



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, July 2, 2019

6:00 p.m. – Executive Session

AGENDA

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54957.6, Conference with Labor Negotiator John W. Donlevy Jr. and Agency Designated Representatives Shelly Gunby, Director of Financial Management and Crystal Zaragoza, Human Resources Manager to Discuss Employee Organizations: Confidential Employees Association, Management (Department Head) Employees Association, Manager Employees Association, Mid-Management Employees Association, Miscellaneous Employees Association.

6:30 p.m. – Regular Session

AGENDA

Members of the City Council

*Bill Biasi, Mayor
Wade Cowan, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu*

*John W. Donlevy, Jr., City Manager
Ethan Walsh, City Attorney
Tracy Jensen, City Clerk*

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 18, 2019 (pp. 4-8)
- B. Contract Renewal for Information Technology and Computer Support Services with Switzer Enterprises (pp. 9-20)

PRESENTATIONS:

None

DISCUSSION ITEMS

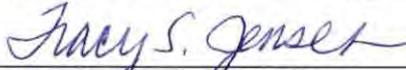
1. TEFRA Public Hearing and Adoption of Resolution 2019-21, a Resolution of the City Council of the City of Winters Approving Conduit Financing for the Blue Mountain Terrace Senior Apartments Affordable Housing Project (pp. 21-25)
2. Memorandums of Understanding (MOU) and Salary Schedule Resolutions (pp. 26-28) :
 - Resolution 2019-24, Miscellaneous Employees Association MOU (pp. 29-57)
 - Resolution 2019-25, Mid-Management Employees Association MOU (pp. 58-85)
 - Resolution 2019-26, Confidential Employees Association MOU (pp. 86-96)
 - Resolution 2019-27, Manager's Series Employees MOU (pp. 97-107)
 - Resolution 2019-28, Management (Dept. Head) Employees MOU (pp. 108-119)
 - Resolution 2019-29, Salary Ranges (pp. 120-130)
3. General Plan Element Review - Public Facilities and Services (pp. 131-133)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 2, 2019 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on June 27, 2019, and made available to the public during normal business hours.



Tracy S. Jensen, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6702.

How to obtain City Council Agendas, Agenda Packets, and Staff Reports or View on the internet: www.cityofwinters.org/administrative/admin_council.htm

Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.

General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.

Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.

The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.

Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

City Council agenda packets are available for review or copying at the following locations: City Hall – Finance Office - 318 First Street

City Council meetings are streamed and can be viewed live at <http://www.cityofwinters.org/live-city-council-meetings/>. A recording of any streamed City Council meeting can be viewed at a later date at <http://www.cityofwinters.org/city-council-meeting-recordings/>.



Minutes of the Regular Meeting of the
Winters City Council Held on June 18, 2019

Mayor Biasi called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu,
Mayor Pro Tem Wade Cowan, Mayor Bill Biasi

Absent: None

Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh,
Director of Financial Management Shelly Gunby, Building Official
Gene Ashdown, Police Chief John Miller, Police Sergeants Albert
Ramos and Jose Hermosillo, Police SRO/Detective David
Gonzalez, Police Chaplain Robert Duvall & Kepi, and City Clerk
Tracy Jensen.

Police Chief John Miller led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested that Consent Item D,
Extension for Completion of the Public Improvements for the Public Improvement
and Maintenance Agreement with SLO Rentals, LLC for Olive Grove Phase 1
Subdivision, be removed from the agenda at this time. Motion by Council
Member Neu, second by Mayor Pro Tem Cowan to approve the agenda with the
stated change. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Cowan,
Mayor Biasi

NOES: None

ABSENT: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS: Verbal updates were provided by Council.

