues pursuant to section G of this article.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. The City shall deduct from employee wages the regular membership dues of Association employees, or agency fees of other employees as provided in Section A, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provisions of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the City of Winters Employees Association, at the end of each month.

E. The City shall notify the Association of changes in bargaining unit membership in a form of check-off authorization, as approved by both the City and the Association.

F. Upon written request from the Association, the City shall within thirty (30) calendar days, terminate the employment of an employee who fails to comply with the requirements of this article.

G. An employee with lawfully established valid objections to membership or financial support of an Association shall be permitted to make in lieu payments to the Association or to other organizations as established by law, in accordance with the provisions of Section 3502.5 of the California Government Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of this MOU, the City agrees that it will not cause lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, stoppage of work or other job action. Compliance with the request of other labor

organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

If the City finds it necessary to reduce the work force due to lack of funds and/or work, the City may lay-off employees as follows:

A. The City shall notify the Association ninety (90) days prior to any actual lay-off in order to meet and confer to explore alternatives to laying off employees.

B. Employees shall be laid off in seniority order, with an employee with the least seniority in a classification affected by lay-off to be laid off first. Employees noticed for lay-off will receive (1) month base pay if they are actually laid off.

C. Within seventy-two (72) hours of lay-off notice, an employee may exercise bump down rights by bumping into any lower rated classification covered in this MOU for which the employee is qualified. Employees bumped by higher seniority employees may themselves have the option of bumping down.

D. The name of every employee laid off or bumped down, pursuant to this article, shall be placed on a reemployment list which shall be kept for a period of twelve (12) months. Such employees shall have precedent over any other individual applying for a position. Any reinstatement, shall be made in the reverse order of lay-off, or bump down.

E. Employees actually laid off must exercise reinstatement with twenty (20) days after the City deposits written notice of recall from lay-off in the United States mail addressed to the employee's last know address by certified mail return receipt requested. An employee who fails to respond will be removed from the reemployment list noted in Section D of this article.

ARTICLE 8 - BASE WAGES AND STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Steps: Addendum A provides a wage range with five (5) steps, also known as base wage steps, for each classification. The CPI-W will be the base for COLA Increases for all positions within this Association and will be reviewed at the end of April. All classifications will be receive a merit increase if eligible on anniversary date.

B. Benefits: The City provides the following benefits pursuant to the terms and conditions noted. Monthly benefits shall be prorated for any partially worked month.

C. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1. Uniform allowance - The City shall provide Public Works Field Staff with uniform service and two pairs of OSHA approved safety shoes every year (side letter of agreement). The Community Services Officer will receive $225.00 per quarter.

2. Bilingual Incentive - An employee who has completed original probation and uses both English and another language, written and/or spoken on the job, and the use of such skill is required by the job description to carry out job duties, shall receive $200.00 per month, based upon successful completion of a qualified testing firm. Bilingual incentive is applicable to any classification and wage step noted in Addendum A only as long as bilingual skills are required by the job description and Department Head and approved by the City Manager prior to recruitment. The City will retain Cooperative Personnel Services to do the testing. This will apply to all employees eligible for the incentive

3. Insurance - Employees receive up to $2,366 per month (depending on size of family and choice of plan) to purchase various health, dental, and other insurance to which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee in taxable wages. The City agrees to pick up the increase in dental and health premiums. The City shall pay the cost of Long Term Disability Insurance and the cost of a $30,000 Life Insurance Policy for each employee in this Association. The City of Winters will pay for the vision plan for all employees. Dependent cost must be paid for by employee.

4. Public Employees Retirement System (PERS) - Employees shall join the PERS system as a condition of employment.

   Tier One Retirement Formula
   Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

   Tier Two Retirement Formula
   Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

The City shall pay the employer rate and the employee shall pay the employee rate of 7%.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The City shall pay the employer costs. The employee shall pay the employee contributions prescribed by Federal rules and regulations.

6. State Unemployment Insurance (SUI) - The City shall pay all State Unemployment Insurance costs.

7. Education Incentive - An employee who has completed original probation and while working for the City provides evidence of having received a degree from an accredited college/university, or a license or certificate, issued by a State agency or technical certifying board which the Department Head and/or City Manager deems appropriate to the needs of the job being performed or future needs of the City, shall receive incentive pay, added to base monthly wage in the following amounts:

BA/BS Degree	10%
AA/AS Degree (or minimum of 90 semester units)	4%
License	2%
Certificate	2%

Whether a degree, certificate or, license is needed to perform the job duties or is appropriate to the needs of the City is a decision which is solely within the purview of the City. Certificates which enhance or improve the performance of regular job duties are not considered required and are not eligible for the incentive. Education incentive shall not be paid for any degree, license or certificate, which is required to hold a particular classification. Each license or certificate will be reviewed annually. There is a total cap of 10%. Incentive pay shall not be paid for certificates or licenses which have expired.

8. Longevity Incentive - An employee who has completed five (5)

consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

9. An employee who has increased their personal contributions into a Deferred Compensation plan the City will contribute a match of up to $500 annually. (Frozen at this time.)

10. All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). All employees agree to a $25.00 per pay period contribution.

C. Wage Plan Administration

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 p.m.) on or before every other Wednesday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave, provided a written request is submitted to the Finance Office at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor within ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a step advance. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review without the acknowledgment of both the supervisor and employee.

   b. A discussion between the supervisor and employee on the content of the performance evaluation.

c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgment by a reviewing official, all become part of the evaluation.

If the evaluation is satisfactory or better, the employee may be granted a step increase. If the evaluation is less than satisfactory a step increase will not be granted, provided however that inadequate work performance has been previously documented. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENTS, PROMOTION, DEMOTION

All employees shall be provided with a copy of Government Code Section 3100-3109 and sign and Oath of Allegiance and Declaration of Permission to Work as part of their new employee orientation.

A. Probation: The probation period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employment relation if work performance or adjustment to the work relation if it does not meet the expectations of the City.

1. All original or promotional appointments shall be tentative and subject to a probation period of six (6) months.

2. The probation period may be extended up to six (6) months by the City as a result of an employee's unfavorable performance evaluation.

3. During the probation period, an employee will be evaluated at the end of two (2), four (4), and six (6) months.

4. During the probation period, a newly hired employee may be discharged without right of appeal if the City deems the employee/employer relationship and/or the employee's performance does not warrant formal appointment to the position.

5. During the probation period a promoted employee may be returned to the job previously held if the City deems that formal appointment is not warranted. An employee may appeal such decision pursuant to all rules and regulations dealing with discipline.

B. New Classifications: The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.

1. The City may reclassify any job within the City service to accommodate changed job duties not anticipated in the original classification.

2. Reclassification shall not be used to avoid restrictions surrounding promotions or demotions, or to assume new duties and responsibilities not originally assigned to the position.

3. An employee whose job is reclassified shall receive the wage step in the reclassified position's range that is higher but closest to the wage step currently held, but in no case shall a wage be paid which is higher than the wage range.

D. Action Appointments: The City may appoint an employee to an acting capacity in a higher job classification. The employee shall receive two hundred dollars ($200.00) per month for each full month of service while in the acting capacity.

1. Service in an acting capacity shall not continue beyond six (6) months except upon mutual agreement of the City and employee.

2. An employee having served in an acting capacity and subsequently appointed to the position shall establish a new anniversary date retroactive to the beginning of the acting appointment. If the employee does not meet the minimum requirements for the position, then the anniversary date will not be set until the minimum requirements are met.

E. Promotion: The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher step at least five (5) percent above that currently held provided that it does not exceed the wage range established for the new classification.

2. A promoted employee shall be subject to a six (6) month probationary period. An employee rejected during the probationary period shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Section F.

3. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

F. Demotion: The City may, with cause, demote an employee to a lower job classification.

1. A demoted employee shall receive a minimum decease in wage equivalent to one (1) wage step in the employee's current job classification, provided however, that no employee shall receive a salary that exceeds the maximum salary established for the lower job classification.

2. A new anniversary date shall be established as of the day on which the employee is formally demoted to the lower job classification.

3. Employees being demoted shall not lose any years of service credit or seniority.

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are deemed confidential. Access to personnel records of an employee shall be limited to the City Manager, Administrative Services Director, and the Director of the Department to which an employee is assigned. An employee and/or their representatives, designated by the employee in writing, shall be allowed to review the employee's personnel records during regular business hours. An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK

Public Works Maintenance Schedule:
The normal work shift is one (1) work day consisting of eight (8) hours. The work shift is one (1) work day consisting of eight (8) hours. The work period for all employees within the bargaining group shall be seven (7) days in length commencing at 12:00 midnight.

9/80 Work Schedule: Administrative Positions Only
The Alternative Work Schedule provides for eligible employees to work their 40-hour work week in less than 5 days per week, thereby allowing employees to have one day off every other week, to the extent the practice does not negatively impact business operations or service to the community, or would otherwise materially increase the costs of providing services to the community. This policy is considered the standard work schedule for eligible City employees. Certain positions may be exempted from this policy due to business reasons.

This Alternative Work Schedule applies only to full-time, regular City employees who are not sworn public safety employees or employees who are public safety employees serving in administrative capacities.

The standard work schedule is referred to as a 9/80 work schedule. This provides that employees work nine (9) hour days per week, plus one eight (8) hour day once every two weeks. The employee is allowed to take one day off every other week. Friday will be deemed as the day employees are eligible to take off, and will be the one (8) hour day per week. Depending on department coverage, a different day of the week may need to be taken as the day off.

All 9/80 work shifts must cover the regular City Hall business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Management reserves the right to schedule personnel on or off the 9/80 work schedule as necessary.

All Employees in this Unit

A. The work shift is normally 8:00 a.m. to 5:00 p.m. for employees within City Hall. Employees (such as Public Works Employees) for whom the City deems a different schedule to be desirable or necessary shall work according to such other schedule, as deemed necessary by the Public Works Director.

B. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift. Pursuant to Department of Labor guidelines the department shall determine the time and manner in which rest periods shall be taken. Rest periods are paid time and shall be taken at the work site.

C. Employees shall receive one (1) sixty (60) minute lunch break during a work shift. Lunch breaks shall be scheduled by the department with due consideration to the desires of an employee. Lunch breaks are not paid time and may be taken away from the work site.

D. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

ARTICLE 12 - OVERTIME

Although all classifications listed in this Memorandum of Understanding are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA), the City may designate certain positions exempt per Department of Labor guidelines. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

A. Work Period: The work period for all employees within the bargaining group shall be seven (7) days in length commencing at 12:00 midnight Saturday.

B. All employees, except those deemed exempt, required to work hours in excess of the standard work period of forty (40) hours in a seven (7) day cycle, or more than eight (8/9 for 9/80) hours in a day shall receive overtime pay at the rate of time and one-half the regular rate of pay.

C. Except in emergency situations, all overtime must have written authorization of a supervisor prior to starting overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained and followed up by written authorization as soon as practical. Dispatched calls necessitating overtime work before or beyond a regular shift are considered authorized. An employee's failure to obtain prior written approval, will result in denial of the overtime request.

D. Employees may be provided with a locker for personal convenience. Employees may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Employees are expected to change clothes during normal shift hours and time spent in changing clothes before or after a shift, or during lunch, are not considered hours worked and are not compensable in any manner whatsoever.

E. Compensatory time off may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked over forty (40) hours in a week or over eight (8/9 for 9/80) hours in a day. Employees may accrue up to forty (40) hours of compensatory time. Unused time on the books as of the first pay period in December shall be paid to an employee. Unused compensatory time on the books shall be paid at termination of employment.

F. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for actual interrupted time at the overtime rate if the employee works a full shift that day.

ARTICLE 13 - CALL-BACK ALLOWANCE

Public Works Employees who are on standby shall be paid an additional $300 per week for the week that they are on standby in addition to their regular salary. Standby weeks will be scheduled with a rotating schedule within the department and directly with the Director of Public Works. Employees that are on standby are to remain within one hour of the City of Winters and are to be accessible by either their City Nextel or home phone.

An employee who is called back after working a regular shift or work week (between the hours of 6 p.m. and 6 a.m., Monday through Friday or at any time during Saturday or Sunday, shall be compensated for a minimum of three (3) hours, or for actual hours worked, whichever is greater, at the overtime rate.

Employees who are called back for issues generated based on their own negligence or failure to adequately complete part of a work assignment shall be exempted from eligibility for "Call Back" and will be paid for actual time (at the overtime rate) to complete and/or correct the situation.

ARTICLE 14 - SICK LEAVE

A. Represented full-time employees earn and accumulate sick leave at the rate of one (1) day per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue.

B. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.

C. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not accrue sick leave for the pay period in which the absence occurred. Sick leave shall not be accrued by an employee absent from duty after separation from City service.

D. If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

E. An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the forty-eight (48/54 for 9/80) hours Incentive

Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

F. The City shall institute a Sick Leave Incentive Program for all Bargaining Unit employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employee's to be eligible for the Sick Leave Incentive, they must not have used more than forty-eight (48) hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the forty-eight (48/54 for 9/80) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

G. Upon separation, an employee is not entitled to receive salary for unused earned sick leave. Unused earned sick leave may be used as a credit in service retirement pursuant to contract provisions with the Public Employees' Retirement System as described in the Memorandums of Understanding.

ARTICLE 15 – CATASTROPHIC ILLNESS OR INJURY

A. Full-time employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, and sick leave.

ARTICLE 16 - HOLIDAYS

A. Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Half Day - Good Friday
5. Cesar Chavez Day (Recognized Only – Monday through Friday) (No additional day off if falls on Saturday or Sunday)
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day

11. Day After Thanksgiving Day
12. December 24th
13. December 25th

B. Every employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off, one between January 1st - June 30th and the other between July 1st - December 31st, the employee will forfeit their floating holiday credit.

C. If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

D. In the event that a holiday falls on an employee's regularly scheduled work day and the employee is required to work, the employee shall be paid for actual hours worked and may elect to receive an additional eight (8) hours paid at straight time rate or eight (8) hours added to the employee's vacation accrual.

ARTICLE 17 - VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

YEARS	DAYS
0 - 3	12 days
4 - 6	15 days
7 - 9	17 days
10 - 12	20 days
13 - 16	22 days
17 - 22	25 days
23 - PLUS	27 days

B. Scheduling of employee vacation leave shall be at the employee's discretion with the Department Head's approval. Any scheduling conflicts shall be resolved with employee's seniority with City employment. If there is a tie then the tie will be resolved according to Departmental Seniority.

C. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to an employee after separation from City service.

D. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All

employees shall take at least one (1) week {5 straight working days} away from the job each year.

E. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not earn vacation leave for the pay period in which the absence occurred.

F. Employees may cash in up to eighty (80) hours of vacation leave per year providing the employee takes at least one week off as specified in Article 16-D with the approval of the City Manager.

G. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

H. An employee separated from City service shall be compensated for vacation hours on the books.

ARTICLE 18 - TRAINING SCHOOL FEES

When, as a condition for continued employment, the City requires attendance at a school or training establishment and where fees are charged, such fees shall be paid by the City. An employee required to attend such school shall suffer no loss of wages or benefits. This article does not apply to employees who do not meet the minimum schooling, license, or certification requirements of their classification. For such employees the City reserves the right to work out a separate agreement to assist the employee in achieving minimum requirements in a reasonable time.

Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from training facility, non-mandatory training, outside of an employee's work shift.

ARTICLE 19 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) City employee representatives time off from normal duties without loss of wages or benefits when formally meeting and conferring with representatives of the City in matters within the scope of representation. In no case shall overtime be paid for such meeting and conferring. Association meetings during which association business is discussed may occur during normal work hours provided Department Heads are notified at least one (1) week prior to the meeting and that meetings are of a reasonable duration and frequency.

ARTICLE 20 - WORKER'S COMPENSATION INSURANCE

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

A. Industrial Injuries and Accidents.

1. Employees shall report any work related injury or illness which requires medical treatment to the appropriate department supervisor a soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

2. Employees shall report any work related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.

C. Medical Treatment. Any employee suffering from any work related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility. Employees can seek treatment from their own physician or facility also.

D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code, may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employees base monthly salary.

F. Temporary light duty. The City may make jobs available for the employee who can perform light duty assignments approved by the employee's

physician and the City.

ARTICLE 21 - LEAVE OF ABSENCE

Any employee who has successfully completed the original probationary period may request a leave of absence for a period not to exceed one (1) year.

A. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits. Any leave of absence exceeding thirty (30) days must be approved by the City Council.

B. Military leave shall be granted in accordance with the provisions of State Law.

ARTICLE 22 - DISCIPLINE

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City.

A. Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:

1. Fraud in securing appointment.
2. Incompetency.
3. Inefficiency.
4. Insubordination.
5. Dishonesty.
6. Drunkenness on duty.
7. Addiction to the use of controlled substances.
8. Inexcusable absence without leave.
9. Immorality.
10. Discourteous treatment of the public or other employees.
11. Improper political activity while on duty.
12. Willful disobedience.
13. Misuse of City property.
14. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
15. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.

B. Disciplinary Action.

The purpose of the disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards. Whenever any of the above actions are to be taken, the Department Head shall notify the City Manager. The City Manager shall be responsible for determining that the process is outlined in this Section.

1. Oral or Written Reprimand.

When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem observed. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion and discharge.

2. Suspension.

The Department Head may suspend an employee for cause and without pay, upon approval of the City Manager, for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The City Manager may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether the immediate suspension shall be with or without pay. No employee shall be suspended without pay for more than thirty (30) calendar days in any calendar year.

3. Reduction-in-Pay

The Department Head, upon approval of the City Manager, may reduce an employee's pay for cause to a lower step or range as a disciplinary action.

4. Demotion.

The Department Head, upon approval of the City Manager, may demote an employee for cause as a disciplinary action.

5. Discharge -.An employee may be discharged by the Department Head for cause upon approval of the City Manager. Permanent

employees shall be discharged only after appropriate disciplinary proceedings. The Appointing Authority may suspend the employee with pay immediately, as provided in 2 of this Section, pending the proper disciplinary process. Prompt disciplinary processing shall follow.

C. Notice of Proposed Disciplinary Action.

Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures established by the City Manager. Such procedures shall be developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing.

The disciplinary hearing is an informal meeting at which the employee has an opportunity to rebut the charges against him/her or to state any mitigating circumstances. The City Manager or his/her designee shall hear and consider the employee's response.

E. Notice of Decision.

Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager preferably before the effective date, or as soon thereafter as possible.

F. Appeal of Decision.

In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing, the City Council shall hear the matter. After due consideration, the City Council shall give its written recommendation for dispensation of the appeal to the Appointing Authority and to the employee within ten (10) calendar days.

G. Employees may, if they choose to, have an association or other representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal.

No employee shall be penalized in any way for availing himself/herself of, or participating in the appeal process.

ARTICLE 23 - GRIEVANCE PROCEDURES

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure. The first attempt to settle a grievance will be through discussion with the immediate supervisor. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head.

B. Formal Grievance Procedure. An employee filing a formal appeal shall do so in accordance with the following:

1. Department Review. The appeal shall be presented in writing to the employee's department head who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the department head, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review. The City Manager or a designated representative shall discuss the grievance with the employee. The City Manager may designate a fact finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) working days of the appeal.

   If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Council. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the City Manager, the appeal shall be deemed to have been abandoned and terminated. Appeal to the City Council. On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the

hearing of the date, time, and place of the meeting. Unless incapacitated, the employee making the appeal shall appear personally at the hearing.

After conducting any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify the findings. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

If due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person of their choosing in preparing and presenting the grievance at any level of review.

3. The employee shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 24 - JURY DUTY

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

ARTICLE 25 - INSPECTION PRIVILEGES/POSTING OF NOTICES

A. With City approval, authorized agents of the Association shall have access to City premises during work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday for purposes of adjusting disputes, investigating working conditions and such other matters as may be needed. Access shall be conducted so as not to interfere with the conduct of City services and safety or security

standards.

B. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by an authorized Association representative and a copy provided to the City Manager.

ARTICLE 26 - SAFETY AND HEALTH

The City will provide protective devices, safety apparel, equipment and facilities pursuant to applicable regulations or laws. Employees shall utilize such protective devices, safety apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

ARTICLE 27 - WORK BY MANAGEMENT PERSONNEL

It is agreed that management personnel will not perform work which is normally performed by employees covered in this MOU. Management and/or supervisory personnel may perform any work required or directed in the event of an emergency or to assure that a department is meeting its service goals.

ARTICLE 28 - NON-DISCRIMINATION

Neither the City or the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, disability, or Association or non-Association activities.

ARTICLE 29 - SAVINGS PROVISION

If any provision(s) of this Memorandum of Understanding are held contrary to law, such provision(s) shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect. On occurrence of such an event, the parties shall meet and confer in good faith as soon as practical to renegotiate only the invalidated provision(s).

ARTICLE 30 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from October 1, 2015 through September 30, 2017 and from year to year thereafter unless one party serves notice on the other.

ARTICLE 31 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within

the scope of representation. The understandings set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment and shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, renegotiate any part or provision of this MOU, during its term.

Any prior or existing Memorandum of Understanding between the parties, past practices or conflicting rules and regulation regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Employee Association on the 1 day of June, 2016.

BY: _____
Association Representative

BY: Robert Anderson
Association Representative

Accepted for submittal to the City Council on the ___ day of May ___, 2016.

BY: _____
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2016.