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 4, 2019
- B. Minutes of the Joint Workshop of the Winters City Council and the Winters Planning Commission Held on Tuesday, June 4, 2019
- C. Amplified Sound Permit WFOL July Gazebo Concerts
- D. Resolution 2019-23, a Resolution of the City Council of the City of Winters Granting a 147-Day Extension for Completion of the Public Improvements for the Public Improvement and Maintenance Agreement with SLO Rentals, LLC for Olive Grove Phase 1 Subdivision **(ITEM REMOVED FROM AGENDA)**

City Manager Donlevy gave a brief overview. Motion by Council Member Loren, second by Council Member Neu to approve the Consent Calendar Items A, B and C. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Cowan,
Mayor Biasi
NOES: None
ABSENT: None
ABSTAIN: None

PRESENTATIONS

Police Chief John Miller introduced Charlie Kharsa, the newest Winters Reserve Police Officer, who will soon be entering the Winters Police Department's Field Training Program. City Clerk Tracy Jensen administered the Oath of Office and his wife Annette pinned his badge to his uniform. Reserve Officer Kharsa thanked Council for their time and for making him part of the team. Following two years of ride-alongs, he said he was excited to be part of the community.

DISCUSSION ITEMS

1. Public Hearing to Receive Input from Specific Property Owners Regarding Implementation of Weed Abatement for 2019

City Manager Donlevy gave a brief overview. Mayor Biasi opened the public hearing at 6:45 p.m. Tina Lowden, 400 Niemann, asked if there was a list of property owners available to the public. Staff responded that this list is available on the City's website and is included in the agenda packet. Mayor Biasi closed the public hearing at 6:46 p.m.

2. Planning Commission Appointments

Mayor Pro Tem and Interview Committee Member Wade Cowan said along with Interview Committee Member Jesse Loren, seven candidates were interviewed, all of whom were well-qualified.

The recommendation brought forth to Council by the Interview Committee was to re-appoint Ramon Altamirano, Gregory Contreras, and Pat Riley for a four-year term on the Planning Commission. During the interview process, all candidates agreed to remain on a list as potential replacements in the event a member of the Planning Commission is unable to fulfill their appointment. Interview Committee Member Jesse Loren added that all of the candidates were solid and enthusiastic, which is a great representation for a small city.

Kate Laddish, 400 Morgan, appreciates that several people applied to be on the Planning Commission. She thanked the applicants and those Planning Commissioners who continue to serve.

Motion by Council Member Loren, second by Council Member Neu to approve the recommendation brought forth by the Planning Commission Interview Committee and re-appoint Ramon Altamirano, Gregory Contreras and Pat Riley to the Planning Commission for a four-year term. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Cowan,
Mayor Biasi
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Biasi said it is good having knowledgeable candidates to choose from. Planning Commission Chairman Paul Myer thanked Council for making the re-appointments, all of whom read their materials and do a good job.

3. Pension and Other Post Employment (OPEB) Benefits Policy

City Manager Donlevy gave a brief overview and said the information provided by Shelly Gunby, Director of Financial Management, is its most basic and easy to read in dealing with one of the most important topics the City is dealing with. Included with the staff report and resolution is the proposed "Policy on Pension and Funded Liabilities" that includes guidelines on how to include money in the City's budget in the upcoming years for payment of pension and OPEB unfunded liabilities. Pensions and OPEB are big topics in California and having a policy in place is a priority and that a proactive approach to funding these liabilities is a prudent financial practice.

Shelly proposed setting up a trust to put money into (\$66,000 out of the budget each year from the General Fund, Water Fund, and Sewer Fund) to begin funding the cost of retiree benefits while the employees are still working, prior to their retirement.

For young police officers under the PEPRA plan, staff would like to be proactive regarding the unfunded liability from CalPERS each July by paying it once and saving 7.25%. This is included within the attached policy, and if approved, staff will make this payment annually and not need to submit this request each year.

The 2017-2018 Yolo County Grand Jury report included an entire section regarding the looming pension crisis in cities and counties and identified some of the issues as: lack of transparency, "golden parachutes", and the lack of political or financial payment to bring the balance down quicker. They want the cities and counties to educate their employees, investigate alternatives to the CalPERS system, make additional funding choices, and collaborate between the cities in Yolo County.

Staff is requesting to make additional payments to CalPERS that are being included in the budget: an additional \$100K the first year, \$75K the second year, and \$200K each year thereafter. This policy recommendation shows the City will pay off the current liability in twelve years. CalPERS estimated it would take 20 years. The balance will never be zero as the liability will continue to accrue. Shelly added the CalPERS interest rate has been reduced from 7.5% to 7%, and may be going down to 6.5% and confirmed the City has the tools to manage it.