_____
Cecilia Aguiar-Curry, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

ADDENDUM A

WINTERS EMPLOYEES ASSOCIATION SALARY SCHEDULE
OCTOBER 2015
1.5% COLA

Position	A	B	C	D	E
Administrative Assistant (v)	3,622	3,803	3,993	4,193	4,403
Executive Assistant to City Manager (v)	3,533	3,710	3,895	4,090	4,294
Maintenance Worker I	2,502	2,627	2,759	2,896	3,041
Maintenance Worker II	3,309	3,475	3,649	3,831	4,028
Maintenance Worker III (Senior)	4,022	4,223	4,434	4,656	4,889
Maintenance Worker IV (Field Sup)	4,892	5,136	5,393	5,663	5,946
Permit Technician	3,304	3,469	3,643	3,825	4,016
Records Clerk I	2,574	2,702	2,837	2,979	3,128
Records Clerk II	2,828	2,969	3,118	3,274	3,438
Recreation Coordinator	2,577	2,706	2,841	2,983	3,132

WINTERS EMPLOYEES ASSOCIATION SALARY SCHEDULE
OCTOBER 2016
2.5% COLA

Position	A	B	C	D	E
Administrative Assistant (v)	3,713	3,898	4,093	4,298	4,513
Executive Assistant to City Manager (v)	3,621	3,902	3,992	4,192	4,402
Maintenance Worker I	2,565	2,693	2,828	2,969	3,117
Maintenance Worker II	3,392	3,562	3,740	3,927	4,123
Maintenance Worker III (Senior)	4,122	4,329	4,545	4,772	5,011
Maintenance Worker IV (Field Sup)	5,014	5,265	5,528	5,805	6,095
Permit Technician	3,387	3,556	3,734	3,920	4,116
Records Clerk I	2,638	2,770	2,908	3,054	3,207
Records Clerk II	2,899	3,044	3,196	3,356	3,523
Recreation Coordinator	2,641	2,773	2,912	3,058	3,211

CITY OF
WINTERS
california
Est. 1875

RESOLUTION NO. 2016-21

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION

Effective
October 2015

CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION

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****PREAMBLE****

This Memorandum of Understanding (MOU) is entered into this ___ day of October, 2015 through September 30, 2017 between the City of Winters (hereinafter referred to as City) and the City of Winters Mid-Management Employee's Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

****

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications hereinafter referred to as "Employee(s)":

Accounting Technician
Administrative Coordinator
Associate Planner
Management Analyst
Facilities Manager

The City reserves the right to alter or amend these classifications.

ARTICLE 2 - ASSOCIATION AND CITY COUNCIL APPROVAL

Upon approval by the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and is adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City; however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer in good faith regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Determine the necessity and amount of overtime required, and seasonally establish, modify, or change work schedules.

C. Direct the work force and hire, promote, demote, transfer, suspend, discipline, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocations, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.

G. Determine the size, character and use of inventories and accounting procedures.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ASSOCIATION RIGHTS

Pursuant to Article 2, the Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE 5 - ASSOCIATION DUES AND SECURITY

The City shall deduct dues and other premiums from the first and second paychecks of each employee and remit to the Association for the duration of this MOU the amount that an employee authorizes in writing the city to deduct. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

A. Every employee covered by this MOU shall, within sixty (60) calendar days of

employment: (1) Become a member of the Association and maintain membership in good standing in accordance with its Constitution and Bylaws; or (2) shall pay an agency fee in an amount equal to the amount of the monthly dues pursuant to section G of this article.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. The City shall deduct from employee wages the regular membership dues of Association employees, or agency fees of other employees as provided in Section A, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provisions of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the City of Winters Mid-Management Employees Association, at the end of each month.

E. The City shall notify the Association of changes in bargaining unit membership in a form of check-off authorization, as approved by both the City and the Association.

F. Upon written request from the Association, the City shall within thirty (30) calendar days, terminate the employment of an employee who fails to comply with the requirements of this article.

G. An employee with lawfully established valid objections to membership or financial support of an Association shall be permitted to make in lieu payments to the Association or to other organizations as established by law, in accordance with the provisions of Section 3502.5 of the California Government Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of this MOU, the City agrees that it will not cause lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, and stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

If the City finds it necessary to reduce the work force due to lack of funds and/or work, the City may lay-off employees as follows:

A. The City shall notify the Association ninety (90) days prior to any actual lay-off in order to meet and confer to explore alternatives to laying off employees.

B. Employees shall be laid off in seniority order, with an employee with the least seniority in a classification affected by lay-off to be laid off first. Employees noticed for lay-off will receive (1) month base pay if they are actually laid off.

C. Within seventy-two (72) hours of lay-off notice, an employee may exercise bump down rights by bumping into any lower rated classification covered in this MOU for which the employee is qualified. Employees bumped by higher seniority employees may themselves have the option of bumping down.

D. The name of every employee laid off or bumped down, pursuant to this article, shall be placed on a reemployment list which shall be kept for a period of twelve (12) months. Such employees shall have precedent over any other individual applying for a position. Any reinstatement shall be made in the reverse order of lay-off, or bump down.

E. Employees actually laid off must exercise reinstatement with twenty (20) days after the City deposits written notice of recall from lay-off in the United States mail addressed to the employee's last know address by certified mail return receipt requested. An employee who fails to respond will be removed from the reemployment list noted in Section D of this article.

ARTICLE 8 - BASE WAGES AND STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Steps: Addendum A provides a wage range with five (5) steps, also known as base wage steps, for each classification. The CPI-W will be the base for COLA Increases for all positions within this Association and will be reviewed annually. Compensation and Classification surveys will be conducted at a minimum of every three (3) years. Effective July 2014 all classifications will be receive a merit increase if eligible on anniversary date.

B. Benefits: The City provides the following benefits pursuant to the terms and conditions noted. Monthly benefits shall be prorated for any partially worked month.

C. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1, Uniform allowance - The City shall provide the Wastewater Facilities Manager with uniform service and two pairs of OSHA approved safety shoes every year. (Side letter of agreement).

2. Bilingual Incentive - An employee who has completed original probation and uses both English and another language, written and/or spoken on the job, and the use of such skill is required by the job description to carry out job duties, shall receive $200.00 per month, based upon successful completion of a qualified testing firm. Bilingual incentive is applicable to any classification and wage step noted in Addendum A only as long as bilingual skills are required by the job description and Department Head and approved by the City Manager prior to recruitment. The City will retain Cooperative Personnel Services to do the testing. This will apply to all employees eligible for the incentive

3. Insurance - Employees receive up to $2,406 per month (depending on size of family and choice of plan) to purchase various health, dental, and other insurance to which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee in taxable wages. The City agrees to pick up the increase in dental and health premiums when they go into effect. The City shall pay the cost of Long Term Disability Insurance and the cost of a $30,000 Life Insurance Policy for each employee in this Association. The City of Winters will pay for the vision plan for all employees. Dependent cost must be paid for by employee.

4. Public Employee's Retirement System (PERS) - Employees shall join the PERS system as a condition of employment.

   Tier One Retirement Formula
   Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

   Tier Two Retirement Formula
   Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

   Tier Three Retirement Formula
   Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

The City shall pay the employer rate and the employee shall pay the employee rate of 7%.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The City shall pay the employer costs. The employee shall pay the employee contributions prescribed by Federal rules and regulations.

6. State Unemployment Insurance (SUI) - The City shall pay all State Unemployment Insurance costs.

7. Deferred Compensation - The City of Winters contributes 4% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer contribution is frozen at this time.)

8. Longevity Incentive - An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

9. CALGOVEBA- All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). Employer agrees to pay the monthly administrative fee for each employee.

Salary reduction - Contribution:

Employee Category	Mandatory Contribution
Associate Planner	$25.00 per pay period
Facility Manager	$50.00 per pay period
Accounting Tech	$75.00 per pay period
Administrative Coordinator	$300.00 per pay period

Terminal/Annual Leave Contribution:

Employee Category	Mandatory Contribution
0-5 Years of Service	50% value of leaves
6-10 Years of Service	75% value of leaves
10-20 Years of Service	75% value of leaves
20+ Years of Service	75% value of leaves

C. Wage Plan Administration

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 p.m.) on or before every other Wednesday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave, provided a written request is submitted to the Finance Office at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor within ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a step advance. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review without the acknowledgment of both the supervisor and employee.

   b. A discussion between the supervisor and employee on the content of the performance evaluation.

   c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgment by a reviewing official, all become part

of the evaluation.

If the evaluation is satisfactory or better, the employee may be granted a step increase. If the evaluation is less than satisfactory a step increase will not be granted, provided however that inadequate work performance has been previously documented. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENTS, PROMOTION, DEMOTION

All employees shall be provided with a copy of Government Code Section 3100-3109 and sign and Oath of Allegiance and Declaration of Permission to Work as part of their new employee orientation.

A. Probation: The probation period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employment relation if work performance or adjustment to the work relation if it does not meet the expectations of the City.

1. All original or promotional appointments shall be tentative and subject to a probation period of six (6) months.

2. The probation period may be extended up to six (6) months by the City as a result of an employee's unfavorable performance evaluation.

3. During the probation period, an employee will be evaluated at the end of two (2), four (4), and six (6) months.

4. During the probation period, a newly hired employee may be discharged without right of appeal if the City deems the employee/employer relationship and/or the employee's performance does not warrant formal appointment to the position.

5. During the probation period a promoted employee may be returned to the job previously held if the City deems that formal appointment is not warranted. An employee may appeal such decision pursuant to all rules and regulations dealing with

discipline.

B. New Classifications: The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.

1. The City may reclassify any job within the City service to accommodate changed job duties not anticipated in the original classification.

2. Reclassification shall not be used to avoid restrictions surrounding promotions or demotions, or to assume new duties and responsibilities not originally assigned to the position.

3. An employee whose job is reclassified shall receive the wage step in the reclassified position's range that is higher but closest to the wage step currently held, but in no case shall a wage be paid which is higher than the wage range.

D. Action Appointments: The City may appoint an employee to an acting capacity in a higher job classification. The employee shall receive two hundred dollars ($200.00) per month for each full month of service while in the acting capacity.

1. Service in an acting capacity shall not continue beyond six (6) months except upon mutual agreement of the City and employee.

2. An employee having served in an acting capacity and subsequently appointed to the position shall establish a new anniversary date retroactive to the beginning of the acting appointment. If the employee does not meet the minimum requirements for the position, then the anniversary date will not be set until the minimum requirements are met.

E. Promotion: The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher step at least five (5) percent above that currently held provided that it does not exceed the wage range established

for the new classification.

1. A promoted employee shall be subject to a six (6) month probationary period. An employee rejected during the probationary period shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Section F.

2. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

F. Demotion: The City may, with cause, demote an employee to a lower job classification.

1. A demoted employee shall receive a minimum decease in wage equivalent to one (1) wage step in the employee's current job classification, provided however, that no employee shall receive a salary that exceeds the maximum salary established for the lower job classification.

2. A new anniversary date shall be established as of the day on which the employee is formally demoted to the lower job classification.

3. Employees being demoted shall not lose any years of service credit or seniority.

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are deemed confidential. Access to personnel records of an employee shall be limited to the City Manager, Administrative Services Director, and the Director of the Department to which an employee is assigned. An employee and/or their representatives, designated by the employee in writing, shall be allowed to review the employee's personnel records during regular business hours. An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK – 9/80 ALTERNATIVE WORK SCHEDULE

The Alternative Work Schedule provides for eligible employees to work their 40-hour work week in less than 5 days per week, thereby allowing employees to have one day off every other week, to the extent the practice does not negatively impact business operations or

service to the community, or would otherwise materially increase the costs of providing services to the community. This policy is considered the standard work schedule for eligible City employees. Certain positions may be exempted from this policy due to business reasons.

This Alternative Work Schedule applies only to full-time, regular City employees who are not sworn public safety employees or employees who are public safety employees serving in administrative capacities.

The standard work schedule is referred to as a 9/80 work schedule. This provides that employees work nine (9) hour days per week, plus one eight (8) hour day once every two weeks. The employee is allowed to take one day off every other week. Friday will be deemed as the day employees are eligible to take off, and will be the one (8) hour day per week. Depending on department coverage, a different day of the week may need to be taken as the day off.

All 9/80 work shifts must cover the regular City Hall business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Management reserves the right to schedule personnel on or off the 9/80 work schedule as necessary.

A. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift. Pursuant to Department of Labor guidelines the department shall determine the time and manner in which rest periods shall be taken. Rest periods are paid time and shall be taken at the work site.

B. Employees shall receive one (1) sixty (60) minute lunch break during a work shift. Lunch breaks shall be scheduled by the department with due consideration to the desires of an employee. Lunch breaks are not paid time and may be taken away from the work site.

C. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

ARTICLE 12 - OVERTIME

Although all classifications listed in this Memorandum of Understanding are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA), the City may designate certain positions exempt per Department of Labor guidelines. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

A. Work Period: The work period for all employees within the bargaining group shall be seven (7) days in length commencing at 12:00 midnight Saturday.

B. All employees, except those deemed exempt, required to work hours in excess of the standard work period of forty (40) hours in a seven (7) day cycle, shall receive overtime pay at the rate of time and one-half the regular rate of pay.

C. Except in emergency situations, all overtime must have written authorization of a supervisor prior to starting overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained and followed up by written authorization as soon as practical. Dispatched calls necessitating overtime work before or beyond a regular shift are considered authorized. An employee's failure to obtain prior written approval will result in denial of the overtime request.

D. Employees may be provided with a locker for personal convenience. Employees may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Employees are expected to change clothes during normal shift hours and time spent in changing clothes before or after a shift, or during lunch, are not considered hours worked and are not compensable in any manner whatsoever.

E. Compensatory time off may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked over forty (40) hours in a week. Employees may accrue up to forty (40) hours of compensatory time. Unused time on the books as of the first pay period in December shall be paid to an employee. Unused compensatory time on the books shall be paid at termination of employment.

F. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for actual interrupted time at the overtime rate if the employee works a full shift that day.

ARTICLE 13 - SICK LEAVE

A. Represented full-time employees earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue.

B. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.

C. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not accrue sick leave for the pay period in which the absence occurred. Sick leave shall not be accrued

by an employee absent from duty after separation from City service. Sick leave balances at separation shall be forfeited.

D. If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

E. An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

F. The City shall institute a Sick Leave Incentive Program for all Bargaining Unit employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employee's to be eligible for the Sick Leave Incentive, they must not have used more than fifty-four (54) hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

G. Employees in service 20 or more years will receive up to 500 hours cashed out. The remaining hours after the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

ARTICLE 14 – CATASTROPHIC ILLNESS OR INJURY

A. Full-time employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, and sick leave.

ARTICLE 15 - HOLIDAYS

A. Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday

3. President's Day
4. Half Day - Good Friday
5. Cesar Chavez Day (Recognized Only – Monday through Friday) (No additional day off if falls on Saturday or Sunday)
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving Day
12. December 24th
13. December 25th

B. Every employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off, one between January 1st - June 30th and the other between July 1st - December 31st, the employee will forfeit their floating holiday credit.

C. If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

D. In the event that a holiday falls on an employee's regularly scheduled work day and the employee is required to work, the employee shall be paid for actual hours worked and may elect to receive an additional eight/nine (8/9) hours paid at straight time rate or eight (8/9) hours added to the employee's vacation accrual.

ARTICLE 16 - VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

YEARS	DAYS
0 - 3	12 days
4 - 6	15 days
7 - 9	17 days
10 - 12	20 days
13 - 16	22 days
17 - 22	25 days
23 - PLUS	27 days

B. Scheduling of employee vacation leave shall be at the employee's discretion with the Department Head's approval. Any scheduling conflicts shall be resolved with employee's seniority with City employment. If there is a tie

then the tie will be resolved according to Departmental Seniority.

C. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to an employee after separation from City service.

D. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used.All employees shall take at least one (1) week {5 straight working days} away from the job each year.

E. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not earn vacation leave for the pay period in which the absence occurred.

F. Employees may cash in up to sixty-four (64) hours of vacation leave per year providing the employee takes at least one week off as specified in Article 16-D with the approval of the City Manager. (Cash out is frozen at this time.)

G. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

H. An employee separated from City service shall be compensated for vacation hours on the books.

Side Letter of Agreement for re-opener on capping accrued leave.

ARTICLE 17 - TRAINING SCHOOL FEES

When, as a condition for continued employment, the City requires attendance at a school or training establishment and where fees are charged, such fees shall be paid by the City. An employee required to attend such school shall suffer no loss of wages or benefits. This article does not apply to employees who do not meet the minimum schooling, license, or certification requirements of their classification. For such employees the City reserves the right to work out a separate agreement to assist the employee in achieving minimum requirements in a reasonable time.

Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from training facility, non-mandatory training, outside of an employee's work shift.

ARTICLE 18 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) City employee representatives time off from normal duties without loss of wages or benefits when formally meeting and conferring with representatives of the City in matters within the scope of representation. In no case shall overtime be paid for such meeting and conferring. Association meetings during which association business is discussed may occur during normal work hours provided Department Heads are notified at least one (1) week prior to the meeting and those meetings are of a reasonable duration and frequency.

ARTICLE 19 - WORKER'S COMPENSATION INSURANCE

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

A. Industrial Injuries and Accidents.

1. Employees shall report any work related injury or illness which requires medical treatment to the appropriate department supervisor a soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

2. Employees shall report any work related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.

C. Medical Treatment. Any employee suffering from any work related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility. Employees can seek treatment from their own physician or facility also.

D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a

worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

F. Temporary light duty. The City may make jobs available for the employee who can perform light duty assignments approved by the employee's physician and the City.

ARTICLE 20 - LEAVE OF ABSENCE

Any employee who has successfully completed the original probationary period may request a leave of absence for a period not to exceed one (1) year.

A. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits. Any leave of absence exceeding thirty (30) days must be approved by the City Council.

B. Military leave shall be granted in accordance with the provisions of State Law.

ARTICLE 21 - DISCIPLINE

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City.

A. Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:

1. Fraud in securing appointment.
2. Incompetency.
3. Inefficiency.
4. Insubordination.
5. Dishonesty.
6. Drunkenness on duty.
7. Addiction to the use of controlled substances.
8. Inexcusable absence without leave.
9. Immorality.
10. Discourteous treatment of the public or other employees.
11. Improper political activity while on duty.
12. Willful disobedience.

13. Misuse of City property.
14. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
15. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.

B. Disciplinary Action.

The purpose of the disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards. Whenever any of the above actions are to be taken, the Department Head shall notify the City Manager. The City Manager shall be responsible for determining that the process is outlined in this Section.

1. Oral or Written Reprimand.

When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem observed. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion and discharge.

2. Suspension.

The Department Head may suspend an employee for cause and without pay, upon approval of the City Manager, for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The City Manager may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether the immediate suspension shall be with or without pay. No employee shall be suspended without pay for more than thirty (30) calendar days in any calendar year.

3. Reduction-in-Pay

The Department Head, upon approval of the City Manager, may reduce an employee's pay for cause to a lower step or range as a disciplinary action.

4. Demotion.

The Department Head, upon approval of the City Manager, may demote an employee for cause as a disciplinary action.

5. Discharge: .An employee may be discharged by the Department Head for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings. The Appointing Authority may suspend the employee with pay immediately, as provided in 2 of this Section, pending the proper disciplinary process. Prompt disciplinary processing shall follow.

C. Notice of Proposed Disciplinary Action.

Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures established by the City Manager. Such procedures shall be developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing.

The disciplinary hearing is an informal meeting at which the employee has an opportunity to rebut the charges against him/her or to state any mitigating circumstances. The City Manager or his/her designee shall hear and consider the employee's response.

E. Notice of Decision.

Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager preferably before the effective date, or as soon thereafter as possible.

F. Appeal of Decision.

In the event that an affected employee is not satisfied with the decision after

the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing, the City Council shall hear the matter. After due consideration, the City Council shall give its written recommendation for dispensation of the appeal to the Appointing Authority and to the employee within ten (10) calendar days.

G. Employees may, if they choose to, have an association or other representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal.

No employee shall be penalized in any way for availing himself/herself of, or participating in the appeal process.

ARTICLE 22 - GRIEVANCE PROCEDURES

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure. The first attempt to settle a grievance will be through discussion with the immediate supervisor. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head.

B. Formal Grievance Procedure. An employee filing a formal appeal shall do so in accordance with the following:

1. Department Review. The appeal shall be presented in writing to the employee's department head who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the department head, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review. The City Manager or a designated representative shall discuss the grievance with the employee. The City Manager may designate a fact finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) working days of the appeal.

If the employee determines that further appeal is necessary, or if no

answer has been received within the time period, the employee may present a written appeal to the City Council. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the City Manager, the appeal shall be deemed to have been abandoned and terminated.

3. Appeal to the City Council. On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the meeting. Unless incapacitated, the employee making the appeal shall appear personally at the hearing.

   After conducting any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify the findings. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

   If due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person of their choosing in preparing and presenting the grievance at any level of review.

3. The employee shall be assured freedom from reprisal for using the grievance procedures

ARTICLE 23 - JURY DUTY

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on

jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

ARTICLE 24 - INSPECTION PRIVILEGES/POSTING OF NOTICES

A. With City approval, authorized agents of the Association shall have access to City premises during work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday for purposes of adjusting disputes, investigating working conditions and such other matters as may be needed. Access shall be conducted so as not to interfere with the conduct of City services and safety or security standards.

B. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by an authorized Association representative and a copy provided to the City Manager.

ARTICLE 25 - SAFETY AND HEALTH

The City will provide protective devices, safety apparel, equipment and facilities pursuant to applicable regulations or laws. Employees shall utilize such protective devices, safety apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

ARTICLE 26 - WORK BY MANAGEMENT PERSONNEL

It is agreed that management personnel will not perform work which is normally performed by employees covered in this MOU. Management and/or supervisory personnel may perform any work required or directed in the event of an emergency or to assure that a department is meeting its service goals.

ARTICLE 27 - NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, disability, or Association or non-Association activities.

ARTICLE 28 - SAVINGS PROVISION

If any provision(s) of this Memorandum of Understanding are held contrary to law, such provision(s) shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect. On occurrence of such an event, the parties shall meet and confer in good faith as soon as practical to renegotiate only the invalidated

provision(s).

ARTICLE 29 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from October __, 2015 through September 30, 2017 and from year to year thereafter unless one party serves notice on the other.

ARTICLE 30 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment and shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, renegotiate any part or provision of this MOU, during its term.

Any prior or existing Memorandum of Understanding between the parties, past practices or conflicting rules and regulation regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Mid-Management Employee Association on the 1 day of June, 2016.

BY: Karla Ferguson
Association Representative

BY: Jane Mum
Association Representative

Accepted for submittal to the City Council on the ____ day of _____, 2016.

BY: _____
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ___ day of _____, 2016.

_____
Cecilia Aguiar-Curry, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

ADDENDUM A

Mid Management Salary Schedule
October 2015
1.5% COLA

Position	A	B	C	D	E
Accounting Tech	3,478	3,652	3,834	4,026	4,227
Administrative Coordinator	6,372	6,691	7,025	7,376	7,745
Facilities Manager	6,335	6,651	6,984	7,333	7,700
Management Analyst	4,392	4,611	4,842	5,084	5,338

Mid Management Salary Schedule
October 2016
2.5% COLA

Position	A	B	C	D	E
Accounting Tech	3,565	3,743	3,930	4,127	4,333
Administrative Coordinator	6,531	6,858	7,201	7,561	7,939
Associate Planner*	5,616	5,897	6,191	6,501	6,826
Facilities Manager	6,493	5,818	7,158	7,516	7,892
Management Analyst	4,502	4,727	4,963	5,211	5,472

* Associate Planner effective July 2016

RESOLUTION NO. 2016-22

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
CONFIDENTIAL EMPLOYEES ASSOCIATION

Effective
October 2015

CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into this ___ day of October, 2015 through September 30, 2017 between the City of Winters (hereinafter referred to as City) and the City of Winters Mid-Management Employee's Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

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ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications hereinafter referred to as "Employee(s)":

Management Analyst

The City reserves the right to alter or amend these classifications.

ARTICLE 2 - ASSOCIATION AND CITY COUNCIL APPROVAL

Upon approval by the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and is adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City; however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer in good faith regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Determine the necessity and amount of overtime required, and seasonally establish, modify, or change work schedules.

C. Direct the work force and hire, promote, demote, transfer, suspend, discipline, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocations, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.

G. Determine the size, character and use of inventories and accounting procedures.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ASSOCIATION RIGHTS

Pursuant to Article 2, the Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE 5 - ASSOCIATION DUES AND SECURITY

The City shall deduct dues and other premiums from the first and second paychecks of each employee and remit to the Association for the duration of this MOU the amount that an employee authorizes in writing the city to deduct. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

A. Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) Become a member of the Association and maintain membership in good standing in accordance with its Constitution and Bylaws; or (2) shall pay an agency fee in an amount equal to the amount of the monthly dues pursuant to section G of this article.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. The City shall deduct from employee wages the regular membership dues of Association employees, or agency fees of other employees as provided in Section A, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provisions of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the City of Winters Mid-Management Employees Association, at the end of each month.

E. The City shall notify the Association of changes in bargaining unit membership in a form of check-off authorization, as approved by both the City and the Association.

F. Upon written request from the Association, the City shall within thirty (30) calendar days, terminate the employment of an employee who fails to comply with the requirements of this article.

G. An employee with lawfully established valid objections to membership or financial support of an Association shall be permitted to make in lieu payments to the Association or to other organizations as established by law, in accordance with the provisions of Section 3502.5 of the California Government Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of this MOU, the City agrees that it will not cause lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, and stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

If the City finds it necessary to reduce the work force due to lack of funds and/or work, the City may lay-off employees as follows:

A. The City shall notify the Association ninety (90) days prior to any actual lay-off in order to meet and confer to explore alternatives to laying off employees.

B. Employees shall be laid off in seniority order, with an employee with the least seniority in a classification affected by lay-off to be laid off first. Employees noticed for lay-off will receive (1) month base pay if they are actually laid off.

C. Within seventy-two (72) hours of lay-off notice, an employee may exercise bump down rights by bumping into any lower rated classification covered in this MOU for which the employee is qualified. Employees bumped by higher seniority employees may themselves have the option of bumping down.

D. The name of every employee laid off or bumped down, pursuant to this article, shall be placed on a reemployment list which shall be kept for a period of twelve (12) months. Such employees shall have precedent over any other individual applying for a position. Any reinstatement shall be made in the reverse order of lay-off, or bump down.

E. Employees actually laid off must exercise reinstatement with twenty (20) days after the City deposits written notice of recall from lay-off in the United States mail addressed to the employee's last know address by certified mail return receipt requested. An employee who fails to respond will be removed from the reemployment list noted in Section D of this article.

ARTICLE 8 - BASE WAGES AND STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Steps: Addendum A provides a wage range with five (5) steps, also known as base wage steps, for each classification. The CPI-W will be the base for COLA Increases for all positions within this Association and will be reviewed annually. Compensation and Classification surveys will be conducted at a minimum of every three (3) years. Effective July 2014 all classifications will be receive a merit increase if eligible on anniversary date.

B. Benefits: The City provides the following benefits pursuant to the terms and conditions noted. Monthly benefits shall be prorated for any partially worked month.

C. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1, Uniform allowance - The City shall provide the Wastewater Facilities Manager with uniform service and two pairs of OSHA approved safety shoes every year.

2. Bilingual Incentive - An employee who has completed original probation and uses both English and another language, written and/or spoken on the job, and the use of such skill is required

by the job description to carry out job duties, shall receive $200.00 per month, based upon successful completion of a qualified testing firm. Bilingual incentive is applicable to any classification and wage step noted in Addendum A only as long as bilingual skills are required by the job description and Department Head and approved by the City Manager prior to recruitment. The City will retain Cooperative Personnel Services to do the testing. This will apply to all employees eligible for the incentive

3. Insurance - Employees receive up to $2,406 per month (depending on size of family and choice of plan) to purchase various health, dental, and other insurance to which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee in taxable wages. The City agrees to pick up the increase in dental and health premiums when they go into effect. The City shall pay the cost of Long Term Disability Insurance and the cost of a $30,000 Life Insurance Policy for each employee in this Association. The City of Winters will pay for the vision plan for all employees. Dependent cost must be paid for by employee.

4. Public Employee's Retirement System (PERS) - Employees shall join the PERS system as a condition of employment.

   Tier One Retirement Formula
   Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

   Tier Two Retirement Formula
   Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

   Tier Three Retirement Formula
   Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

   The City shall pay the employer rate and the employee shall pay the employee rate of 7%.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The City shall pay the employer costs. The employee shall pay the employee contributions prescribed by Federal rules and regulations.

6. State Unemployment Insurance (SUI) - The City shall pay all State Unemployment Insurance costs.

7. Deferred Compensation - The City of Winters contributes 4% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer contribution is frozen at this time.)

8. Longevity Incentive - An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

9. CALGOVEBA- All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). Employer agrees to pay the monthly administrative fee for each employee.

Salary reduction - Contribution:

Employee Category	Mandatory Contribution
Management Analyst	$300.00 per pay period

Terminal/Annual Leave Contribution:

Employee Category	Mandatory Contribution
0-20 Years of Service	75% value of leaves

C. Wage Plan Administration

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 p.m.) on or before every other Wednesday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave, provided a written request is submitted to the Finance Office at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor within ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a step advance. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review without the acknowledgment of both the supervisor and employee.

   b. A discussion between the supervisor and employee on the content of the performance evaluation.

   c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgment by a reviewing official, all become part of the evaluation.

   If the evaluation is satisfactory or better, the employee may be granted a step increase. If the evaluation is less than satisfactory a step increase will not be granted, provided however that inadequate work performance has been previously documented. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be less than ninety (90) days. A step increase granted after this review

shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENTS, PROMOTION, DEMOTION

All employees shall be provided with a copy of Government Code Section 3100-3109 and sign and Oath of Allegiance and Declaration of Permission to Work as part of their new employee orientation.

A. Probation: The probation period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employment relation if work performance or adjustment to the work relation if it does not meet the expectations of the City.

1. All original or promotional appointments shall be tentative and subject to a probation period of six (6) months.

2. The probation period may be extended up to six (6) months by the City as a result of an employee's unfavorable performance evaluation.

3. During the probation period, an employee will be evaluated at the end of two (2), four (4), and six (6) months.

4. During the probation period, a newly hired employee may be discharged without right of appeal if the City deems the employee/employer relationship and/or the employee's performance does not warrant formal appointment to the position.

5. During the probation period a promoted employee may be returned to the job previously held if the City deems that formal appointment is not warranted. An employee may appeal such decision pursuant to all rules and regulations dealing with discipline.

B. New Classifications: The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.

1. The City may reclassify any job within the City service to

accommodate changed job duties not anticipated in the original classification.

2. Reclassification shall not be used to avoid restrictions surrounding promotions or demotions, or to assume new duties and responsibilities not originally assigned to the position.

3. An employee whose job is reclassified shall receive the wage step in the reclassified position's range that is higher but closest to the wage step currently held, but in no case shall a wage be paid which is higher than the wage range.

D. Action Appointments: The City may appoint an employee to an acting capacity in a higher job classification. The employee shall receive two hundred dollars ($200.00) per month for each full month of service while in the acting capacity.

1. Service in an acting capacity shall not continue beyond six (6) months except upon mutual agreement of the City and employee.

2. An employee having served in an acting capacity and subsequently appointed to the position shall establish a new anniversary date retroactive to the beginning of the acting appointment. If the employee does not meet the minimum requirements for the position, then the anniversary date will not be set until the minimum requirements are met.

E. Promotion: The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher step at least five (5) percent above that currently held provided that it does not exceed the wage range established for the new classification.

1. A promoted employee shall be subject to a six (6) month probationary period. An employee rejected during the probationary period shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Section F.

2. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate

desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

F. Demotion: The City may, with cause, demote an employee to a lower job classification.

1. A demoted employee shall receive a minimum decease in wage equivalent to one (1) wage step in the employee's current job classification, provided however, that no employee shall receive a salary that exceeds the maximum salary established for the lower job classification.

2. A new anniversary date shall be established as of the day on which the employee is formally demoted to the lower job classification.

3. Employees being demoted shall not lose any years of service credit or seniority.

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are deemed confidential. Access to personnel records of an employee shall be limited to the City Manager, Administrative Services Director, and the Director of the Department to which an employee is assigned. An employee and/or their representatives, designated by the employee in writing, shall be allowed to review the employee's personnel records during regular business hours. An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK – 9/80 ALTERNATIVE WORK SCHEDULE

The Alternative Work Schedule provides for eligible employees to work their 40-hour work week in less than 5 days per week, thereby allowing employees to have one day off every other week, to the extent the practice does not negatively impact business operations or service to the community, or would otherwise materially increase the costs of providing services to the community. This policy is considered the standard work schedule for eligible City employees. Certain positions may be exempted from this policy due to business reasons.

This Alternative Work Schedule applies only to full-time, regular City employees who are <u>not</u> sworn public safety employees or employees who are public safety employees serving in administrative capacities.

The standard work schedule is referred to as a 9/80 work schedule. This provides that employees work nine (9) hour days per week, plus one eight (8) hour day once every two

weeks. The employee is allowed to take one day off every other week. Friday will be deemed as the day employees are eligible to take off, and will be the one (8) hour day per week. Depending on department coverage, a different day of the week may need to be taken as the day off.

All 9/80 work shifts must cover the regular City Hall business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Management reserves the right to schedule personnel on or off the 9/80 work schedule as necessary.

A. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift. Pursuant to Department of Labor guidelines the department shall determine the time and manner in which rest periods shall be taken. Rest periods are paid time and shall be taken at the work site.

B. Employees shall receive one (1) sixty (60) minute lunch break during a work shift. Lunch breaks shall be scheduled by the department with due consideration to the desires of an employee. Lunch breaks are not paid time and may be taken away from the work site.

C. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

ARTICLE 12 - OVERTIME

Although all classifications listed in this Memorandum of Understanding are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA), the City may designate certain positions exempt per Department of Labor guidelines. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

A. Work Period: The work period for all employees within the bargaining group shall be seven (7) days in length commencing at 12:00 midnight Saturday.

B. All employees, except those deemed exempt, required to work hours in excess of the standard work period of forty (40) hours in a seven (7) day cycle, shall receive overtime pay at the rate of time and one-half the regular rate of pay.

C. Except in emergency situations, all overtime must have written authorization of a supervisor prior to starting overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained and followed up by written authorization as soon as practical. Dispatched calls necessitating overtime work before or beyond a regular shift are considered authorized. An employee's failure to obtain prior written approval

will result in denial of the overtime request.

D. Employees may be provided with a locker for personal convenience. Employees may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Employees are expected to change clothes during normal shift hours and time spent in changing clothes before or after a shift, or during lunch, are not considered hours worked and are not compensable in any manner whatsoever.

E. Compensatory time off may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked over forty (40) hours in a week. Employees may accrue up to forty (40) hours of compensatory time. Unused time on the books as of the first pay period in December shall be paid to an employee. Unused compensatory time on the books shall be paid at termination of employment.

F. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for actual interrupted time at the overtime rate if the employee works a full shift that day.

ARTICLE 13 - SICK LEAVE

A. Represented full-time employees earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue.

B. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.

C. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not accrue sick leave for the pay period in which the absence occurred. Sick leave shall not be accrued by an employee absent from duty after separation from City service. Sick leave balances at separation shall be forfeited.

D. If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

E. An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be

granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

F. The City shall institute a Sick Leave Incentive Program for all Bargaining Unit employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employee's to be eligible for the Sick Leave Incentive, they must not have used more than fifty-four (54) hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

G. Employees in service 20 or more years will receive up to 500 hours cashed out. The remaining hours after the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

ARTICLE 14 – CATASTROPHIC ILLNESS OR INJURY

A. Full-time employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, and sick leave.

ARTICLE 15 - HOLIDAYS

A. Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Half Day - Good Friday
5. Cesar Chavez Day (Recognized Only – Monday through Friday) (No additional day off if falls on Saturday or Sunday)
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving Day
12. December 24th

13. December 25th

B. Every employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off, one between January 1st - June 30th and the other between July 1st - December 31st, the employee will forfeit their floating holiday credit.

C. If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

D. In the event that a holiday falls on an employee's regularly scheduled work day and the employee is required to work, the employee shall be paid for actual hours worked and may elect to receive an additional eight/nine (8/9) hours paid at straight time rate or eight (8/9) hours added to the employee's vacation accrual.

ARTICLE 16 - VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

YEARS	DAYS
0 - 3	12 days
4 - 6	15 days
7 - 9	17 days
10 - 12	20 days
13 - 16	22 days
17 - 22	25 days
23 - PLUS	27 days

B. Scheduling of employee vacation leave shall be at the employee's discretion with the Department Head's approval. Any scheduling conflicts shall be resolved with employee's seniority with City employment. If there is a tie then the tie will be resolved according to Departmental Seniority.

C. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to an employee after separation from City service.

D. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All employees shall take at least one (1) week {5 straight working days} away from the job each year.

E. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not earn vacation leave for the pay period in which the absence occurred.

F. Employees may cash in up to sixty-four (64) hours of vacation leave per year providing the employee takes at least one week off as specified in Article 16-D with the approval of the City Manager.

G. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

H, An employee separated from City service shall be compensated for vacation hours on the books.

ARTICLE 17 - TRAINING SCHOOL FEES

When, as a condition for continued employment, the City requires attendance at a school or training establishment and where fees are charged, such fees shall be paid by the City. An employee required to attend such school shall suffer no loss of wages or benefits. This article does not apply to employees who do not meet the minimum schooling, license, or certification requirements of their classification. For such employees the City reserves the right to work out a separate agreement to assist the employee in achieving minimum requirements in a reasonable time.

Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from training facility, non-mandatory training, outside of an employee's work shift.

ARTICLE 18 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) City employee representatives time off from normal duties without loss of wages or benefits when formally meeting and conferring with representatives of the City in matters within the scope of representation. In no case shall overtime be paid for such meeting and conferring. Association meetings during which association business is discussed may occur during normal work hours provided Department Heads are notified at least one (1) week prior to the meeting and those meetings are of a reasonable duration and frequency.

ARTICLE 19 - WORKER'S COMPENSATION INSURANCE

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

A. Industrial Injuries and Accidents.

1. Employees shall report any work related injury or illness which requires medical treatment to the appropriate department supervisor a soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

2. Employees shall report any work related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.

C. Medical Treatment. Any employee suffering from any work related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility. Employees can seek treatment from their own physician or facility also.

D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

F. Temporary light duty. The City may make jobs available for the employee who can perform light duty assignments approved by the employee's physician and the City.

ARTICLE 20 - LEAVE OF ABSENCE

Any employee who has successfully completed the original probationary period may request a leave of absence for a period not to exceed one (1) year.

A. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits. Any leave of absence exceeding thirty (30) days must be approved by the City Council.

B. Military leave shall be granted in accordance with the provisions of State Law.

ARTICLE 21 - DISCIPLINE

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City.

A. Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:

1. Fraud in securing appointment.
2. Incompetency.
3. Inefficiency.
4. Insubordination.
5. Dishonesty.
6. Drunkenness on duty.
7. Addiction to the use of controlled substances.
8. Inexcusable absence without leave.
9. Immorality.
10. Discourteous treatment of the public or other employees.
11. Improper political activity while on duty.
12. Willful disobedience.
13. Misuse of City property.
14. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
15. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.

B. Disciplinary Action.

The purpose of the disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards. Whenever any of the above actions are to be taken, the Department Head shall notify the City Manager. The City Manager shall be responsible for determining that the process is outlined in this Section.

1. Oral or Written Reprimand.

When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem observed. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion and discharge.

2. Suspension.

The Department Head may suspend an employee for cause and without pay, upon approval of the City Manager, for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The City Manager may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether the immediate suspension shall be with or without pay. No employee shall be suspended without pay for more than thirty (30) calendar days in any calendar year.

3. Reduction-in-Pay

The Department Head, upon approval of the City Manager, may reduce an employee's pay for cause to a lower step or range as a disciplinary action.

4. Demotion.

The Department Head, upon approval of the City Manager, may demote an employee for cause as a disciplinary action.

5. Discharge: .An employee may be discharged by the Department Head for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings.

The Appointing Authority may suspend the employee with pay immediately, as provided in 2 of this Section, pending the proper disciplinary process. Prompt disciplinary processing shall follow.

C. Notice of Proposed Disciplinary Action.

Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures established by the City Manager. Such procedures shall be developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing.

The disciplinary hearing is an informal meeting at which the employee has an opportunity to rebut the charges against him/her or to state any mitigating circumstances. The City Manager or his/her designee shall hear and consider the employee's response.

E. Notice of Decision.

Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager preferably before the effective date, or as soon thereafter as possible.

F. Appeal of Decision.

In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing, the City Council shall hear the matter. After due consideration, the City Council shall give its written recommendation for dispensation of the appeal to the Appointing Authority and to the employee within ten (10) calendar days.

G. Employees may, if they choose to, have an association or other representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal.

No employee shall be penalized in any way for availing himself/herself of, or participating in the appeal process.

ARTICLE 22 - GRIEVANCE PROCEDURES

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure. The first attempt to settle a grievance will be through discussion with the immediate supervisor. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head.

B. Formal Grievance Procedure. An employee filing a formal appeal shall do so in accordance with the following:

1. Department Review. The appeal shall be presented in writing to the employee's department head who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the department head, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review. The City Manager or a designated representative shall discuss the grievance with the employee. The City Manager may designate a fact finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) working days of the appeal.

   If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Council. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the City Manager, the appeal shall be deemed to have been abandoned and terminated.

3. Appeal to the City Council. On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the

meeting. Unless incapacitated, the employee making the appeal shall appear personally at the hearing.

After conducting any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify the findings. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

If due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person of their choosing in preparing and presenting the grievance at any level of review.

3. The employee shall be assured freedom from reprisal for using the grievance procedures

ARTICLE 23 - JURY DUTY

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

ARTICLE 24 - INSPECTION PRIVILEGES/POSTING OF NOTICES

A. With City approval, authorized agents of the Association shall have access to City premises during work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday for purposes of adjusting disputes, investigating working conditions

and such other matters as may be needed. Access shall be conducted so as not to interfere with the conduct of City services and safety or security standards.

B. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by an authorized Association representative and a copy provided to the City Manager.