In response to Mayor Biasi's question, Shelly said funds can be taken from the Water Fund and Sewer Fund because employees are working in water and sewer and the rates are set. Doing this won't violate the City's bond covenants. Mayor Biasi also asked about looking into alternative other than CalPERS. Shelly responded that all contracts and MOU's indicate the employees will become a member of the CalPERS system and the City has not attempted to negotiate out of it. This may be a possibility for new employees, but there are a lot of legal issues when dealing with several different classes. Shelly indicated that she has looked into CalPERS about starting up a trust on the pension side.

Mayor Pro Tem Cowan said he was glad to see this much effort to get this under control. He said he liked the lump sum payment at the beginning of each fiscal year.

Motion by Council Member Loren, second by Mayor Pro Tem Cowan to approve Resolution 2019-22 adopting a pension and OPEB policy. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Cowan,
Mayor Biasi

NOES: None
ABSENT: None
ABSTAIN: None

CITY MANAGER REPORT: Airbnbs and the EDAC report will be on the June 25th Planning Commission agenda. Thanks to Mayor Pro Tem Cowan and Council Member Loren for sitting on the Planning Commission Interview Committee and completing the candidate interviews.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Biasi adjourned the meeting at 7:15 p.m.

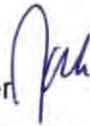
Bill Biasi, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 2, 2019
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Tracy Jensen, Records & Information Manager/City Clerk
SUBJECT: Contract Renewal for Information Technology and Computer Support Services

RECOMMENDATION:

City staff recommends that the City Council review and approve the Consultant Services Agreement for continued computer system and maintenance services between the City of Winters and Switzer Enterprises. Staff requests Council authorize the City Manager to execute said agreement.

BACKGROUND:

As head of the IT Department for the City of Winters, Lowell Switzer of Switzer Enterprises is responsible for maintaining the integrity and security of all servers, workstations and Mobile Data Computers (MDC's), including all printers and scanners.

Services consist of 24/7 remote server watch with daily backups of all servers to remote data units. Thirty (30) minute morning and evening remote server inspection to ensure all backups, program updates, (virus updates), and all error logs are checked for system integrity. Switzer Enterprises has set up remote access to all workstations to expedite the majority of all workstation issues. There is a quarterly server inspection to ensure all hardware is performing to specification. There are twelve (12) hours per week of on-site service to work with personnel and discuss any workstation or performance issues.

Switzer Enterprises specializes in network solutions, network design, network cabling, building and deploying network servers and workstations. We have been Microsoft Certified since the year 2000 and maintain all Microsoft training through the current 2019 server and workstations. As a Microsoft Certified Partnership Company, Switzer Enterprises has access to new products and training before the products become available to the public.

FISCAL IMPACT:

\$8,825/month (See Exhibits for monthly breakdown)

ATTACHMENTS:

- Exhibit 1: Cost of Monthly Website Maintenance and Update Service for City Hall, Winters Police Department and Winters Fire Department - \$1,125/month
- Exhibit 2: Cost of Monthly Web Hosting/E-mail for City Hall, Winters Police Department and Winters Fire Department - \$1,095/month
- Exhibit 3: Cost of Monthly Service Breakdown Including five (5) hours per week in-house for City Hall, Winters Police Department and Winters Fire Department - \$6,605/month



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 010-19**

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and Switzer Enterprises (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit A, which is the CONSULTANT'S Proposal Outline dated June 19, 2019. Consultant shall provide said services at the time, place, and in the manner specified by Exhibit A.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with Exhibits 1, 2 and 3 included in Exhibit B, but in no event shall total compensation exceed Eight Thousand Eight Hundred and Twenty-Five Dollars (\$8,825.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit B.