ARTICLE 25 - SAFETY AND HEALTH

The City will provide protective devices, safety apparel, equipment and facilities pursuant to applicable regulations or laws. Employees shall utilize such protective devices, safety apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

ARTICLE 26 - WORK BY MANAGEMENT PERSONNEL

It is agreed that management personnel will not perform work which is normally performed by employees covered in this MOU. Management and/or supervisory personnel may perform any work required or directed in the event of an emergency or to assure that a department is meeting its service goals.

ARTICLE 27 - NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, disability, or Association or non-Association activities.

ARTICLE 28 - SAVINGS PROVISION

If any provision(s) of this Memorandum of Understanding are held contrary to law, such provision(s) shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect. On occurrence of such an event, the parties shall meet and confer in good faith as soon as practical to renegotiate only the invalidated provision(s).

ARTICLE 29 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from October __, 2015 through September 30, 2017 and from year to year thereafter unless one party serves notice on the other.

ARTICLE 30 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment and shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, renegotiate any part or provision of this MOU, during its term.

Any prior or existing Memorandum of Understanding between the parties, past practices or conflicting rules and regulation regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Confidential Employee Association on the ____ day of _____, 2016.

BY: Tracy S. Jensen
Association Representative

Accepted for submittal to the City Council on the ____ day of _____, 2016.

BY: _____
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ___ day of _____, 2016.

_____
Cecilia Aguiar-Curry, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

ADDENDUM A

Confidential Salary Schedule
October 2015
1.5% COLA

Position	A	B	C	D	E
Management Analyst	4,392	4,611	4,842	5,084	5,338

Confidential Salary Schedule
October 2016
2.5% COLA

Position	A	B	C	D	E
Management Analyst	4,502	4,727	4,963	5,211	5,472

CITY OF
WINTERS
california
Est. 1875

RESOLUTION NO. 2016-23

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MANAGER'S SERIES EMPLOYEES

Effective
October 2015

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ARTICLE I
GENERAL PROVISIONS

1.1 **Application**

1.1.1 This Resolution applies to the following management employees:

Building Official
Environmental Services Manager
Public Works Superintendent

1.2 **Term**

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from October 2015 through September 2017.

ARTICLE II COMPENSATION

2.1 **Salary**

2.1.1 The salary schedule for employees covered by this Resolution are set forth in Exhibit A.

2.1.1. Salary ranges will be established based on results of a market survey and the consolidation of existing paid benefits into salary as specified in Article II and Article III below.

2.2 **Administrative Leave**

2.2.1 All employees covered by this Resolution shall receive 10 days administrative leave per fiscal year beginning July 1st. Actual accrual occurs in the same manner as sick leave. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave except as provided below:

2.2.2 Each employee may request in advance of accrual and receive Administrative time off which has not been accrued, and if the employee separates from employment before the time is accrued, the amount will be deducted from vacation time on the books or in cash.

2.2.3 If employee would like to cash in his or her administrative leave time, they may cash in up to forty hours (27) must be accrued and on the books at the time the request is made.

2.2.4 No employee may carry over any administrative leave balance past June 30 each year. (Carry over is accepted while cash out is frozen.)

2.3 **Cellular Phones.**

2.3.1 Cellular Phones. Employees covered by this Resolution are entitled to use a cellular telephone to conduct City business and emergencies.

2.4 **Deferred Compensation.**

2.4.1 The City of Winters contributes 4% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer paid deferred compensation is frozen at this time.)

2.5 **CALGOVEBA**

All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). All employees agree to the contributions based on each pay period:

Salary reduction: Contribution:

Employee Category	Mandatory Contribution
0-7 Years of Service	$12.50 per pay period
8 + Years of Service	$50.00 per pay period

2.6 **Social Security.**

Employees are required to participate in Social Security. The City shall pay the employer costs as determined by the applicable rules and regulations. The employee shall pay their portion of Social Security as determined by the rules and regulations.

2.7 **State Unemployment Insurance (SUI).**

2.7.1 The City shall pay all State Unemployment Insurance costs.

2.8 **Longevity Incentive.**

2.8.1 An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

2.9 **Uniform**

2.9.1 The City shall provide the Building Official with uniform service and two pairs of OSHA approved safety shoes every year.

ARTICLE III MEDICAL AND RELATED BENEFITS

3.1 **Medical Insurance**

3.1.1 The City shall make available to all covered employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

3.1.2 The City shall contribute up to the following amounts towards employee cafeteria plan to include cost coverage of health, dental and any other optional insurance plan that is offered by the City of Winters. The City agrees to pick up the increase in dental and health premiums when they go into effect January 1, 2013. The City of Winters will pay for the vision plan with MES Vision for all employees. Dependent cost must be paid for by employee.

Employee plus family up to $2,406/mo. Depending on size of family and choice of plan.

3.1.3 Employees providing proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $650 per month.

3.2 **Dental Insurance**

3.2.1 For all employees covered by this Resolution the City shall provide coverage in the City's dental insurance program for the employee and any eligible dependents. The benefit shall be paid by the cafeteria amount and the employee to pay a deductible or co-pay.

3.3 **Long Term Disability Insurance**

3.3.1 The City shall provide to all employees covered by this Resolution coverage in the long term disability insurance plan. Employer paid.

3.4 **Life Insurance**

3.4.1 The City shall maintain in effect life insurance for all employees covered by this Resolution in the amount of $30,000 of coverage. Employer paid. Employer will look in to cost of increasing coverage at open enrollment.

ARTICLE IV LEAVES

4.1 **Holidays**

4.1.1 Employees shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Half Day Good Friday	The Day after Thanksgiving Day
Memorial Day	December 24th (Christmas Eve)
Independence Day	December 25th (Christmas Day)

Cesar Chavez Day (Recognized Only – Monday through Friday)

4.1.2 In addition, each management employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays of, one between January 1st – June 30th and the other between July 1st – December 31st, the employee will forfeit their floating holiday credit.

4.1.3 If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

4.2 **Vacation Leave**

4.2.1 Each employee shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

Years of Service	Vacation Leave Earned Annually
0 through 3 years	12 days
4 through 6 years	15 days
7 through 9 years	17 days
10 through 12 years	20 days
13 through 16 years	22 days
17 through 22 years	25 days
23 through plus years	27 days

4.2.2 Upon approval of the City Manager, employees may, at his/her request unused vacation leave hours paid directly to him/her at their regular hourly rate of pay, but must leave one weeks vacation time on the books.

4.2.3 Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All employees shall take at least one (1) week {5 straight working days} away from the job each year.

4.2.4 An employee separated from City service shall be compensated for vacation hours on the books.

4.3 Sick Leave

4.3.1 Represented full-time employees earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. Employees with 20 years of service with the City will receive ½ cash out, up to 500 hours.

4.3.2 If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

4.3.3 An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the forty-eight/fifty-four (48 or 54 on 9/80 schedule) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

4.3.4 The City has implemented a Sick Leave Incentive Program for all employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employees to be eligible for the Sick Leave Incentive, they must not have used more than forty-eight hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the forty-eight/fifty-four (48/54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

4.4 **Catastrophic Illness or Injury**

4.4.1 Full-time employees may donate portions of their vacation or administrative leave balances to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

ARTICLE V RETIREMENT

5.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

5.12 The City will continue to pay the employer's share and the employee shall pay the employee rate to the retirement system.

5.1.3 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965 to miscellaneous category of eligible employees.

5.1.4 The City shall maintain the PERS single highest year option for miscellaneous category of eligible employees.

ARTICLE VI OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

6.1 Other Compensable Items Not Set Forth Herein

6.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Winters at the rate

applicable on October 2015 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Accepted for submittal to the City Council on the ___ day of _____, 2016.

BY: _____
John W. Donlevy, Jr., City Manager

Approved by the City of Winters Mid-Management Employee Association on the 1 day of June, 2016.

BY: _____
Association Representative

BY: _____
Association Representative

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2016

_____
Cecilia Aguiar-Curry, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

EXHIBIT A
MONTHLY SALARY RANGES

CITY OF WINTERS
EXEMPT MANAGER'S SALARY SCHEDULE
OCTOBER 2015
1.5% COLA

Position	A	B	C	D	E
Environmental Services Manager	6,335	6,651	6,984	7,333	7,700
Public Works Superintendent	6,335	6,651	6,984	7,333	7,700

CITY OF WINTERS
EXEMPT MANAGER'S SALARY SCHEDULE
OCTOBER 2016
2.5% COLA

Position	A	B	C	D	E
Building Official	6,493	6,818	7,158	7,516	7,892
Environmental Services Manager	6,493	6,818	7,158	7,516	7,892
Public Works Superintendent	6,493	6,818	7,158	7,516	7,892

*** Building Official Salary Effective July 2016**

CITY OF
WINTERS
california
Est. 1875

RESOLUTION NO. 2016-24

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MANAGEMENT (DEPARTMENT HEAD) EMPLOYEES

Effective
October 2015

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ARTICLE I
GENERAL PROVISIONS

1.1 **Application**

1.1.1 This Resolution applies to the following management employees:

Director of Administrative Services
Director of Community Development
Director of Financial Management
Fire Chief
Housing Manager
Police Chief

1.2 **Term**

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from October 2015 through September 30, 2017.

ARTICLE II COMPENSATION

2.1 **Salary**

2.1.1 The salary schedule for employees covered by this Resolution are set forth in Exhibit A.

2.1.1. Effective October 2015, salary ranges will be established based on Cost of Living and merit based raises.

2.2 **Administrative Leave**

2.2.1 All employees covered by this Resolution shall receive 12 days administrative leave per fiscal year beginning July 1st. Actual accrual occurs in the same manner as sick leave (one (1) nine (9) hour day each month). This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave except as provided below:

2.2.2 Each employee may request in advance of accrual and receive Administrative time off which has not been accrued, and if the employee separates from employment before the time is accrued, the amount will be deducted from vacation time on the books or in cash.

2.2.3 If employee would like to cash in his or her administrative leave time, they may cash in up to twenty-seven hours (27) must be accrued and on the books at the time the request is made.

2.2.4 No employee may carry over any administrative leave balance past June 30 each year. (Carry over is accepted while cash out is limited to anything under 63 hours.)

2.3 **Cellular Phones.**

2.3.1 Cellular Phones. Employees covered by this Resolution are entitled to use a cellular telephone to conduct City business and emergencies.

2.4 **Deferred Compensation.**

2.4.1 The City of Winters contributes 7% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer paid deferred compensation is frozen at this time.)

2.5 **CALGOVEBA**

All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). All employees agree to the contributions based on each pay period:

Salary reduction: Contribution:

Employee Category	Mandatory Contribution
0-10 Years of Service	$150 per pay period
11-17 Years of Service	$200 per pay period
18-25 Years of Service	$225 per pay period
25 + Years of Service	$250 per pay period

Terminal/Annual Leave Contribution:

Employee Category	Mandatory Contribution
0-5 Years of Service	50% value of leaves
6-10 Years of Service	75% value of leaves
11-20 Years of Service	75% value of leaves
20+ Years of Service	90% value of leaves

2.6 **Social Security.**

Employees are required to participate in Social Security. The City shall pay the employer costs as determined by the applicable rules and regulations. The employee shall pay their portion of Social Security as determined by the rules and regulations.

2.7 **State Unemployment Insurance (SUI).**

2.7.1 The City shall pay all State Unemployment Insurance costs.

2.8 **Longevity Incentive.**

2.8.1 An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

ARTICLE III MEDICAL AND RELATED BENEFITS

3.1 **Medical Insurance**

3.1.1 The City shall make available to all covered employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

3.1.2 The City shall contribute up to the following amounts towards employee cafeteria plan to include cost coverage of health, dental and any other optional insurance plan that is offered by the City of Winters. The City agrees to pick up the increase in dental and health premiums when they go into effect throughout the duration of this MOU. The City of Winters will pay for the vision plan with MES Vision for all employees. Dependent cost must be paid for by employee.

Employee plus family up to $2,481/mo. Depending on size of family and choice of plan.

3.1.3 Employees providing proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $735 per month.

3.2 **Dental Insurance**

3.2.1 For all employees covered by this Resolution the City shall provide

coverage in the City's dental insurance program for the employee and any eligible dependents. The benefit shall be paid by the cafeteria amount and the employee to pay a deductible or co-pay.

3.3 **Long Term Disability Insurance**

3.3.1 The City shall provide to all employees covered by this Resolution coverage in the long term disability insurance plan. Employer paid.

3.4 **Life Insurance**

3.4.1 The City shall maintain in effect life insurance for all employees covered by this Resolution in the amount of two-times employee's annual salary. Employer paid.

ARTICLE IV LEAVES

4.1 **Holidays**

4.1.1 Employees shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Half Day Good Friday	The Day after Thanksgiving Day
Memorial Day	December 24th (Christmas Eve)
Independence Day	December 25th (Christmas Day)

Cesar Chavez Day (Recognized Only – Monday through Friday)

4.1.2 In addition, each management employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays of, one between January 1st – June 30th and the other between July 1st – December 31st, the employee will forfeit their floating holiday credit.

4.1.3 If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

4.2 **Vacation Leave**

4.2.1 Each employee shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

Years of Service	Vacation Leave Earned Annually
0 through 3 years	12 days
4 through 6 years	15 days

7 through 9 years	17 days
10 through 12 years	20 days
13 through 16 years	22 days
17 through 22 years	25 days
23 through plus years	27 days

4.2.2 Upon approval of the City Manager, employees may, at his/her request cash in their unused vacation leave hours paid directly to him/her at their regular hourly rate of pay, but must leave one weeks vacation time on the books.

4.2.3 Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All employees shall take at least one (1) week {5 straight working days} away from the job each year.

Side letter of agreement with employees over 500 hours.

4.2.4 An employee separated from City service shall be compensated for vacation hours on the books.

4.3 Sick Leave

4.3.1 Represented full-time employees in this Association earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. Employees in service 20 or more years will receive ½ cash out, up to 500 hours. Remaining hours after the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

4.3.2 If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

4.3.3 An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall

be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

4.3.4 The City has implemented a Sick Leave Incentive Program for all employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employees to be eligible for the Sick Leave Incentive, they must not have used more than forty-eight hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

4.4 **Catastrophic Illness or Injury**

4.4.1 Full-time employees may donate portions of their vacation or administrative leave balances to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

ARTICLE V RETIREMENT

5.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

5.1.2 The formulas in effect are:

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.
Safety employees hired before 2012 will receive a 3% @ 55, with a three year average compensation formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.
Safety employees hired in 2012 will receive a 2% @ 50, with a three year average compensation formula.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

Safety employees hired after January 1, 2013 will receive a 2.7% @ 57, with a three year average compensation formula.

The City shall pay the employer rate and the employee shall pay the employee rate for Miscellaneous.
The City shall pay the employer rate and the employee shall pay the employee rate for Safety Employee.

5.1.3 The City will continue to pay the employer's share to the retirement system.

5.1.4 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965 to miscellaneous category of employees who are eligible.

5.1.5 The City shall maintain the PERS single highest year option for miscellaneous category of employees who are eligible.

ARTICLE VI PUBLIC SAFETY DIRECTORS

6.1 Special Provisions for Public Safety Directors.
Public Safety Directors covered by this Resolution shall have separate provisions regarding retirement, vehicle use, uniform allowance and holiday time use.

6.1.1 Police Chief. The Chief of Police shall receive the same safety retirement benefits and uniform allowance as provided to safety personnel. The City of Winters shall provide a City vehicle for use by the Chief of Police.

ARTICLE VII OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

7.1 Other Compensable Items Not Set Forth Herein

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Winters at the rate applicable on July 1, 2013 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Accepted for submittal to the City Council on the 1st day of June, 2016.

BY: _____ BY: _____
Association Representative Association Representative

Accepted for submittal to the City Council on the ___ day of _____, 2016.

BY: _____
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2016.

_____
Cecilia Aguiar-Curry, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

EXHIBIT A
MONTHLY SALARY RANGES

CITY OF WINTERS
EXEMPT SALARY SCHEDULE
OCTOBER 2015
1.5% COLA

Position	A	B	C	D	E
Director of Administrative Services	8,167	8,575	9,004	9,454	9,927
Director of Community Development (v)	8,167	8,575	9,004	9,454	9,927
Director of Financial Management	8,167	8,575	9,004	9,454	9,927
Fire Chief	8,167	8,575	9,004	9,454	9,927
Housing Manager	8,167	8,575	9,004	9,454	9,927
Police Chief	8,268	8,682	9,116	9,571	10,050

CITY OF WINTERS
EXEMPT SALARY SCHEDULE
OCTOBER 2016
2.5% COLA

Position	A	B	C	D	E
Director of Administrative Services	8,371	8,790	9,229	9,681	10,175
Director of Community Development (v)	8,371	8,790	9,229	9,681	10,175
Director of Financial Management	8,371	8,790	9,229	9,681	10,175
Fire Chief	8,371	8,790	9,229	9,681	10,175
Housing Manager	8,371	8,790	9,229	9,681	10,175
Police Chief	8,475	8,899	9,344	9,811	10,301

CITY OF
WINTERS
california
Est. 1875

RESOLUTION NO. 2016- 25

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
POLICE OFFICERS ASSOCIATION

Effective
October 2015

MEMORANDUM OF UNDERSTANDING

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into this ___ day of October, 2015, through September 30, 2017 between the City of Winters (hereinafter referred to as City) and the Winters Police Officers Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

****

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications (hereinafter referred to as employee).

Community Service Officer
Police Officer
Police Corporal

The City reserves the right to alter or amend these classifications.

ARTICLE 2 - MEMORANDUM OF UNDERSTANDING RATIFICATION

Upon approval of the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and approved by a Resolution adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City, however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Schedule work hours and or work periods, determine the number and duration of work periods, and establish, modify, or change work schedules, and determine the necessity of overtime and the amount of overtime required.

C. Direct the work force and hire, promote, demote, transfer, suspend, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.

G. Determine the size, character and use of inventories.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Establish, modify, eliminate or enforce rules and regulations and determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms and hiring part time employees.

M. Require employees, where necessary, to take in-service training courses during working hours.

N. Take any necessary action to carry out City responsibilities in cases of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ASSOCIATION RIGHTS

A. The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to wages, hours, and other terms and conditions of employment.

B. The Association may schedule use of meeting space within City facilities outside working hours, provided there are no legal prohibitions, and such space is available. The Association may use City equipment normally used in the conduct of business meetings, such as desks, chairs, blackboards, etc. Use of City equipment and space shall not disrupt department operations.

C. The Association will have reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. Reasonable advance notice is defined as public noticing as published by the City Clerk pursuant to state law, with a copy of the notice sent to the Association President. In addition, employees will be provided copies of special orders, general orders, training bulletins, department rules and regulations, and a copy of this MOU.

D. The City will provide an Association office in any new facility obtained for the Police Department.

E. The City will allow the three principal Association officers (President, Vice-President and Secretary/Treasurer) time to conduct Association business during the officer's duty shift if the officer is not otherwise engaged in an investigation and is available to answer dispatched calls.

F. With prior approval of the Police Chief and/or City Manager, authorized agents of the Association shall have access to City premises during work hours (8:00 A.M. to 5:00 P.M.), Monday through Friday, for purposes of adjusting disputes, investigating working conditions, and such other matters, as may be requested by the Association and approved by the City. Access may be restricted so as not to interfere with the conduct of City services and safety or security standards.

G. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by the Association President and a copy provided to the City Manager.

ARTICLE 5 - ASSOCIATION SECURITY AND DUES

The City shall deduct dues and other premiums from the first and second paychecks of each employee and remit to the Association for the duration of this MOU an amount that an employee authorizes in writing the City to deduct. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

A. Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) become a member of the Association and maintain membership in good standing in accordance with its Constitution and By-Laws; or (2) shall pay an agency fee in an amount equal to the amount of the monthly dues pursuant to Section F.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. The City shall deduct from employee wages the regular membership dues of Association employees, or agency fees of other employees as provided in Section A, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provision of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the Winters Police Officers Association, at the end of each month.

E. The City shall notify the Association of changes in bargaining unit membership in a form of check-off authorization as approved by both the City and the Association.

F. An employee with lawfully established valid objections of membership or financial support of an Association shall make in lieu payments to the Association or to other charitable organizations in accordance with the provisions of Section 3502.5 of the California Government Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of the MOU the City agrees that it will not cause a lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, sickout, and stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date-of-hire with the exception of employees on initial probation.

A. The Association shall be given at least sixty (60) days' notice prior to the effective date of the layoff. The City and Association agree to meet and confer to discuss alternatives to layoff and layoff procedures.

B. Employees shall be given at least forty-five (45) days' notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.

C. No new employee shall be hired in the Police Officer classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff. Probationary employees may be rehired without regard to seniority order, only after regular employees have been rehired. Reinstatement must be exercised within

twenty (20) work days after the City deposits written notice of recall from layoff in the United States mail addressed to the employee's last known address by Certified Mail - Return Receipt Requested.

D. Employees who leave the Association to accept another position in the City service shall, upon completion of the probationary period in the new position, lose all seniority rights to their former positions.

ARTICLE 8 - WAGES, MERIT STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

Base Wages and Merit Steps: The following schedule provides a wage range with five (5) merit steps also known as base wage steps.

Community Services Officer – effective first pay period in October 2015 - 1.5% COLA + (increase in Salary to cover employee PERS contribution)

A	B	C	D	E
3,005	3,156	3,313	3,479	3,653

Community Services Officer – effective first pay period in October 2016 - 2.5% COLA

A	B	C	D	E
3,081	3,235	3,396	3,566	3,744

Police Corporal – effective first pay period in October, 2015: 1.5% COLA

A	B	C	D	E
5,158	5,406	5,666	5,940	6,227

Police Corporal – effective first pay period in October 2016: 2.5% COLA
COLA

A	B	C	D	E
5,282	5,536	5,803	6,083	6,377

Police Officer Wages effective first pay period in October, 2015: 1.5% COLA

A	B	C	D	E
4,958	5,206	5,466	5,740	6,027

Police Officer Wages effective first pay period in October 2016: 2.5% COLA

A	B	C	D	E
5,082	5,336	5,603	5,883	6,177

Within the range, all step advancements will be considered on an employee's

anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1) year in a particular step before being considered for further Step increases; however, the Police Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date. The time required for step advancement shall be extended by any time spent on leave of absence pursuant to Article 19.

B. The City will review this wage scale by the end of April, surveying base wages of the Police Officer classification in the jurisdictions of: Auburn, Davis, Dixon, Galt, Marysville, Oroville, Placerville, Rocklin, Vacaville, West Sacramento, and the Yolo County Sheriff's Department. The purpose of this survey will be a reference check on the base wages paid in Winters.

C. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1. Shift Differential (Police Officers Only) - Employees required to work shifts shall receive the following for shifts actually worked.

		PER SHIFT
Day Cover or Swing Shift	=	$6.50
Utility or Night Cover Shift	=	$7.00
Graveyard Shift	=	$8.00

2. Uniform Allowance- Employees are required to wear uniforms as established by the City. For purchase and maintenance of uniforms the City will pay $300.00 (three hundred dollars) per quarter, paid quarterly in a separate check to the employee/reserve.

   The Community Services Officer will receive $225.00 per quarter.

3. Bilingual Pay - An employee who is certified to use both English and Spanish, written and/or spoken, on the job, and the use of such skill is required by the City shall receive $150.00 (one hundred fifty dollars) per month. Employees must be tested and certified pursuant to department standards. Yolo County provides the certification at no cost.

4. Insurance - Employees shall receive up to $2,259 per month to purchase various health (depending on size of family and plan), dental and other insurance to which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee in taxable wages. The City of Winters will pay for the vision plan for employees.

Dependent cost must be paid for by employee. Employees are not required to have health and dental coverage through the City but must show proof of coverage satisfactory to the City. If you do not purchase City insurance and you provide proof of coverage you will receive $800 per month. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Associations.

5. Public Employees Retirement System (PERS) - Employees shall join the PERS system as a condition of employment.

Police Officers (Sworn Only)

Tier One Retirement Formula
Safety employees hired before 2012 will receive a 3% @ 55, with a three year average compensation formula.

Tier Two Retirement Formula
Safety employees hired in 2012 will receive a 2% @ 50, with a three year average compensation formula.

Tier Three Retirement Formula
Safety employees hired after January 1, 2013 will receive a 2.7% @ 57, with a three year average compensation formula.

Employees shall pay the employee rate.

Community Service Officer

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

Employees shall pay the employee rate.

6. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.

7. Education Incentive - An employee who provides evidence of having received a degree from a recognized college/university or a post certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

CERTIFICATE/EDUCATION	WAGE INCREASE
AA/AS Degree/Intermediate Post	4% above base wage
BA/BS Degree/Advanced Post	10% above base wage

Employer shall pay up to $1,000 per semester, per employee, toward continue college/adult learning education and professional development program. (Police Only)

8. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the anniversary of the employee's full time hire date.

9. Jury Duty- Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

10. Field Training Officers - Employees assigned as Field Training Officers shall receive $400.00 (two hundred dollars) per month while actively engaged in the training of officers.

11. Corporal – Will receive an additional $200 a month in salary over the police officer salary range. (Included in the salary range on Page 7)

12. Court Time - A minimum of four (4) hours overtime shall be paid for each court appearance outside an officer's scheduled working hours. However, if a scheduled court appearance is canceled and notification is not received by the officer on the prior business day to the scheduled court appearance, two hours of

overtime shall be paid to the officer.

13. Deferred Compensation – An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city after this MOU goes in to effect, the City will contribute up to $500.00 annually. (The City contribution is frozen at this time.)

14. Association Time - Individual Association members may donate, from their accrued vacation leave, holiday leave, or compensatory time off, to the Association for Association business. The President of the Association may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed between the Chief of Police and the Association that additional members may be absent. Two (2) weeks advance notice of use of time shall be given. The time may be used only in hourly increments.

15. Counseling Services - The City will provide psychological counseling services for employees and their families as developed and administered by the Yolo County Risk Management Authority.

D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Wednesday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor at least ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a merit step advance. If the evaluation is not completed in the time required, the performance of the employee shall be deemed to be acceptable. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee.

b. A discussion between the supervisor and employee on the content of the performance evaluation.

c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is "Unsatisfactory" or "Improvement Needed", a step increase will not be granted, provided however that inadequate work performance has been previously documented, and the employee has been made aware of and given the opportunity to remedy deficiencies. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION

A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.

1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee who has successfully completed a POST academy. New hires, without a POST academy, shall have an eighteen (18) month probationary period.

2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Police Chief. The probationary period may be extended for any leave of absence granted pursuant to Article 19.

3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

B. New Classifications - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification - Reclassification is a change to an existing job class as a result of

changes in the function, duties, and/or responsibilities as determined by the City. The City and Association agree to meet and confer if classifications in this MOU are being reclassified.

D. Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. The employee shall receive $200.00 (two hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City, employee, and the Association.

2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.

E. Promotion - The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.

2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Article 20.

3. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential. Access to personnel records shall be limited to the City Manager, Assistant City Manager, Administrative Services Director, Sergeant, and the Police Chief. An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file. Records of sworn police officers which are kept by the Administrative Services Department shall have access restricted as provided by law.

ARTICLE 11 - HOURS OF WORK

The normal work week is five (5) consecutive work days of eight (8) work hours each equaling forty (40) work hours over a standard seven (7) day cycle ("standard" means seven (7) consecutive days based on each employee's work week assignment). Community Services Officer Participates in the 9/80 work schedule.

Effective June or July of 2016 the Department will transition in to a new work schedule based on the following shifts.

A. The shift codes:

1 - 0600 to 1800
2 - 0600 to 1800
3 - 1800 to 0600
4 - 1800 to 0600
Cover 1400 to 0200
SRO 0700 to 1700

An employee will not have less than a ten (10) hour rest period between the end of a shift and the beginning of the employee's next shift. If this rest period is not given, the employee's next shift will be considered call-back.

The City shall designate a 7K exemption twenty-eight (28) day work period pursuant to the Fair Labor Standards Act.

Sick Leave and Annual Leave accrual rates remain as currently calculated (i.e., sick leave will accrue at eight (8) hours but will be taken in twelve (12 hour increments for employees assigned to patrol and ten (10) hour increments for employees assigned to SRO.

Bidding will take place one time each year for two (2) six (6) month periods (December 1 and June 1 rotation dates). Employees may stay on the same watch for two (2) consecutive six (6) months periods and then must bid for the opposite watch (i.e., days to nights).

In order to provide more flexibility, an employee may bid for any shift/watch as long as it does not conflict with the above paragraph and the employee does not bid for a shift/watch which would require a double-back at shift change.

Bidding for Shift Schedules will be by rank and by seniority in rank. Sergeants will bid first and will sign up for a "Sergeant Slot" on Team A, Team B, Team C or Team D, whichever is available. Corporals will sign up next, also by seniority in rank – Team A-D, whichever shift is available. Officers will then sign up for shifts

– Team A-D, also by seniority, and the Cover Shift if available. The SRO will be assigned to the "SRO" shift as outlined on the shift schedule.

No double shifts will be allowed for safety purposes.

The Chief of Police may, at his/her discretion, revoke the Twelve-hour shift schedule in order to provide adequate patrol shift coverage. Prior to revoking the 12 hour shift schedule, unless in the event of an emergency, the Chief of Police will provide the POA with thirty (30) days' notice and the POA will have an opportunity to meet with the chief of Police on the impact of the change in shift and the rotation time.

B. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift plus a thirty (30) minute lunch break. Employees shall work straight eight (8) hours and will be considered to be on duty during rest periods and lunch break. An employee working a shift over 8 hours will have an extra 15 minute break for every two hours worked.

C. Breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

D. Employees will report to work fully prepared at the start of their work shift.

The Chief of Police may remove from the shift rotation selection process any employee for disciplinary or administrative purposes (administrative purpose, by way of example and not limitation, might be when a low seniority employee was forced by lack of choice to work the same shift for more than three (3) rotations in a row), and place the employee in any particular shift which the Chief determines. If an employee and a shift are removed from the selection process, the Chief of Police will inform the Association five (5) weeks before the beginning of the next rotation cycle. The shift rotation process will not be used to reward or favor an employee.

ARTICLE 12 – OVERTIME

A. Although all classifications listed in Article 1 are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA) the City may designate certain positions exempt per Department of Labor standards. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

B. The traditional work cycle for all employees within the bargaining group shall be seven (7) days in length. All employees, except those deemed exempt, required to work hours in excess of forty (40) hours in a seven (7) day cycle, and/or in excess of eight (8) hours in one (1) day, shall receive overtime pay at the rate of time and one-half. "Hours worked" shall not include any leave of absence pursuant to Article 19.

1. The alternative work cycle for all employees with 12 hour shifts within the bargaining group, an officer may be scheduled 36 hours in one week and 44 hours the following week. The additional 4 hours in the 44 hour week will not be paid at the overtime rate. All employees, except those deemed exempt, required to work hours in excess of the regularly scheduled work shift hours in a seven (7) day cycle, and/or in excess of their regularly scheduled work hours in one (1) day, shall receive overtime pay at the rate of time and one-half. "Hours worked" shall not include any leave of absence pursuant to Article 19.

C. All overtime must have authorization of a supervisor prior to starting overtime work, except when an emergency situation arises which necessitates overtime work beyond a regular shift. An employee's failure to obtain prior approval may result in denial of the overtime request. Employees shall not spend excessive amounts of time at their work station before or after their normal work period. Such incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

D. The City will provide an employee with one (1) week prior notification of scheduled mandatory overtime. If this notification is not given, an employee may refuse to work the overtime.

E. Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from a training facility, for non-mandatory training, outside of an employee's work shift.

F. Employees will be provided with a locker for their own personal convenience and may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Time spent in changing clothes before or after a shift is not considered hours worked and are not compensated in any manner whatsoever.

G. An employee who is called back to work before or after working a regular shift or work week will be compensated for a minimum of two (2) hours or for actual hours worked, whichever is greater, at the overtime rate. Call back begins the moment the employee receives notification of the call back.
Employees who are required to attend any meetings or training outside their scheduled working hours, will be compensated at a rate of one and one half (1½) times their hourly rate for a minimum of three (3) hours.

H. Compensatory Time Off (CTO) may be requested by an employee in lieu of

overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked excess of the regularly scheduled work shift hours in a seven (7) day cycle, and/or in excess of their regularly scheduled work hours in one (1) day. CTO may be provided when requested on a straight time basis for a holiday "not worked". Employees may accrue up to one hundred forty (140) hours of compensatory time, may only cash out one hundred twenty (120). Unused compensatory time on the books shall be paid at termination of employment.

I. Employees shall receive time and a half pay for working on Youth Day, Earthquake Festival and Caesar Chavez Day. There will be no straight time for employees who are off. (Police Only)

ARTICLE 13 - SICK LEAVE

A. Employees shall receive sick leave at the rate of eight (8) hours per month for each calendar month of service. Sick leave time shall accrue on a monthly basis. Sick leave shall not accrue during the first six (6) months of initial probation. At the end of that time, the hours which would have accrued will be credited to the employee's sick leave balance.

B. Sick leave may be accumulated to a maximum of nine hundred and sixty (960) hours.

C. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

D. Employees granted a leave of absence pursuant to Article 19, or absent from duty when not authorized by the City shall not accrue sick leave. Sick leave shall not be accrued by an employee absent from duty after separation from City service.

E. After three (3) consecutive sick days, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.

F. Bereavement Leave – (Police Officers) Up to three (3) consecutive sick leave days on the 12 hour schedule, or 4 days on the 10 hour schedule may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother; children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the Sick Leave Bonus, but will be subtracted from accrued sick leave.
CSO will receive 48/54 for 9/80 schedule.

G. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall

receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is: (Police Only)

Accumulated Leave / 2	X Base Hourly Wage	=	Sum Total of Payout

H. Employees having ten (10) years or more of service with the City, upon retirement shall receive straight time pay for one third (1/3) of their accumulated sick leave hours. (Police Only)

I. Upon request of an employee and upon approval of the Chief of Police, sick leave credits may be transferred from one or more employees to another employee, under the following conditions:

1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,

2. The receiving employee has exhausted all leave credits,

3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.

J. Sick Leave Incentive - An employee who has used forty-eight (48) hours or less of sick leave in a one (1) year period from December 1 until November 30 shall receive one percent (1%) of their base yearly salary in a separate check payable to the employee during the first week of December of that year.

Side Letter of Agreement for re-opener on sick/catastrophic leave donations

ARTICLE 14 - HOLIDAYS

A. Employees shall receive the following holidays on a straight time basis:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Caesar Chavez Day (Only if Worked)
5. Half Day Good Friday
6. Youth Day (Only if Worked-Police)
7. Memorial Day
8. Independence Day
9. Earthquake Festival (Only if worked-Police)
10. Labor Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving
14. December 24th
15. December 25th

B. Every employee shall receive two (2) floating holidays per year. Employees shall receive credit for one floating holiday on July 1, and the other floating holiday on January 1 of each year. If an employee fails to take their floating holidays off,

between July 1 and June 30 of the following year, the employee will forfeit their floating holiday credit.

C. In accordance with the active work schedule, if a holiday falls on an employee's scheduled work day, and the employee is required to work, in addition to the holiday pay at straight time, the employee shall be compensated with overtime at the rate of one and one-half the base hourly wage. (Side letter of agreement).

An employee who works a shift that begins on New Year's Eve and extends to New Year's Day will be compensated at the overtime rate of one and one-half the base hourly wage for the entire shift.

ARTICLE 15 – VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month.

YEARS OF SERVICE	HOURS PER PAY PERIOD	ANNUAL HRS	DAYS
0 - 3	3.38	88	11
4 - 6	4.31	112	14
7 - 9	5.23	136	17
10 - 12	6.15	160	20
13 - 16	6.77	176	22
17 - 22	7.69	200	25
23 +	8.31	216	27

B. Vacations shall be scheduled by the employees with the approval of the Chief of Police, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.

C. Vacation leave shall not be granted during the first six (6) months of an employee's original probationary period. At the end of that time, the hours which would have accrued will be credited to the employee's vacation balance.

D. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.

E. Employees granted a leave of absence pursuant to Article 19 or absent from duty when not authorized by the City shall not earn vacation leave.

F. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

G. Employees may cash in their accrued vacation hours on approval of the City.

H. An employee separated from City service shall be compensated for vacation hours on the books.

I. All employees shall take at least one (1) week (scheduled consecutive work days) away from the job each year, which can be a combination of vacation, CTO, holiday, and floating holiday.

J. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used.

ARTICLE 16 - TRAINING SCHOOLS/FEES

A. If, as a condition for continued employment, the City requires attendance at a school or training establishment and fees are charged, such fees shall be paid by the City.

B. Travel time to and from a mandatory training school will be compensated by the City.

C. It shall be the intent of the City to send each full time Peace Officer to a minimum of 40 hours of Continuous Professional Training each year.

(Continuous Professional Training will be as defined as training courses given POST credits/certificates and or college credits and includes the 24 hour mandated POST requirements).

A Representative of the WPOA will meet with the Training Supervisor during the month of October. This meeting will address the needs and/or requests of each full time Peace Officer with the needs of the department for the upcoming year of training.

D. As scheduled by the Police Chief, firearms range training time will be considered overtime for employees not working their regular shift during such training.

ARTICLE 17 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) Association employees time off from normal duties without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. In no case shall any overtime be paid for such meeting and conferring.

ARTICLE 18 - WORKERS' COMPENSATION INSURANCE

The State Workers' Compensation Laws, and this MOU shall govern all aspects of work related injuries, illnesses, and accidents. Employees shall continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for Workers' Compensation benefits. Sick leave and vacation shall continue to accrue in accordance with the provision of State Labor Code 4850. (Police Only)

A. Industrial Injuries and Accidents

1. Employees shall report any work related injury, illness, or exposure which requires medical treatment to the appropriate department supervisor as soon as physically possible.

2. Employees shall report any work related injury, illness, or exposure of which the employee is aware which does not require medical treatment to the appropriate department supervisor as soon as possible, but in any event by the end of the employee's shift on which the injury, exposure or illness occurred.

3. If an injured employee remains eligible for Workers' Compensation temporary disability benefits beyond one (1) year, full salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

4. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and who has exhausted "4850 pay" eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

5. The City contribution to the employee's group insurance plan(s) continues during the "4850 pay" period and during integration of sick leave or vacation with Workers' Compensation benefits.

6. In accordance with State Labor Code Section 132(a), employees shall not be discriminated against.

B. Accident Reporting - Employees shall report any accident involving an employee which results in any injury or property damage to other parties to the appropriate department supervisor as soon as practical.

C. Medical Treatment - Any employee suffering from any work related injury, illness, or exposure which requires medical treatment shall immediately seek such treatment from the following City designated physician or medical facilities; Winters Medical Group during office hours, and/or Sutter Davis Hospital.

D. Leave of Absence for Industrial Disability Qualification - An employee suffering a work related injury, illness, or exposure which disables that employee from the performance of regular job duties will request a leave of absence for industrial disability. Such a request will be submitted in the form of a Workers' Compensation claim. Any dispute regarding such claim shall be resolved through Claims Management and/or YCPARMIA.

ARTICLE 19 - LEAVE OF ABSENCE

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick leave, industrial disability, holiday, or administrative leave.

A. An employee who has successfully completed the original probationary period may request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Council (The City and Association agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence.).

B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.

C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.

D. Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in City service.

E. As approved by the Police Chief an employee may return to work prior to the expiration of a leave of absence.

F. Persons employed by the City to fill positions made vacant by an employee on leave of absence shall hold such positions subject to being laid off upon the return of the employee on leave. Employees promoted to fill positions made vacant by employees on leave shall hold such positions subject to being returned to their former position upon return of the employee.

G. Military leave shall be granted in accordance with the provision of appropriate law.

The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

ARTICLE 20 - DISCIPLINE

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City. California Government Code Section 3303 et seq will be adhered to during any disciplinary investigation, procedure, or action. Prior to any interrogation in an internal investigation, an employee shall be entitled to any complaints, notes, records, or reports, except those deemed to be confidential.

A. Improper Employee Conduct - Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:

1. Fraud in securing appointment
2. Inefficiency
3. Insubordination
4. Dishonesty or theft
5. Drunkenness on duty
6. Addiction to the use of controlled substances
7. Discourteous treatment of the public or other employees
8. Willful disobedience
9. Negligent or willful misuse of City property.
10. Neglect of duty (not performing assigned tasks).
11. Conviction of any criminal act involving moral turpitude or felony.
12. Excessive or unexcused absence or tardiness.
13. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
14. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any act or information relative to actual or suspected violation of any laws of this State or of the United States occurring on the job or directly related thereto.

B. The purpose of disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards.

1. Oral or Written Reprimand - When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be

noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge. A written reprimand will remain in an employee's file for a period not to exceed six (6) months.

2. Suspension - The Department Head may suspend an employee for cause and without pay for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The Department Head may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether any suspension shall be with or without pay or benefits.

3. Reduction-in-pay - The Department Head may reduce an employee's pay for cause to a lower step as a disciplinary action.

4. Demotion - The Department Head may demote an employee for cause as a disciplinary action.

5. Discharge - An employee may be discharged by the City for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings.

C. Notice of Proposed Disciplinary Action - Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing - The disciplinary hearing is a formal meeting at which the employee has an opportunity to rebut the charges or to state any mitigating circumstances. The City Manager or designee shall hear and consider the employee's response.

E. Notice of Decision - Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager.

F. Appeal of Decision - In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing. The City Council shall hear the matter, and after due consideration, shall give a written decision to

the employee within twenty (20) calendar days.

G. Employee Representation - Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal - No employee shall be penalized in any way for participating in the appeal process.

I. Multiple Penalties - No employee shall receive more than one (1) disciplinary action for any individual occurrence of a violation leading to the discipline.

ARTICLE 21 - GRIEVANCE PROCEDURES Police only

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure - The first attempt to settle a grievance will be through discussion with the immediate supervisor. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the Police Chief within fifteen (15) calendar days after receiving a decision from the immediate supervisor.

   If grievance involves supervisors, employee can discuss the matter with the Chief.

B. Formal Grievance Procedure - An employee filing a formal appeal shall do so in accordance with the following:

   1. First Level of Review - The appeal shall be presented in writing to the Police Chief who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the Police Chief, the appeal shall be deemed to have been abandoned and terminated.

   2. City Manager Review - The City Manager or a designated representative shall discuss the grievance with the employee and other persons as may be needed. The City Manager may designate a fact finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) work days. If the employee does not agree with the decision, the employee shall have the right to file a formal appeal in writing to the City Council within fifteen (15) work days after receiving a decision or non-decision from the City Manager.