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Tracy S. Jensen, CITY CLERK

Exhibit "A" Provided by Consultant

SWITZER ENTERPRISES

SPECIALIZING IN NETWORK SOLUTIONS

COMPUTER

SERVICES

RESIDENTIAL | COMMERCIAL | GOVERNMENT

Office: 707 451-1600
Fax: 707 451-1601
630 Davis St Vacaville, CA 95688
support@switzerenterprises.com

Microsoft Certified
Professional

Customer Sheet

Date: 06/19/2019

Company Name: City of Winters California

Company Address: 318 First Street Winters, CA 95694

Company Phone: 530 795-4910 ext. 102

Company Fax: _____

Contact Person: Tracy Jensen, Records and Information Manager / City Clerk

Proposal Outline

Services Proposal:	Exhibit 1
Company Information:	Exhibit 2
Cost of Monthly Service Breakdown:	Exhibit 3

This contract is entered into on a month to month basis. The contract may be terminated with, or without, sufficient reason by either party at any time. Signing this contract enters the said parties into a legal and binding contract.

CLIENT/REPRESENTATIVE

DATE

SWITZER ENTERPRISES

DATE

We Make Your Network Work.
Visit us at www.SwitzerEnterprises.com

Exhibit "B" Provided by Consultant

SWITZER ENTERPRISES

SPECIALIZING IN NETWORK SOLUTIONS

COMPUTER SERVICES

RESIDENTIAL | COMMERCIAL | GOVERNMENT

Office: 707 451-1600
Fax: 707 451-1601
630 Davis St Vacaville, CA 95688
support@switzerenterprises.com

Microsoft Certified
Professional

Exhibit 1

Date: 06/19/2019

Cost of Monthly Website Maintenance and Update Service

City of Winters

Monthly Updates to Website. Editing , Updates, and Maintenance to <http://www.cityofwinters.org> website. Three (3) Hours per month @ \$125.00 375.00

Winters Fire Department

Monthly Updates to Website. Editing , Updates, and Maintenance to <http://www.wintersfire.org> website. Three (3) Hours per month @ \$125.00 375.00

Winters Police Department

Monthly Updates to Website. Editing , Updates, and Maintenance to <http://www.winterspolice.org> website. Three (3) Hours per month @ \$125.00 375.00

Total Monthly Cost: \$1,125.00

SWITZER ENTERPRISES

SPECIALIZING IN NETWORK SOLUTIONS

COMPUTER SERVICES

RESIDENTIAL | COMMERCIAL | GOVERNMENT

Office: 707 451-1600
Fax: 707 451-1601
630 Davis St Vacaville, CA 95688
support@switzerenterprises.com

Microsoft Certified
Professional

Exhibit 2

Date: 06/19/2019

Cost of Monthly Web Hosting

City of Winters

Monthly Web Hosting / E-mail-City Hall	65.00
Monthly Web Hosting / E-mail-Additional Users (49 Users @ \$10.00 per User)	490.00

Winters Police Department

Monthly Web Hosting / E-mail-Police Department	65.00
Monthly Web Hosting / E-mail-Additional Users (27 Users @ \$10.00 per User)	270.00

Winters Fire Department

Monthly Web Hosting / E-mail-Fire Department	65.00
Monthly Web Hosting / E-mail-Additional Users (14 Users @ \$10.00 per User)	140.00

Total Monthly Cost: \$1,095.00

SWITZER ENTERPRISES

SPECIALIZING IN NETWORK SOLUTIONS



Office: 707 451-1600
Fax: 707 451-1601
630 Davis St Vacaville, CA 95688
support@switzerenterprises.c



Exhibit 3

Date: 06/15/2019

Cost of Monthly Service Breakdown

City Hall/Police Department

There will be a flat fee of \$5,898	5,898.00
Tracy Jensen, Director of Administrative Services / City Clerk	
To include one (1) hour per week of in-house	included
Phone Support and Remote Access Assistance	included
is part of monthly contract	
Monthly Cost:	5,898.00

Fire Department

There will be a flat fee of \$707	707.00
To include four (4) hour per week of in-house	included
Phone Support and Remote Access Assistance	included
is part of monthly contract	
Monthly Cost:	707.00

Total Monthly Cost: \$6,605.00

Note: All other work will be billed separate at the rate of \$160.00 per hour

EXHIBIT "C"

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City's City Clerk prior to the effective date of such cancellation, or change in

coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 2, 2019
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Conduit Financing for the Blue Mountain Terrace Senior Apartments Affordable Housing Project

RECOMMENDATION:

Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (“CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$15,000,000, (the “Bond”), to assist in the financing the acquisition, construction, improvement and equipping of a 63-unit senior multifamily rental housing project located at 147 East Baker Street, Winters, California (the “Project”).

Adopt Resolution 2019-21 approving the issuance of the Bonds by the CMFA for the benefit of Blue Mountain Terrace Associates, L.P. (the “Borrower”) or a partnership created by Domus Development, LLC (the “Developer”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

BACKGROUND:

The City held a TEFRA hearing and approved a resolution (Resolution No. 2017-27) for the Project on June 6, 2017 and again on July 17, 2018 (Resolution No. 2018-33). Federal Tax Code dictates that a TEFRA hearing is valid for 1 year. Unfortunately, the Project was not able to close the bond financing within the 1-year period in which the TEFRA was last held. Therefore, it is required that another TEFRA hearing be held and a resolution approved. All aspects of the Project remain the same as they were when the TEFRA was approved on June 6, 2017 and July 17, 2018.

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$15,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the acquisition, construction, improvement and equipping of a 63-unit senior multifamily rental housing project located at 147 East Baker Street, Winters, California, generally

known as Blue Mountain Terrace Apartments and operated by Domus Management Company.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Winters must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities, including the City of Winters, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City’s appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Winters, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

ATTACHMENTS:

Resolution 2019-21
Public Hearing Notice

RESOLUTION NO. 2019-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF BLUE MOUNTAIN TERRACE APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Blue Mountain Terrace Associates, L.P. (the "Borrower") a partnership of which Domus Development, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$15,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a 63-unit senior multifamily rental housing project located at 147 East Baker Street, Winters, California, generally known as Blue Mountain Terrace Apartments (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the City of Winters (the "City") because the Project is to be located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Winters as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in

which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Winters this 2nd day of July, 2019.

AYES:
NOES:
ABSTAIN:
ABSENT:

CITY OF WINTERS

Bill Biasi, Mayor

Attest:

By: _____
Tracy Jensen, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, July 2, 2019, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an amount not to exceed \$15,000,000 (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of Blue Mountain Terrace Apartments, a 63-unit senior multifamily rental housing project located at 147 East Baker Street, Winters, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned by Blue Mountain Terrace Associates, L.P. (the "Borrower") or a partnership of which Domus Development, LLC (the "Developer") or a related person to the Developer is the general partner.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 6:30 p.m. or as soon thereafter as the matter can be heard, and will be held in the City Hall Council Chambers, 318 1st Street, Winters, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed or refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in these hearings, please contact City Clerk Tracy Jensen at (530) 794-6702. Please make your request as early as possible and at least one-full business day before the start of the hearing.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, City Clerk, City of Winters, 318 1st Street, Winters, California 95694.

Dated: June 12, 2019



TO: Honorable Mayor and Council Members
DATE: July 2, 2019
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Crystal Zaragoza, Human Resources Manager
SUBJECT: Memorandums of Understanding (MOU) and Salary Resolutions

RECOMMENDATION:

Staff respectfully recommends that the City Council adopt Resolutions 2019-24, 2019-25, 2019-26, 2019-27, 2019-28, and 2019-29, 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, 2017, but do continue until a new MOU is adopted. Represented members of the Associations ratified the tentative agreements attached.

The City and the Miscellaneous, Mid-Management, Confidential, Managers, and Department Head Associations, have agreed to a two year contract effective July 1, 2019 through June 30, 2021. Key points of the tentative agreements are as follows:

Salaries and Compensation

- New Salary Ranges reflecting a 5% Cost of Living Increase (COLA) effective July 2019 and a 2.5% COLA effective July 2020.