C. Appeal to the City Council - On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or hearing body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the hearing. Unless incapacitated, the employee making an appeal shall appear personally at the hearing before the City Council or appointed hearing officer or body.

Upon concluding any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify same. Such findings shall be

countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

If, due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.
3. The employee shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 22 - SAFETY AND HEALTH Police only

Pursuant to advice and/or requirements of the City's Insurance Carrier the City will make provisions for the safety and health of City employees during work hours. Procedures, protective devices, safety wearing apparel, equipment and facilities will be provided by the City and shall comply with the requirements under applicable regulations or laws. Employees shall utilize such safety and health procedures, devices, apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

The City shall provide each employee with the following:

1. Sam Brown Belt

2. Duty Weapon
3. Holster, Duty Weapon
4. Handcuffs (2 pair, "Peerless")
5. Handcuff Cases (2)
6. Magazines (3)
7. Magazine Case
8. Baton
9. Baton holder
10. Aerosol Tear Gas
11. Gas Canister Holder
12. Flashlight (SL-20 Aluminum)
13. Flashlight Holder
14. Keepers (4)
15. Badge, Departmental
16. Hat Piece, Departmental
17. Ballistic Vest (Soft Body Armor of not less than Threat Level 111A or Better – To be replaced no later than every five years or sooner if deemed to be unsafe, worn or defective.)
18. Raincoat
19. Rain Pants
20. Hat Cover, Rain
21. Kevlar Helmet
22. CPR Mask w/bag
23. Duty Ammunition
24. Protective Nitrile Gloves
25. Stinger flashlight
26. Stinger holder
27. Electronic control device
28. Electronic control device holder
29. Baseball Cap

All the foregoing equipment is City owned and will be used and maintained as the City deems necessary. Items which become unserviceable as a result of normal use or through no substantial fault of the employee shall be replaced by the City.

A. With the Police Chief's approval, an employee may substitute privately owned equipment for City issued equipment, and utilize any additional private safety equipment.

B. Upon leaving City service an employee shall return all the equipment in good working order excepting normal wear. The cost of damaged or missing equipment shall be deducted from an employee's termination check.

C. The City will reimburse an employee for the repair or replacement cost of approved personal property that is damaged, destroyed or lost in the line of duty not to exceed

$150.00 (one hundred fifty dollars) per employee per year. Replacement shall not include cash or coins, credit cards, or decorative jewelry.

ARTICLE 23 - NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, or Association or Non-Association activities.

ARTICLE 24 - SAVINGS PROVISION

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 25 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from October __, 2015 through September 30, 2017.

ARTICLE 26 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in the MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understanding set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment. Accordingly, all wages, hours and terms and conditions of employment shall remain in full force and effect for the term of this MOU, provided, however, that the parties may upon mutual agreement, renegotiate any part or provision of this MOU during its term. Any prior or existing MOU between the parties, past practices or conflicting rules and regulations regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Police Officers Association on the 1 day of JUNE, 2016.

BY: [signature] #531 BY: _____

Association Representative Association Representative

Accepted for submittal to the City Council on the ____ day of _____, 2016.

BY: _____

John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2016.

_____
Cecilia Aguiar-Curry, Mayor

ATTEST: _____
Nanci G. Mills, City Clerk

CITY OF
WINTERS
california
Est. 1875

RESOLUTION NO. 2016-26

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
SERGEANT'S ASSOCIATION

Effective
October 2015

MEMORANDUM OF UNDERSTANDING
WINTERS POLICE SERGEANT

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into this ____ day of October, 2015, through September 30, 2017 between the City of Winters (hereinafter referred to as City) and the Winters Police Sergeant Association (hereinafter referred to as Association).

****

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the representative for the employees in the Police Sergeant job classification (hereinafter referred to as employee).

ARTICLE 2 - MEMORANDUM OF UNDERSTANDING RATIFICATION

Upon approval of the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and approved by a Resolution adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City, however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Schedule work hours and or work periods, determine the number and duration of work periods, and establish, modify, or change work schedules, and determine the necessity of overtime and the amount of overtime required.

C. Direct the work force and hire, promote, demote, transfer, suspend, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.

G. Determine the size, character and use of inventories.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Establish, modify, eliminate or enforce rules and regulations and determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms and hiring part time employees.

M. Require employees, where necessary, to take in-service training courses during working hours.

N. Take any necessary action to carry out City responsibilities in cases of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ASSOCIATION RIGHTS

A. The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to wages, hours, and other terms and conditions of employment.

B. The Association may schedule use of meeting space within City facilities outside working hours, provided there are no legal prohibitions, and such space is available. The Association may use City equipment normally used in the conduct of business meetings, such as desks, chairs, blackboards, etc. Use of City equipment and space shall not disrupt department operations.

C. The Association will have reasonable advance notice of any City ordinance, rule,

resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. Reasonable advance notice is defined as public noticing as published by the City Clerk pursuant to state law, with a copy of the notice sent to the Association President. In addition, employees will be provided copies of special orders, general orders, training bulletins, department rules and regulations, and a copy of this MOU.

D. The City will allow the three principal Association officers' (President, Vice-President and Secretary/Treasurer) time to conduct Association business during the employee's duty shift if the officer is not otherwise engaged in an investigation and is available to answer dispatched calls.

E. With prior approval of the Police Chief and/or City Manager, authorized agents of the Association shall have access to City premises during work hours (8:00 A.M. to 5:00 P.M.), Monday through Friday, for purposes of adjusting disputes, investigating working conditions, and such other matters, as may be requested by the Association and approved by the City. Access may be restricted so as not to interfere with the conduct of City services and safety or security standards.

F. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by the Association President and a copy provided to the City Manager.

ARTICLE 5 - ASSOCIATION SECURITY AND DUES

A. Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) become a member of the Association and maintain membership in good standing in accordance with its Constitution and By-Laws.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. If requested by the Employee, the City shall deduct from employee wages the regular membership dues of Association employees, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provision of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the Winters Police Sergeant Association, at the end of each month.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of the MOU the City agrees that it will not cause a lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, sickout, stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date-of-hire with the exception of employees on initial probation.

A. The Association shall be given at least sixty (60) days notice prior to the effective date of the layoff. The City and Association agree to meet and confer to discuss alternatives to layoff and layoff procedures.

B. Employees shall be given at least forty-five (45) days notice prior to layoff.

C. No new employee shall be hired in the Police Sergeant classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff. Reinstatement must be exercised within twenty (20) workdays after the City deposits written notice of recall from layoff in the United States mail addressed to the employee's last known address by Certified Mail - Return Receipt Requested.

D. Employees who leave the Association to accept another position in the City service shall, upon completion of the probationary period in the new position, lose all seniority rights to their former positions.

ARTICLE 8 - WAGES, MERIT STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Merit Steps: The following schedule provides a wage range with five (5) merit steps also known as base wage steps.

Police Sergeant Wages effective October, 2015.

A	B	C	D	E
5,798	6,088	6,392	6,712	7,047

Police Sergeant Wages effective first full paycheck October 2016.

A	B	C	D	E
5,943	6,240	6,552	6,879	7,223

Within the range, all step advancements will be considered on an employee's anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1) year in a particular step before being considered for further Step increases, however, the Police Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date. The time required for step advancement shall be extended by any time spent on leave of absence pursuant to Article 19.

B. The City will review this wage scale by the end of April, surveying base wages of the Sergeant classification in the jurisdictions of: Auburn, Davis, Dixon, Galt, Marysville, Oroville, Placerville, Rocklin, Vacaville, West Sacramento, and the Yolo County Sheriff's Department. The purpose of this survey will be a reference check on the base wages paid in Winters.

C. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1. Shift Differential - Employees required to work shifts shall receive the following for shifts actually worked.

		PER SHIFT
Day Cover or Swing Shift	=	$6.50
Utility or Night Cover Shift	=	$7.00
Graveyard Shift	=	$8.00

2. Uniform Allowance- Employees are required to wear uniforms as established by the City. For purchase and maintenance of uniforms the City will pay $300.00 (three hundred dollars) per quarter, paid quarterly in a separate check to the employee.

3. Bilingual Pay - An employee who is certified to use both English and Spanish, written and/or spoken, on the job, and the use of such skill is required by the City shall receive $200.00 (two hundred dollars) per month. Employees must be tested and certified pursuant to department standards. Yolo County provides the certification at no cost.

4. Insurance - Employees shall receive $800.00 per month, or up to $2,259, per month to purchase various health (depending on size of family and plan), vision, dental, etc., insurance which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee. New employees are required to purchase health and dental insurance which the City may subscribe. Employee's are not required to have health coverage through the City but must show proof of coverage satisfactory to the City. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Associations. Employer shall pay life insurance premium, long-term disability premium and the vision premium for employee only.

5. Public Employees Retirement System (PERS) – Employees shall join the PERS system as a condition of employment.

   Tier One Retirement Formula

   Safety employees hired before 2012 will receive a 3% @ 55, with a three year average compensation formula.

   Tier Two Retirement Formula

   Safety employees hired in 2012 will receive a 2% @ 50, with a three year average compensation formula.

   Tier Three Retirement Formula

   Safety employees hired after January 1, 2013 will receive a 2.7% @ 57, with a three year average compensation formula.

   Employees shall pay the employee rate.

6. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.

7. Education Incentive - An employee who provides evidence of having received a degree from a recognized college/university or a post certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

Employer shall pay up to $1,000 per semester, per employee, toward continuous college/adult learning education and professional development program.

CERTIFICATE/EDUCATION	WAGE INCREASE
AA/AS Degree/Intermediate Post	4% above base wage
BA/BS Degree/Advanced Post	10% above base wage

8. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the anniversary of the employee's full-time hire date.

9. Jury Duty - Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

10. Field Training Officers - Employees assigned as Field Training Officers shall receive $400.00 (four hundred dollars) per month while actively engaged in the training of officers.

11. Court Time - A minimum of four (4) hours overtime shall be paid for each court appearance outside an employee's scheduled working hours. However, if a scheduled court appearance is canceled and notification is not received by the employee on the prior business day to the scheduled court appearance, two hours of overtime shall be paid to the employee.

12. Association Time - Individual Association members may donate, from their accrued vacation leave, holiday leave, or compensatory time off, to the Association for Association business. The President of the Association may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed between the Chief of Police and the Association that additional members may be absent. Two (2) weeks advance notice of use of time shall be given. The time may be used only in hourly increments. The accrual of time given by an employee to the Association, shall be noted on each employee's time card, and shall be the responsibility of the Administrative Services Department. The Association's

balance of accrued time will appear on the Association's dues check.

13. Counseling Services - The City will provide psychological counseling services for employees and their families as developed and administered by the Yolo County Risk Management Authority.

14. Administrative Leave (Available on a Two-Sergeant Status - Administrative Sergeant Only- Non Patrol) – All employees covered by this Resolution shall receive 6 days administrative leave per fiscal year beginning July 1st. This leave shall be in addition to accrued vacation and other leaves provided by the City. If employee would like to cash in his or her administrative leave time, they may cash in up to sixteen hours (16) which must be accrued and on the books at the time the request is made. This time must be used by the end of each year, if not the time will be lost. (Cash out option is frozen at this time.)

15. Deferred Compensation – An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city after this MOU goes in to effect, the City will contribute a match of up to $500.00 annually.(City contribution is frozen at this time.)

D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Wednesday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor at least ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a merit step advance. If the evaluation is not completed in the time required, the performance of the employee shall be deemed to be acceptable. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee.

b. A discussion between the supervisor and employee on the content of the performance evaluation.

c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is "Unsatisfactory" or "Improvement Needed", a step increase will not be granted, provided however that inadequate work performance has been previously documented, and the employee has been made aware of and given the opportunity to remedy deficiencies. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION

A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.

1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months.

2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Police Chief. The probationary period may be extended for any leave of absence granted pursuant to Article 19.

3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

B. New Classifications - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification - Reclassification is a change to an existing job class as a result

of changes in the function, duties, and/or responsibilities as determined by the City. The City and Association agree to meet and confer if classifications in this MOU are being reclassified.

D. Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. The employee shall receive $800.00 (eight hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City, and the employee.

2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.

E. Promotion - The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.

2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion.

   A rejection pursuant to this section shall not be considered a demotion as defined in Article 20.

3. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential. Access to personnel records shall be limited to the City Manager, Assistant City Manager, Administrative Services Director, Sergeant, and the Police Chief. An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file. Records of sworn police officers

which are kept by the Administrative Services Department shall have access restricted as provided by law.

ARTICLE 11 - HOURS OF WORK

The normal work week is five (5) consecutive work days of eight (8) work hours each equaling forty (40) work hours over a standard seven (7) day cycle ("standard" means seven (7) consecutive days based on each employee's work week assignment).

Effective June or July of 2016 the Department will transition in to a new work schedule based on the following shifts.

A. The shift codes:

1 - 0600 to 1800
2 - 0600 to 1800
3 - 1800 to 0600
4 - 1800 to 0600
Cover 1400 to 0200

An employee will not have less than a ten (10) hour rest period between the end of a shift and the beginning of the employee's next shift. If this rest period is not given, the employee's next shift will be considered call-back.

The City shall designate a 7K exemption twenty-eight (28) day work period pursuant to the Fair Labor Standards Act.

Sick Leave and Annual Leave accrual rates remain as currently calculated (i.e., sick leave will accrue at eight (8) hours but will be taken in twelve (12 hour increments for employees assigned to patrol.

Bidding will take place one time each year for two (2) six (6) month periods (December 1 and June 1 rotation dates). Employees may stay on the same watch (shift) for two (2) consecutive six (6) months periods and then must bid for the opposite watch (shift).

Bidding for watch/squad schedules will be by seniority.

No double shifts will be allowed for safety purposes.

The Chief of Police may, at his/her discretion, revoke the Twelve-hour shift schedule in order to provide adequate patrol shift coverage. Prior to revoking the 12 hour shift schedule, unless in the event of an emergency, the Chief of Police will provide the POA with thirty (30) days' notice and the POA will have an opportunity to meet with the chief of Police on the impact of the change in shift

and the rotation time.

B. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift plus a thirty (30) minute lunch break. Employees shall work straight eight (8) hours and will be considered to be on duty during rest periods and lunch break. An employee working a shift over 8 hours will have an extra 15-minute break for every two hours worked.

C. Breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

D. Employees will report to work fully prepared at the start of their work shift.

ARTICLE 12 - OVERTIME

A. Although all classifications listed in Article 1 are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA) the City may designate certain positions exempt per Department of Labor standards. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

B. The traditional work cycle for all employees within the bargaining group shall be seven (7) days in length. All employees, except those deemed exempt, required to work hours in excess of forty (40) hours in a seven (7) day cycle, and/or in excess of eight (8) hours in one (1) day, shall receive overtime pay at the rate of time and one-half. "Hours worked" shall not include any leave of absence pursuant to Article 19.

1. The alternative work cycle for all employees with 12 hour shifts within the bargaining group, an officer may be scheduled 36 hours in one week and 44 hours the following week. The additional 4 hours in the 44 hour week will not be paid at the overtime rate. All employees, except those deemed exempt, required to work hours in excess of the regularly scheduled work shift hours in a seven (7) day cycle, and/or in excess of their regularly scheduled work hours in one (1) day, shall receive overtime pay at the rate of time and one-half. "Hours worked" shall not include any leave of absence pursuant to Article 19.

C. All overtime must have authorization of a supervisor prior to starting overtime work, except when an emergency situation arises which necessitates overtime work beyond a regular shift. An employee's failure to obtain prior approval may result in denial of the overtime request. Employees shall not spend excessive amounts of time at their workstation before or after their normal work period. Such incidental time will not be compensated in any manner whatsoever unless

prior authorization of a supervisor is obtained.

D. The City will provide an employee with one (1) week prior notification of scheduled mandatory overtime. If this notification is not given, an employee may refuse to work the overtime.

E. Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from a training facility, for non-mandatory training, outside of an employee's work shift.

F. Employees will be provided with a locker for their own personal convenience and may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Time spent in changing clothes before or after a shift are not considered hours worked and are not compensated in any manner whatsoever.

G. An employee who is called back to work before or after working a regular shift or work week will be compensated for a minimum of two (2) hours or for actual hours worked, whichever is greater, at the overtime rate. Call back begins the moment the employee receives notification of the call back.
Employees who are required to attend any meetings or training outside their scheduled working hours, will be compensated at a rate of one and one half (1½) times their hourly rate for a minimum of three (3) hours.

H. Compensatory Time Off (CTO) may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked excess of the regularly scheduled work shift hours in a seven (7) day cycle, and/or in excess of their regularly scheduled work hours in one (1) day. CTO may be provided when requested on a straight time basis for a holiday "not worked". Employees may accrue up to one hundred-twenty (140) hours of compensatory time, may only cash out one hundred twenty (120). Unused compensatory time on the books shall be paid at termination of employment.

I. Employees shall receive time and a half pay for working on Youth Day, Earthquake Festival and Caesar Chavez Day. There will be no straight time for employees who are off.

ARTICLE 13 - SICK LEAVE

A. Employees shall receive sick leave at the rate of eight (8) hours per month for each calendar month of service. Sick leave time shall accrue on a monthly basis.

B. Sick leave may be accumulated to a maximum of twelve hundred (1200) hours.

C. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

D. Employees granted a leave of absence pursuant to Article 19, or absent from duty when not authorized by the City shall not accrue sick leave. Sick leave shall not be accrued by an employee absent from duty after separation from City service.

E. After three (3) consecutive sick days, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.

F. Bereavement Leave - Up to three (3) consecutive sick leave days on the 12 hour schedule may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the forty eight (48) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave.

G. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is:

$$\frac{\text{Accumulated Leave}}{2} \times \text{Base Hourly Wage} = \text{Sum Total of Payout}$$

H. Employees having ten (10) years or more of service with the City, upon retirement shall receive straight time pay for one third (1/3) of their accumulated sick leave hours.

I. Upon request of an employee and upon approval of the Chief of Police, sick leave credits may be transferred from one or more employees to another employee, under the following conditions:

1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,

2. The receiving employee has exhausted all leave credits,

3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.

I. Sick Leave Incentive - An employee who has used forty-eight (48) hours or less of sick leave in a one (1) year period from December 1 until November 30 shall receive one percent (1%) of their base yearly salary in a separate check payable to the employee during the first week of December of that year.

ARTICLE 14 – CATASTROPHIC ILLNESS OR INJURY

A. Full-time employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, and sick leave.

ARTICLE 15 - HOLIDAYS

A. Employees shall receive the following holidays on a straight time basis:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Caesar Chavez Day (only if worked)
5. Half Day Good Friday
6. Youth Day (Only if worked)
7. Memorial Day
8. Independence Day
9. Earthquake Festival(Only if worked)
10. Labor Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving
14. December 24th
15. December 25th

B. Every employee shall receive two (2) floating holidays per year. Employees shall receive credit for one floating holiday on July 1, and the other floating holiday on January 1 of each year. If an employee fails to take their floating holidays off, between July 1 and June 30 of the following year, the employee will forfeit their floating holiday credit.

C. In accordance with the active work schedule, if a holiday falls on an employee's scheduled work day, and the employee is required to work, in addition to the holiday pay at straight time, the employee shall be compensated with overtime at the rate of one and one-half the base hourly wage. (Side letter of agreement).

An employee who works a shift that begins on New Year's Eve and extends to New Years Day will be compensated at the overtime rate of one and one-half the base hourly wage for the entire shift.

ARTICLE 16 - VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month.

YEARS OF SERVICE	HOURS PER PAY PERIOD	ANNUAL HRS	DAYS
0 - 3	3.38	88	11
4 - 6	4.31	112	14
7 - 9	5.23	136	17
10 - 12	6.15	160	20
13 - 16	6.77	176	22
17 - 22	7.69	200	25
23 +	8.31	216	27

B. Vacations shall be scheduled by the employees with the approval of the Chief of Police, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.

C. Vacation leave shall not be granted during the first six (6) months of an employee's original probationary period. At the end of that time, the hours which would have accrued will be credited to the employee's vacation balance.

D. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.

E. Employees granted a leave of absence pursuant to Article 19 or absent from duty when not authorized by the City shall not earn vacation leave.

F. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

G. Employees may cash in their accrued vacation hours on approval of the City.

H. An employee separated from City service shall be compensated for vacation hours on the books.

I. All employees shall take at least one (1) week (scheduled consecutive work days) away from the job each year, which can be a combination of vacation, CTO, holiday, and floating holiday.

J. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used.

ARTICLE 17 - TRAINING SCHOOLS/FEES

A. If, as a condition for continued employment, the City requires attendance at a

school or training establishment and fees are charged, such fees shall be paid by the City.

B. Travel time to and from a mandatory training school will be compensated by the City.

C. It shall be the intent of the City to send each full time Peace Officer to a minimum of 40 hours of Continuous Professional Training each year.

(Continuous Professional Training will be as defined as training courses given POST credits/certificates and or college credits and includes the 24 hour mandated POST requirements).

A Representative of the WPSA will meet with the Training Supervisor during the month of October. This meeting will address the needs and/or requests of each full time Peace Officer with the needs of the department for the upcoming year of training.

D. As scheduled by the Police Chief, firearms range training time will be considered overtime for employees not working their regular shift during such training.