Health Benefits and Premiums

- The cost of Kaiser and Western Health Advantage decreased for 2019. We used this opportunity to adjust cafeteria plans to provide more equitable medical benefits. Cafeteria allowances have historically been based on the plan the employee chose, the size of their family, and the bargaining unit they are in. The proposed cafeteria allowances are the same across all associations presented today and can be used to purchase medical, dental, vision, and other supplemental insurances offered by the City. Under this plan, the cafeteria amount for a single person is \$1,200, \$1,700 for two-party, and \$1,950 for a family. Should the cost of medical premiums increase, effective January 1, 2020 and every year thereafter during the term of this

agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for the CalPERS Kaiser basic plan in the Sacramento region, dental plan and vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance. The medical-opt out amount has differed by bargaining unit. Under this new plan, all employees in the MOU's attached, who opt out of medical, will receive a monthly taxable payment equal to \$1,200 in lieu of the cafeteria allowance. Prior agreements permitted some employees to receive a greater cafeteria allowance than this new cafeteria plan. That excess benefit is being eliminated and those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit.

Holidays

- Eliminate the restriction on when floating holidays can be used and allow employees to use their 2 floating holidays consecutively. Clarified that floating holidays have no cash value at separation.

Vacation Leave

- Added language clarifying that vacation cash outs must be approved by the City Manager.

Sick Leave Incentive

- Allow for new hires to be eligible for a pro-rated sick leave incentive if hired by 6/1. Clarified that employees on a 9/80 schedule can use up to 54 hours and still be eligible for the incentive. Employees not on a 9/80 schedule can use no more than 48 hours to be eligible for the incentive.

Life Insurance

- Increased City paid life insurance for Miscellaneous and Mid-Management Associations from \$30,000 to \$50,000. Increased Managers and Confidential employees City-paid life insurance from \$30,000 to 1x their base salary.

Compensatory Time Off

- Eliminate the ability to accrue "comp time" effective 7/1/19 for the Miscellaneous and Mid-Management Associations. Any overtime worked will be paid out in the period that it's earned. Any time on the books will be paid to the employee using their base rate as of June 30, 2019.

Classifications

- The Confidential Employees MOU historically included the position of "Management Analyst" and mirrored the Mid-Management MOU. As of July 2018, this position was reclassified to "Records & Information Manager" and the position became a manager level position. The position of Human Resources Manager was created in July 2018 and this manager role should also be classified as a confidential position. Therefore, the Confidential Employees MOU has been adjusted to mirror the Managers Series MOU.

Equity

- Created an “equity clause” for the Fire and Police Chiefs within the Department Head MOU. Should represented subordinate employee groups or associations receive new and better economic or benefit(s) provisions than those provided to the Police Chief or Fire chief under their Department Head MOU, the Chief shall receive the equivalent economic or benefit provisions provided to the subordinate employee group on a prospective basis.

Miscellaneous Language Updates

- Association and Security Dues – Updated language in the Miscellaneous and Mid-Management MOU’s as a result of the Janus vs. AFSCME decision.
- Bi-lingual pay – Updated language in the Miscellaneous and Mid-Management MOU’s regarding bi-lingual pay and the qualifications for receiving this incentive.
- Discipline – Updated language in the Miscellaneous and Mid-Management MOU’s to clarify which types of discipline are subject to an appeal process.
- CALGOVEBA- Mid-Management updated their contributions to their CALGOVEBA (individual health reimbursement account) based on their years of service. Mid-Management and Department head MOU’s stated that there would be a mandatory terminal/annual leave contribution. The term “annual” was deleted.
- Recognition- Within the Mid-Management MOU, deleted the position of “Accounting Technician” and replaced with “Accountant” since this position was reclassified.
- Sick Leave- Updated language to clarify that employees will not accrue sick leave when they are not in a City-paid leave status.
- Sick Leave at Retirement – Clarified that employees who retire from the City of Winters with 20 years or more of service may receive sick leave cash out. This applies to Mid-Management, Managers, Confidential, and Department Head employees.
- Administrative Leave – Clarified that Managers and Confidential employees may cash in up to 27 hours of administrative leave, 27 hours must be accrued at the time the request is made. Added language for Managers, Confidential, and Department heads stating that administrative leave balances have no cash value at separation.

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 Associations will have to reopen negotiations.