ARTICLE 18 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) Association employees time off from normal duties without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. In no case shall any overtime be paid for such meeting and conferring.

ARTICLE 19 - WORKERS' COMPENSATION INSURANCE

The State Workers' Compensation Laws, and this MOU shall govern all aspects of work related injuries, illnesses, and accidents. Employees shall continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for Workers' Compensation benefits. Sick leave and vacation shall continue to accrue in accordance with the provision of State Labor Code 4850.

A. Industrial Injuries and Accidents

1. Employees shall report any work related injury, illness, or exposure which requires medical treatment to the appropriate department supervisor as soon as physically possible.

2. Employees shall report any work related injury, illness, or exposure of which the employee is aware which does not require medical treatment to the appropriate department supervisor as soon as possible, but in any event by the end of the employee's shift on which the injury, exposure or illness

occurred.

3. If an injured employee remains eligible for Workers' Compensation temporary disability benefits beyond one (1) year, full salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

4. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and who has exhausted "4850 pay" eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

5. The City contribution to the employee's group insurance plan(s) continues during the "4850 pay" period and during integration of sick leave or vacation with Workers' Compensation benefits.

6. In accordance with State Labor Code Section 132(a), employees shall not be discriminated against.

B. Accident Reporting - Employees shall report any accident involving an employee which results in any injury or property damage to other parties to the appropriate department supervisor as soon as practical.

C. Medical Treatment - Any employee suffering from any work related injury, illness, or exposure which requires medical treatment shall immediately seek such treatment from the following City designated physician or medical facilities; Winters Medical Group during office hours, and/or Sutter Davis Hospital.

D. Leave of Absence for Industrial Disability Qualification - An employee suffering a work related injury, illness, or exposure which disables that employee from the performance of regular job duties will request a leave of absence for industrial disability. Such a request will be submitted in the form of a Workers' Compensation claim. Any dispute regarding such claim shall be resolved through Claims Management and/or YCPARMIA.

ARTICLE 20 - LEAVE OF ABSENCE

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick

leave, industrial disability, holiday, or administrative leave.

A. An employee who has successfully completed the original probationary period may request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Council (The City and Association agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence.).

B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.

C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.

D. Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in City service.

E. As approved by the Police Chief an employee may return to work prior to the expiration of a leave of absence.

F. Persons employed by the City to fill positions made vacant by an employee on leave of absence shall hold such positions subject to being laid off upon the return of the employee on leave. Employees promoted to fill positions made vacant by employees on leave shall hold such positions subject to being returned to their former position upon return of the employee.

G. Military leave shall be granted in accordance with the provision of appropriate law. The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

ARTICLE 21 - DISCIPLINE

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City. California Government Code Section 3303 et seq will be adhered to during any disciplinary investigation, procedure, or action. Prior to any interrogation in an internal investigation, an employee shall be entitled to any complaints, notes, records, or reports, except those deemed to be confidential.

A. Improper Employee Conduct - Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:
   1. Fraud in securing appointment
   2. Inefficiency
   3. Insubordination

4. Dishonesty or theft
5. Drunkenness on duty
6. Addiction to the use of controlled substances
7. Discourteous treatment of the public or other employees
8. Willful disobedience
9. Negligent or willful misuse of City property.
10. Neglect of duty (not performing assigned tasks).
11. Conviction of any criminal act involving moral turpitude or felony.
12. Excessive or unexcused absence or tardiness.
13. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
14. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any act or information relative to actual or suspected violation of any laws of this State or of the United States occurring on the job or directly related thereto.

B. The purpose of disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards.

1. Oral or Written Reprimand - When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge. A written reprimand will remain in an employee's file for a period not to exceed six (6) months.

2. Suspension - The Department Head may suspend an employee for cause and without pay for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The Department Head may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether any suspension shall be with or without pay or benefits.

3. Reduction-in-pay - The Department Head may reduce an employee's pay for cause to a lower step as a disciplinary action.

4. Demotion - The Department Head, may demote an employee for cause as a disciplinary action.

5. Discharge - An employee may be discharged by the City for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings.

C. Notice of Proposed Disciplinary Action - Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing - The disciplinary hearing is a formal meeting at which the employee has an opportunity to rebut the charges or to state any mitigating circumstances. The City Manager or designee shall hear and consider the employee's response.

E. Notice of Decision - Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager.

F. Appeal of Decision - In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing. The City Council shall hear the matter, and after due consideration, shall give a written decision to the employee within twenty (20) calendar days.

G. Employee Representation - Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal - No employee shall be penalized in any way for participating in the appeal process.

I. Multiple Penalties - No employee shall receive more than one (1) disciplinary action for any individual occurrence of a violation leading to the discipline.

ARTICLE 22 - GRIEVANCE PROCEDURES

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure - The first attempt to settle a grievance will be through discussion with the immediate supervisor. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the Police Chief within fifteen (15) calendar days after receiving a decision from the immediate supervisor.

B. Formal Grievance Procedure - An employee filing a formal appeal shall do so in accordance with the following:

1. First Level of Review - The appeal shall be presented in writing to the Police Chief who shall render a decision in writing within fifteen (15) workdays after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) workdays after receiving a decision, or non-decision from the Police Chief, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review - The City Manager or a designated representative shall discuss the grievance with the employee and other persons as may be needed. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) workdays. If the employee does not agree with the decision, the employee shall have the right to file a formal appeal in writing to the City Council within fifteen (15) workdays after receiving a decision or non-decision from the City Manager.

C. Appeal to the City Council - On receipt of an appeal, the City Council may make such investigations, as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or hearing body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the hearing. Unless incapacitated, the employee making an appeal shall appear personally at the hearing before the City Council or appointed hearing officer or body.

Upon concluding any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify same. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

If, due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City

employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.

3. The employee shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 23 - SAFETY AND HEALTH

Pursuant to advice and/or requirements of the City's Insurance Carrier the City will make provisions for the safety and health of City employees during work hours. Procedures, protective devices, safety wearing apparel, equipment and facilities will be provided by the City and shall comply with the requirements under applicable regulations or laws. Employees shall utilize such safety and health procedures, devices, apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

The City shall provide each employee with the following:

1. Sam Brown Belt
2. Duty Weapon
3. Holster, Duty Weapon
4. Handcuffs
5. Handcuff Case
6. Magazine (3)
7. Magazine Holder
8. Baton
9. Baton Ring or Holder
10. Aerosol Tear Gas (Chemical Mace)
11. Mace Canister Holder
12. Flashlight (SL-20 Aluminum)
13. Flashlight Holder
14. Keepers (4)
15. Badge, Departmental
16. Hat Piece, Departmental
17. Ballistic Vest (Soft Body Armor of not less than Threat Level 11A or Better)

18. Raincoat
19. Rain Pants
20. Hat Cover, Rain
21. Helmet, General
22. CPR Micro-shield
23. Duty Ammunition
24. Protective Plastic Gloves
25. Stinger flashlight
26. Stinger holder
27. Electronic control device
28. Electronic control device holder
29. Baseball Cap

All the foregoing equipment is City owned and will be used and maintained, as the City deems necessary. Items which become unserviceable as a result of normal use or through no substantial fault of the employee shall be replaced by the City.

A. With the Police Chief's approval, an employee may substitute privately owned equipment for City issued equipment, and utilize any additional private safety equipment.

B. Upon leaving City service an employee shall return all the equipment in good working order excepting normal wear. The cost of damaged or missing equipment shall be deducted from an employee's termination check.

C. The City will reimburse an employee for the repair or replacement cost of approved personal property that is damaged, destroyed or lost in the line of duty not to exceed $150.00 (one hundred fifty dollars) per employee per year. Replacement shall not include cash or coins, credit cards, or decorative jewelry.

ARTICLE 24 - NON-DISCRIMINATION

Neither the City or the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, or Association or Non-Association activities.

ARTICLE 25 - SAVINGS PROVISION

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 26 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from October

2015, through September 30, 2017.

ARTICLE 27 – MOST FAVORED NATION CLAUSE

During the term of this Agreement the employer agrees that any increases and/or enhancements in compensation or benefits relating to any economic matters agreed to with the Winters Police Officers Association shall be provided to Winters Police Sergeants Association. Benefits or compensation provided for in this Agreement shall not be diminished, modified or eliminated during the term of the Agreement unless specifically provided for in this Agreement.

ARTICLE 28 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations, which resulted in the MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understanding set forth in this MOU constitute the complete and total contract between the City and the Association with respect to

wages, hours, and terms and conditions of employment. Accordingly, all wages, hours and terms and conditions of employment shall remain in full force and effect for the term of this MOU, provided, however, that the parties may upon mutual agreement, renegotiate any part or provision of this MOU during its term. Any prior or existing MOU between the parties, past practices or conflicting rules and regulations regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the Winters Police Sergeants on the 31 day of MAY, 2016.

By:_____
Jose Ramirez, Sergeant

Accepted for submittal to the City Council on the ___ day of _____, 2016.

BY:_____
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the _____ day of _____, 2016.

_____
Cecilia Aguiar-Curry, MAYOR

ATTEST:

_____

Nanci G. Mills, CITY CLERK

CITY OF
WINTERS
california
Est. 1875

RESOLUTION 2016-27

FIRE DEPARTMENT
CITY OF WINTERS
PERSONNEL RULES AND BENEFITS

Effective October 2015

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ARTICLE 1 – DEFINITIONS

A. ANNIVERSARY DATE: Means the anniversary on an annual basis from the date of hire.

B. PROMOTION DATE: Means the anniversary on an annual basis from the date appointed to a higher classification.

C. APPOINTING AUTHORITY: Means the person or group of persons having the lawful power to make appointments to, or to remove persons from, employment. The Appointing Authority for the Winter Fire Dept. is the City Manager or his/her designee.

D. COMPENSATORY TIME: Means time off with pay to which an employee is entitled in lieu of cash compensation for overtime worked.

E. ON CALL DUTY: Means the status of an employee who is not required to remain on Fire Department premises, but who shall be required to respond to call of service during their scheduled duty rotation.

F. OVERTIME: Means the time worked in excess of the regular work period or applicable state or federal law.

G, PERFORMANCE REPORT: Means the periodic evaluation of an employee's work reflected on forms prescribed by the City.

H. REGULAR EMPLOYEE: "Regular" employee means full time permanent employees and do not include temporary and/or extra employees.

I. STEP INCREASE: Means a salary increase, based upon satisfactory performance, recommended by the appointing authority. Step increases shall occur the anniversary date of the appointment to that classification.

J. SCOPE OF REPRESENTATION: Means wages, hours, and other terms and conditions of employment; except that it excludes merits, necessity of organization of services provided by the City unless such item impacts the wages, hours or other terms and conditions of employment.

K. SHIFT: Means units of 24 consecutive hours that employees are scheduled to be on duty.

L. WORK PERIOD: Means calendar days between 7 to 28 days as selected by the City for the purposes of determining overtime as prescribed by the Fair Labor Standards Act.

ARTICLE 2 - LAYOFF PROCEDURES

In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date-of-hire with the exception of employees on initial probation.

A. Employees shall be given at least forty-five (45) days notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.

B. The order of layoff of employees shall be as follow: Contract or fee employees; Temporary employees; Probationary employees; Permanent employees. Part-time employees shall be laid off before full-time employees.

C. No new employee shall be hired in the Firefighter, Engineer and Captain Classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff.

D. Probationary employees may be rehired without regard to seniority order, only agter regular employees have been rehired. Reinstatement must be exercised within twenty (20) workdays after the City deposits written notice from layoff in the United States mail addressed to the employee's last know address by Certified Mail – Return Receipt Requested.

E. Employees who ar in the laid off status must maintain all certification for the position they previously held to be considered eligible for rehire. The rehire list shall be maintained for a maximum of 24 months.

ARTICLE 3 - WAGES, MERIT STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Merit Steps: The following schedule provides a wage range with five (5) merit steps also know as base wage steps.

Fire Department Wages effective October 2015

Captain	6183	6492	6817	7158	7516
Engineer	5477	5750	6038	6340	6657
Firefighter	5252	5515	5791	6080	6384

Fire Department Wages effective October 2016

Captain	6338	6655	6987	7337	7704
Engineer	5614	5894	6180	6498	6823
Firefighter	5384	5653	5935	6232	6544

Within the range, all step advancements will be considered on an employee's anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1) year in a particular step before being considered for further Step increases; however, the Fire Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date.

B. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1. Uniform Allowance- Employees are required to wear uniforms as established by the City. (Side letter of agreement).

2. Bilingual Pay - An employee who is certified to use both English and Spanish, written and/or spoken, on the job, and the use of such skill is required by the City shall receive $150.00 (one hundred fifty dollars) per month. Employees must be tested and certified pursuant to department standards. Yolo County provides the certification at no cost.

3. Insurance - Employees shall receive $900.00 (nine hundred dollars) per month, or up to $2259.00 per month for a family plan (depending on size of family and plan) to purchase various health, vision, dental, life, etc., insurance which the City may subscribe. The City will cover any increase so there will be no out of pocket expense to the employee if premium increases during this fiscal year. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee. New employees are required to purchase health, vision (employer pays employee, dependent coverage is the responsibility of the employee) and dental insurance which the City may subscribe. Employee's are not required to have health and dental coverage through the City but must show proof of coverage satisfactory to the City. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers. Life Insurance in the amount of $30,000 will be paid by the employer. Long Term Disability with a180 day waiting period will be paid by the employer.

4. Public Employees Retirement System (PERS) - Employees shall join the PERS system as a condition of employment. The City subscribes to the 2% at 50 retirement plan. The City shall pay the employer rate and the employee shall pay the employee rate of 9%.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.

6. Education Incentive - An employee who provides evidence of having received a degree from a recognized college/university or a post certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

CERTIFICATE/EDUCATION	WAGE INCREASE
AA/AS Degree	4% above base wage
BA/BS Degree	10% above base wage

Employer shall pay up to $1,000 per semester, per employee, toward continuing college/adult learning education and professional development program

7. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the employee's anniversary date. Anniversary date to be January 1st. First longevity incentive will be paid to employee January 1, 2011.

8. Jury Duty - Employees may be excused from the regular responsibilities of their position when called for jury duty. Employees called for jury duty shall notify the Fire Chief of the call. If, in the opinion of the City, the absence of the employee would result in undue disruption of work, the City may direct the employee to request an exemption from jury duty. An employee shall not suffer loss of pay or benefits while actually serving on jury duty. All court approved jury pay received by the employee shall be remitted to the City.

9. Deferred Compensation – Deferred compensation is an arrangement in which a portion of an employee's income is paid out at a date after which that income is actually earned. Examples of deferred compensation include pensions, retirement plans, and stock options. The primary benefit of most deferred compensation is the deferral of tax to the date(s) at which the employee actually receives the income.

An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city, the City will contribute up to $500.00 annually. (Frozen at this time)

11. Health Care Benefit – The City will annually deposit $2,500 in to an account for each employee with California Government Voluntary Employees' Beneficiary Association (CALGOVEBA) July 1st of each year.
The CALGOVEBA is a 501(c)(9) which contributions are irrevocable and are protected from creditors. This is an individual health reimbursement account All contributions, interest, and reimbursements are tax free. Employees may make unlimited contributions, and all benefits accumulate year to year. There is no "use it or lose it" policy. Benefits are for both active and retired participants, spouse, and qualified dependent. Expenses such as Long Term Care, unreimbursed medical premiums, co-pays and pharmacy charges are all eligible expenses under a VEBA Trust Arrangement.

D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Friday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor at least ten (10) working days prior to the employee's anniversary date, unless there is a legitimate reason why the performance evaluation cannot be done at this time. At this time consideration may be given for a merit step advance. If the evaluation is not completed in the time required, the performance of the employee shall be deemed to be acceptable. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee.

   b. A discussion between the supervisor and employee on the content of the performance evaluation.

   c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation

and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is "Unsatisfactory" or "Improvement Needed", a step increase will not be granted, provided however that inadequate work performance has been previously documented, and the employee has been made aware of and given the opportunity to remedy deficiencies. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

ARTICLE 4 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION

A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.

1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee.

2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Fire Chief. The probationary period may be extended for any leave of absence granted.

3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

B. New Classifications - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification - Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.

D. Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. The employee shall receive $200.00 (two hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City and employee.

2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.

E. Promotion - The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.

2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion.

3. Nothing in this section shall be construed as limiting the City to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

ARTICLE 5 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential. Access to personnel records shall be limited to the City Manager, Administrative Services Director, and the Fire Chief, or their designated employees. An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file. Records of fire personnel which are kept by the Administrative Services Department shall have access restricted as provided by law.

ARTICLE 6 - HOURS OF WORK

A. Fire Suppression personnel shall work 48/96 schedule.

B. The 24 – hour shift shall normally commence at 0800 hours and continues through to 2000 hours. Work schedules could be modified.

C. Fire Suppression personnel may be required to continue to be available to respond to the station for calls for service after duty hours.

D. Duty Schedule & Rotation – Employees assigned to On Call Duty status will be on a

12 hour, or 24 hour duty schedule on a weekly basis as scheduled by the Fire Chief.

ARTICLE 7 – COMPENSATORY TIME

A. Due to the fact that the firefighters are exempt of the FLSA coverage at this time all parties have come up with this fair and equitable resolve

B. The represented employees shall be compensated with compensatory time accrual at the rate of one hour for each hour of call back for calls during off duty hours. The City expects each employee to use reasonable discretion when responding back to duty. Not more than one hundred and twenty (140) hours of compensatory time off may be accumulated. Employees may only cash out one hundred (120) hours. Unused compensatory time on the books shall be paid at termination of employment. Compensatory time off may be taken at the request of the employee, upon the authorization of the Fire Chief or his/her designee and such time shall not cause undo hardship upon the City. Work period, or modified work period established by the City in accordance with the 207k exemption set forth in the Federal regulations interpreting the Fair Labor Standards Act (FLSA).

C. Staff assigned to call duty that are called out after normal work hours shall receive one hour of compensatory time off for each and every hour on said call. The scheduling of this time off as needed with approval from the Chief and/or designee and scheduled so that it shall not cause undo hardship upon the City.

In lieu of paying overtime for monthly training, the employees shall receive one additional day of compensatory time off per month added to the compensatory time bank of hour.

ARTICLE 8 - SICK LEAVE

A. Employees shall receive sick leave at the rate of 11.2 hours per month for each calendar month of service. Sick leave time shall accrue on a monthly basis. Sick leave shall not accrue during the first six (6) months of initial probation. At the end of that time, the hours which would have accrued will be credited to the employee's sick leave balance.

B. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. There shall be no limit to the amount of sick leave accrued

C. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

D. Employees granted a leave of absence or absent from duty when not authorized by the City shall not accrue sick leave. Sick leave shall not be accrued by an employee

absent from duty after separation from City service.

E. After three (3) consecutive sick days, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.

F. Bereavement Leave - Up to three (3) consecutive sick leave days may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the sixty-seven (67) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave.

G. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is:

$$\frac{\text{Accumulated Leave}}{2} \times \text{Base Hourly Wage} = \text{Sum Total of Payout}$$

H. Employees having ten (10) years or more of service with the City, upon retirement shall receive straight time pay for one third (1/3) of their accumulated sick leave hours.

I. Upon request of an employee and upon approval of the Fire Chief, sick leave credits may be transferred from one or more employees to another employee due to a catastrophic illness, under the following conditions:

1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,

2. The receiving employee has exhausted all leave credits,

3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.

J. Sick Leave Incentive - An employee who has used sixty-seven (67) hours or less of sick leave in a one (1) year period from December 1 until November 30 shall receive one percent (1%) of their base yearly salary in a separate check payable to the employee during the first week of December of that year.

ARTICLE 9 - HOLIDAYS

A. Employees shall receive the following holidays on a straight time basis:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Caesar Chavez Day
   (Recognized Only – Monday through Friday)
   (No additional day off if falls on Saturday or Sunday)
5. Half Day Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. December 24th
13. December 25th

B. Every employee shall receive two (2) floating holidays per year. Employees shall receive credit for one floating holiday on July 1, and the other floating holiday on January 1 of each year. If an employee fails to take their floating holidays off, between July 1 and June 30 of the following year, the employee will forfeit their floating holiday credit.

C. If a holiday falls on an employee's scheduled work day, and the employee is required to work, in addition to the holiday pay at straight time, the employee shall be compensated with overtime at the rate of one and one-half the base hourly wage. (Side letter of agreement).

An employee who works a shift that begins on New Year's Eve and extends to New Years Day will be compensated at the overtime rate of one and one-half the base hourly wage for the entire shift.

ARTICLE 10 – VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month. Employees will earn vacation based upon length of government service years as full-time employees.

40 hour week employee	
0 – 3 years	96 hours
4 – 6 years	120 hours
7 – 9 years	136 hours
10 – 12 years	160 hours
13 – 16 years	176 hours
17 – 22 years	200 hours
23 + years	216 hours

24 hour shift employee	
0 – 3 years	134 hours
4 – 6 years	168 hours
7 – 9 years	190 hours
10 – 12 years	224 hours
13 – 16 years	246 hours
17 – 22 years	280 hours
23 + years	302 hours

B. Vacations shall be scheduled by the employees with the approval of the Fire Chief, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.

C. Vacation leave shall not be granted during the first six (6) months of an employee's original probationary period. At the end of that time, the hours which would have accrued will be credited to the employee's vacation balance.

D. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.

E. Employees granted a leave of absence or absent from duty when not authorized by the City shall not earn vacation leave.

F. In the event that a holiday occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

G. Employees may cash in up to 80 hours of their accrued vacation hours on approval of the City.

H. An employee separated from City service shall be compensated for vacation hours on the books.

I. All employees shall take at least one (1) week (five (5) consecutive working days) away from the job each year, which can be a combination of vacation, CTO, holiday, and floating holiday.

ARTICLE 11 - TRAINING SCHOOLS/FEES

A. If, as a condition for continued employment, the City requires attendance at a school or training establishment and fees are charged, such fees shall be paid by the City.

B. Travel time to and from a mandatory training school will be compensated by the City.

ARTICLE 12 - WORKERS' COMPENSATION INSURANCE

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

A. Industrial Injuries and Accidents.

1. Employees shall report any work related injury or illness which requires medical treatment to the appropriate department supervisor a soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

2. Employees shall report any work related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.

C. Medical Treatment. Any employee suffering from any work related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility.

D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

F. Temporary light duty. The City may make jobs available for the employee who can perform light duty assignments approved by the employee's physician and the City.

ARTICLE 13 - LEAVE OF ABSENCE

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick leave, industrial disability, holiday, or administrative leave.

A. An employee who has successfully completed the original probationary period may

request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Manager (Inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence).

B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.

C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.

D. An authorized leave of absence shall not be deemed a break in City service.

E. As approved by the Fire Chief an employee may return to work prior to the expiration of a leave of absence.

F. Military leave shall be granted in accordance with the provision of appropriate law. The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause.

A. Purpose.

1. To provide regular permanent employees subject to disciplinary actions with all rights to which they are entitled under the Constitution of the Unites States, the Constitution of the State of California and State and Federal Law including California Government Code and the Firefighters Bill of Rights.

2. To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of major disciplinary action.

B. Definitions.

1. Major Disciplinary Actions: Actions taken against a regular permanent employee by the appointing authority for just cause which include discharge, demotion, reduction in pay or suspension without pay for more than sixteen (16) hours for the same cause within any twelve (12) month period, or other discipline for which the law mandates notice and an opportunity for a hearing.

2. Minor Disciplinary Actions: Actions taken against a regular permanent employee by the appointing authority for just cause which include written reprimand, disciplinary transfer, disciplinary suspension with pay, or suspension without pay

up to and including sixteen (16) hours for the same cause within any twelve (12) month period.

3. Parties: The affected employee, the appointing authority or other members of supervision and management.

4. Response (Skelly) Meeting: An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action. (The response normally is to a person with authority to resend the proposed actions.)

5. Hearing: A formal hearing held following an appeal of an employee of disciplinary action taken by the appointing authority.

6. Notice: Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.

7. Service/Receipt of Notices/Orders. The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits within this section.

8. Day. All days are calendar days unless otherwise specified.

C. Time Limits

1. Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing.

D. Exclusive Procedure.

1. This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees.

2. The provisions of this disciplinary procedure shall supersede the procedures of the City ordinances or policies.

3. Disciplinary actions shall be subject to appeal only as outlined in section (h) of this article.

E. Notice of Proposed Discipline.

1. The employee shall be given written notice of a proposed disciplinary action, exclusive of a written reprimand, not less than five (5) days in advance of the date the action is proposed to be taken.

2. In an emergency situation, an employee may be suspended with pay or

temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken (subject to the provisions of applicable law).

3. The notice shall contain:

   a. The reasons for the proposed action, including the rule(s) or regulations(s) or ordinance(s) violated and a complete explanation of the reasons.

   b. A copy of the charges and the recommended action.

   c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the appointing authority (or his/her designee).

   d. The date and the time of the response meeting with the appointing authority during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management. The stated time and date herein may be moved to accommodate the employee's representative and agreed to by both parties.

   e. If the employee chooses not to participate in the response meeting and prefers to advance to appeal, he/she shall notify the appointing authority of his/her decision in writing. If no written response or request to advance to an appeal is received by the appointing authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.

   f. Accompanying material. Copies of material on which the charges and recommendations are based shall accompany the notice.

   g. The employee may copy and inspect his/her personnel file.

F. Scheduling.

The date and time for the response meeting with the appointing authority may be rescheduled for good cause upon mutual agreement of the parties. If a response meeting is rescheduled after the proposed date of the imposition of the disciplinary action, the appointing authority shall not take the proposed action until

after full consideration of the information presented at the response meeting.

G. Response (Skelly) Meeting.

1. At the time and place set for the meeting giving the employee opportunity to respond, the employee may respond either orally and/or in writing, personally, or with a representative.

2. Neither the appointing authority nor the employee shall be entitled to call witnesses or take testimony.

3. At the meeting, the appointing authority may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his/her representative. If new information relating to new charges or recommendations is introduced or, if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.

4. At the conclusion of the response meeting or within ten (10) days, the appointing authority shall issue an order, taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:

   a. An explanation of the basis for the action;
   b. The charges upheld or not upheld;
   c. The effective date(s) of the imposed discipline if any;
   d. A list of items upon which action is based or new documents, if appropriate; and
   e. Notice of the employee's right to appeal.

H. Appeal of Minor Disciplinary Suspension.

1. If an employee has requested and participated in a response meeting with the Appointing Authority as set forth above, or notified the appointing authority of his/her desire to advance to appeal, the employee shall have the right to appeal the Appointing Authority's minor disciplinary suspension to the City. Such appeal may include the severity of the penalty imposed.

2. Nothing in this subsection shall prohibit a firefighter from exercising his/her rights under applicable law and/or the Firefighter Bill of Rights.

3. Filing of an appeal shall not stay the effective date of the order of disciplinary action.

4. A written demand for an appeal and hearing must be served on the Appointing Authority by the employee or his/her representative within ten (10) days of receipt

of the Appointing Authority's order affirming, reversing or modifying the proposed minor disciplinary suspension.

5. The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

6. The demand for hearing shall include:

   The specific grounds for appeal; and copies of materials on which the appeal is based.

7. Upon receipt of the written request for a hearing, the City shall schedule the matter for hearing. The employee and Appointing Authority shall have the opportunity to present evidence and argument related to the disciplinary suspension.

8. The hearing shall be conducted as a full evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, and cross examine opposing witnesses, the right to counsel, and findings to support the decision.

9. The City shall conduct a hearing and shall, within fifteen (15) calendar days of the conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order.

10. Any decision of the City shall be final and binding on the parties and shall not be subject to appeal.

ARTICLE 15 – STRIKE TEAM ASSIGNMENTS AND COMPENSATION

Employees assigned to an engine or a strike team within the State Mutual Aid or Officer of Emergency Services Mutual Aid system shall receive full salary as if he/she is at work at the station. The remaining personnel shall be required to pick up the On Call Duty Schedule while the emergency exists.

ARTICLE 16 - OUTISIDE EMPLOYMENT

(A) The intention, construction and application of this Section shall be to provide guidelines for employees who wish to secure outside employment so that such outside employment does not create the appearance and/or existence of a conflict of interest and/or incompatible activities involving an employee's obligations and responsibilities to the City. Each situation will be determined based upon all factors relevant to that particular situation.

(B) Outside employment is defined as any paid employment performed by an employee in addition to his/her job with the City.

(C) An employee contemplating outside employment shall notify his/her appointing authority in writing in advance of commencing such employment. Any employee currently holding outside employment shall so notify the appointing authority. The notification shall contain the name of the employer (or statement of self-employment), the hours worked, the nature and duration of employment.

The appointing authority shall disapprove outside employment if the employment is in violation of any provisions of this section. In all other instances, the appointing authority shall approve or disapprove outside employment in accordance with this Section.

(D) The appointing authority shall consider all relevant factors, including but not necessarily limited to the following:

(1) Whether such employment would interfere with or be inimitable to the efficient performance of the employee's duties with this City.

(2) Whether such employment would involve a conflict of interest or conflict with the employee's duties with the City.

(3) Whether such employment would involve the performance of duties that the employee could or should perform as part of his/her employment with the City.

(4) Whether such employment would occur during the employee's regular or assigned working hours.

(5) Whether such employment would interfere with satisfactory service because of time away from the job or cause physical or mental fatigue, which impairs regular service.

(6) Whether such employment would be compatible with the proper discharge of City duties, and shall not tend to impair judgment or action in the performance of such duties.

(E) An employee shall not utilize in such employment any City tools, equipment, manuals, or other materials, nor shall the employee utilize any documents, reports or other information obtained in the course of his/her employment with the City or otherwise using City tools, equipment, manuals or other materials, which are not made available by the City to the general public upon request

(F) The outside employment of full-time personnel whose duties are not readily

confined to a standard workday and/or workweek may necessarily be restricted. Because of the nature of job duties, flexibility of hours and potential for conflict of interest, certain employees may be restricted from accepting outside employment.

(G) Employees not following the above provisions are subject to disciplinary action including, but not limited to, written reprimand, suspension without pay, and termination of employment.

ARTICLE 17 - NON-DISCRIMINATION

The City or the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, or national origin.

CITY OF
WINTERS
california
Est. 1875

RESOLUTION NO. 2016-28

SALARY SCHEDULE
CITY OF WINTERS

Effective
October 2015

City of Winters
Effective October 2015

BENEFIT UNIT & POSITION		MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
MM	Accounting Technician	$3,478	$3,652	$3,834	$4,026	$4,227	$41,736	$50,724
MI	Administrative Assistant (v)	$3,622	$3,803	$3,993	$4,193	$4,403	$43,464	$5,316
MM	Administrative Coordinator - Police Dept.	$6,372	$6,691	$7,025	$7,376	$7,745	$76,464	$92,940
MM	Assistant Planner*	$5,479	$5,753	$6,040	$6,342	$6,660	$65,748	$79,920
MM	Buiding Official*	$6,335	$6,651	$6,984	$7,333	$7,700	$76,020	$92,400
F	Captain - Fire	$6,183	$6,492	$6,817	$7,158	$7,516	$74,196	$90,192
E	City Clerk					$80	$960	$960
E	City Council					$180	$2,160	$2,160
E	Mayor					$180	$2,160	$2,160
CON	City Manager					$11,797	$141,564	$141,564
POA	Community Services Officer	$3,005	$3,156	$3,313	$3,479	$3,653	$36,060	$41,748
PO	Corporal	$5,158	$5,406	$5,666	$5,940	$6,227	$61,896	$74,724
DH	Director of Administrative Services	$8,167	$8,575	$9,004	$9,454	$9,927	$98,004	$119,124
DH	Director of Community Development (v)	$8,167	$8,575	$9,004	$9,454	$9,927	$98,004	$119,124
DH	Director of Financial Management	$8,167	$8,575	$9,004	$9,454	$9,927	$98,004	$119,124
M	Environmental Services Manager	$6,335	$6,651	$6,984	$7,333	$7,700	$76,020	$92,400
C	Executive Asst. to City Manager (v)	$3,533	$3,710	$3,895	$4,090	$4,294	$42,396	$51,528
F	Engineer - Fire (v)	$5,477	$5,750	$6,038	$6,340	$6,657	$65,724	$79,884
MM	Facilities Manager	$5,859	$6,152	$6,459	$6,782	$7,121	$70,308	$85,452
F	Fire Chief	$8,167	$8,575	$9,004	$9,454	$9,927	$98,004	$119,124
F	Firefighter	$5,252	$5,515	$5,791	$6,080	$6,384	$63,024	$76,608
MM	Grant Writer (v)	$4,392	$4,611	$4,842	$5,084	$5,338	$52,704	$64,056
DH	Housing Manager	$8,167	$8,575	$9,004	$9,454	$9,927	$98,004	$119,124
PO	Lieutenant (v)	$6,531	$6,857	$7,200	$7,560	$7,938	$78,372	$95,256
MI	Maintenance Worker - I	$2,502	$2,627	$2,759	$2,896	$3,041	$30,024	$36,492
MI	Maintenance Worker - II	$3,309	$3,475	$3,649	$3,831	$4,023	$39,708	$48,276
MI	Maintenance Worker - III - Senior	$4,022	$4,223	$4,434	$4,656	$4,889	$48,264	$58,668
MI	Maintenance Worker - IV - Field Supervisor	$4,892	$5,136	$5,393	$5,663	$5,946	$58,704	$71,352

City of Winters
Effective October 2015

	BENEFIT UNIT & POSITION	MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
C	Management Analyst - Administration	$4,392	$4,611	$4,842	$5,084	$5,338	$52,704	$64,056
MM	Management Analyst - Community Development	$4,392	$4,611	$4,842	$5,084	$5,338	$52,704	$64,056
MM	Management Analyst - Finance	$4,392	$4,611	$4,842	$5,084	$5,338	$52,704	$64,056
MI	Permit Technician	$3,304	$3,469	$3,643	$3,825	$4,016	$39,648	$48,192
DH	Police Chief	$8,268	$8,682	$9,116	$9,571	$10,050	$99,216	$120,600
PO	Police Officer	$4,958	$5,206	$5,466	$5,740	$6,027	$59,496	$72,324
PO	Corporal	$5,158	$5,406	$5,666	$5,940	$6,227	$61,896	$74,724
PO	Lieutenant (v)	$6,531	$6,857	$7,200	$7,560	$7,938	$78,372	$95,256
S	Sergeant	$5,798	$6,088	$6,392	$6,712	$7,047	$69,576	$84,564
M	Public Works Superintendent	$6,335	$6,651	$6,984	$7,333	$7,700	$76,020	$92,400
MI	Records Clerk I	$2,574	$2,702	$2,837	$2,979	$3,128	$30,888	$37,536
MI	Records Clerk II	$2,828	$2,969	$3,118	$3,274	$3,438	$33,936	$41,256
MI	Recreation Coordinator (v)	$2,577	$2,706	$2,841	$2,983	$3,132	$30,924	$37,584
S	Sergeant	$5,798	$6,088	$6,392	$6,712	$7,047	$69,576	$84,564
E	Treasurer					$25	$300	$300

City of Winters
Effective January 2016 - Pool Employees Effective July 2016

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

		Hourly Rate/Range
PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	12.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Cashier	10.00
PT	Community Center Attendant	10.00 -16.00
PT	CSO Records	18.50
PT	Fire Secretary	18.50
PT	Intern	10.00-35.00
PT	Lifeguard I**	10.25
PT	Lifeguard II**	11.25
PT	Lifeguard III**	12.25
PT	Lifeguard IV**	13.25
PT	Pool Manager**	18.25
PT	Project Management	10.00-35.00
PT	Recreation Leader I	10.00
PT	Recreation Leader II	10.50
PT	Recreation Leader III	11.00
PT	Recreation Leader IV	11.50
PT	Recreation Director	14.25
PT	Supervising Lifeguard**	15.25

City of Winters

Key to Benefit Codes

C = Confidential
CON = Contract
DH = Department Head
F = Fire
E = Elected

M = Manager
MM = Mid Manager
MI = Miscellaneous
PT = Part Time
S = Sergeamts

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%
Employee pays Employees Share of Safety Member Contribution of 9%
* New Budgeted Positions effective FY 2016 (1st paycheck in July)
**Pool Position Rates Effective FY 2016 (1st paycheck in July)
1.5% COLA for permanent full-time employees

City of Winters
Effective October 2016

BENEFIT UNIT & POSITION		MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
MM	Accounting Technician	$3,565	$3,743	$3,930	$4,127	$4,333	$42,780	$51,996
MI	Administrative Assistant (v)	$3,713	$3,898	$4,093	$4,298	$4,513	$44,556	$54,156
MM	Administrative Coordinator - Police Dept.	$6,531	$6,858	$7,201	$7,561	$7,939	$78,372	$95,268
MM	Assistant Planner*	$5,616	$5,897	$6,191	$6,501	$6,826	$67,392	$81,912
MM	Buiding Official*	$6,493	$6,818	$7,158	$7,516	$7,892	$77,916	$94,704
F	Captain - Fire	$6,338	$6,655	$6,987	$7,337	$7,704	$76,056	$92,448
E	City Clerk					$80	$960	$960
E	City Council					$180	$2,160	$2,160
E	Mayor					$180	$2,160	$2,160
CON	City Manager					$12,092	$145,104	$145,104
POA	Community Services Officer	$3,081	$3,235	$3,235	$3,396	$3,744	$36,972	$44,928
PO	Corporal	$5,282	$5,536	$5,803	$6,083	$6,377	$63,384	$76,524
DH	Director of Administrative Services	$8,371	$8,790	$8,229	$9,691	$10,175	$100,452	$122,100
DH	Director of Community Development (v)	$8,371	$8,790	$8,229	$9,691	$10,175	$100,452	$122,100
DH	Director of Financial Management	$8,371	$8,790	$8,229	$9,691	$10,175	$100,452	$122,100
M	Environmental Services Manager	$6,493	$6,818	$7,158	$7,516	$7,892	$77,916	$94,704
C	Executive Asst. to City Manager (v)	$3,621	$3,802	$3,992	$4,192	$4,402	$43,452	$52,824
F	Engineer - Fire (v)	$5,614	$5,894	$6,189	$6,498	$6,823	$67,368	$81,876
MM	Facilities Manager	$6,005	$6,306	$6,621	$6,952	$7,299	$72,060	$87,588
F	Fire Chief	$8,371	$8,790	$8,229	$9,691	$10,175	$100,452	$122,100
F	Firefighter	$5,384	$5,653	$5,935	$6,232	$6,544	$64,608	$78,528
MM	Grant Writer (v)	$4,502	$4,727	$4,963	$5,211	$5,472	$54,024	$65,664
DH	Housing Manager	$8,371	$8,790	$8,229	$9,691	$10,175	$100,452	$122,100
PO	Lieutenant (v)	$6,694	$7,028	$7,380	$7,749	$8,136	$80,328	$97,632
MI	Maintenance Worker - I	$2,565	$2,693	$2,828	$2,969	$3,117	$30,780	$37,404
MI	Maintenance Worker - II	$3,392	$3,562	$3,740	$3,927	$4,123	$40,704	$49,476
MI	Maintenance Worker - III - Senior	$4,122	$4,329	$4,545	$4,772	$5,011	$49,464	$60,132
MI	Maintenance Worker - IV - Field Supervisor	$5,014	$5,265	$5,528	$5,805	$6,095	$60,618	$73,140

City of Winters
Effective October 2016

	BENEFIT UNIT & POSITION	MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
C	Management Analyst - Administration	$4,502	$4,727	$4,963	$5,211	$5,472	$54,024	$65,664
MM	Management Analyst - Community Development	$4,502	$4,727	$4,963	$5,211	$5,472	$54,024	$65,664
MM	Management Analyst - Finance	$4,502	$4,727	$4,963	$5,211	$5,472	$54,024	$65,664
MI	Permit Technician	$3,387	$3,556	$3,734	$3,920	$4,116	$40,644	$49,392
DH	Police Chief	$8,475	$8,899	$9,344	$9,811	$10,301	$101,700	$123,612
PO	Police Officer	$5,082	$5,336	$5,603	$5,883	$6,177	$60,984	$74,124
PO	Corporal	$5,282	$5,536	$5,803	$6,083	$6,377	$63,384	$76,524
PO	Lieutenant (v)	$6,694	$7,028	$7,380	$7,749	$8,136	$80,328	$97,632
S	Sergeant	$5,943	$6,240	$6,552	$6,879	$7,223	$71,316	$86,676
M	Public Works Superintendent	$6,493	$6,818	$7,158	$7,516	$7,892	$77,916	$94,704
MI	Records Clerk I	$2,638	$2,770	$2,908	$3,054	$3,207	$31,656	$38,484
MI	Records Clerk II	$2,899	$3,044	$3,196	$3,356	$3,523	$34,788	$42,276
MI	Recreation Coordinator (v)	$2,641	$2,773	$2,912	$3,058	$3,211	$31,692	$38,532
S	Sergeant	$5,943	$6,240	$6,552	$6,879	$7,223	$71,316	$86,676
E	Treasurer					$25	$300	$300

City of Winters
Effective January 2017

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

		Hourly Rate/Range
PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	12.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Cashier	10.50
PT	Community Center Attendant	10.50 -16.00
PT	CSO Records	18.50
PT	Fire Secretary	18.50
PT	Intern	10.50-35.00
PT	Lifeguard I**	10.75
PT	Lifeguard II**	11.75
PT	Lifeguard III**	12.75
PT	Lifeguard IV**	13.75
PT	Pool Manager**	18.25
PT	Project Management	10.50-35.00
PT	Recreation Leader I	10.00
PT	Recreation Leader II	10.50
PT	Recreation Leader III	11.00
PT	Recreation Leader IV	11.50
PT	Recreation Director	14.25
PT	Supervising Lifeguard**	15.25

City of Winters

Key to Benefit Codes

C = Confidential

CON = Contract

DH = Department Head

F = Fire

E = Elected

M = Manager

MM = Mid Manager

MI = Miscellaneous

PT = Part Time

S = Sergeamts

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%

Employee pays Employees Share of Safety Member Contribution of 9%

* New Budgeted Positions effective FY 2016 (1st paycheck in July)

**Pool Position Rates Effective FY 2016 (1st paycheck in July)

2.5% COLA for permanent full-time employees

Passed and adopted this 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSENT:

CITY OF WINTERS

_____

Cecilia Aguiar-Curry, Mayor

ATTEST:

_____

Nanci G. Mills, City Clerk