FISCAL IMPACT:

Fiscal Year 219-2020

Increase in Cost is \$37,568.75 over that budgeted for the 19-20 Fiscal Year.

General Fund Increase in Cost is \$10,838.44.

Fiscal Year 2020-2021

Increase in Cost is \$193,399.46 to be included in the 20-21 Fiscal Year Budget.

General Fund Increase in Cost is \$110,476.56 .



RESOLUTION NO. 2019-24

**MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MISCELLANEOUS EMPLOYEES ASSOCIATION**

**Effective
July 1, 2019**

**CITY OF WINTERS
MISCELLANEOUS EMPLOYEES ASSOCIATION**

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****PREAMBLE****

This Memorandum of Understanding (MOU) is entered into July 1, 2019 through June 30, 2021 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.

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

- A. It is the intent of this Article to provide payroll deductions for Association members to be deducted from their warrants insofar as permitted by law. Following receipt of written certification from the Miscellaneous Employees Association (MEA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit to the Association MEA dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts over 24 pay periods, and a check for the total deductions shall be submitted to the Miscellaneous Employees Association, at the end of each pay period.
- B. The written certification from the Miscellaneous Employees Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the MEA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall promptly cease Association dues deductions from the employee's paycheck.
- C. An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.
- D. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.
- E. The Association shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to implementation and compliance with this Article.
- F. Pursuant to Government Code Sections 3555-3557, an Association representative shall receive not less than 10 days' notice, from the City, in advance of a new hire orientation for represented classifications, except in a specific instance where there is an urgent need critical to the City's operations that was not reasonably

foreseeable. During the time the employee is scheduled for orientation in the Personnel Office, a period of fifteen (15) minutes will be allowed to an Association representative to present information about joining the Association.

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 routinely and consistently is required to communicate in both English and Spanish and is certified pursuant to department standards, shall receive a bilingual pay incentive in the amount of two hundred dollars (\$200.00) per month.

- 3. Insurance -
 - (a) Cafeteria Allowance. The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

<u>Coverage Level</u>	<u>Monthly Allowance</u>
Employee Only	\$1,200
Employee +1	\$1,700
Family	\$1,950

Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2020 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the

monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser basic plan in the Sacramento region, (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.

Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount. Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to \$1,200 in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

(c) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

The City shall pay the cost of Long Term Disability Insurance and the cost of a \$50,000 Life Insurance Policy for each employee in this Association.

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 decrease 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 (CTO) will be eliminated as of June 30, 2019. Any time on the books will be paid to the employee using their base rate as of June 30, 2019. As of July 1, 2019, employees covered by this MOU will no longer accrue CTO.
- 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 shall not accrue sick leave when they are not in a City-paid leave status (e.g. off but not using vacation or sick time).

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.

D. 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) (54 for 9/80) hours of sick leave between December 1 and November 30. New hires are eligible for a pro-rated incentive if hired by June 1. 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.

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. These two floating holidays have no cash value, and may not be cashed at separation. Each floating holiday is equivalent to one work day and cannot be broken up by hours.
- 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.

<u>YEARS</u>	<u>DAYS</u>
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. With approval of the City Manager, 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 17-D.
- 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 as 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. Documented oral counselings and written reprimands are not subject to the appeal process as outlined in this article.

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.

Excluding documented oral reprimands, and 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 July 1, 2019 through June 30, 2021 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 25 day of June, 2019.

BY: [Signature]
Association Representative

BY: [Signature]
Association Representative

Accepted for submittal to the City Council on the 27 day of June, 2019.

BY: [Signature]
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2019.

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, City Clerk

ADDENDUM A

**WINTERS EMPLOYEES ASSOCIATION SALARY SCHEDULE
July 1, 2019
5% COLA**

Position	A	B	C	D	E
Administrative Assistant (v)	\$3,938	\$4,135	\$4,341	\$4,558	\$4,786
Executive Assistant to City Manager (v)	\$3,840	\$4,032	\$4,234	\$4,445	\$4,668
Maintenance Worker I	\$2,720	\$2,856	\$2,999	\$3,149	\$3,306
Maintenance Worker II	\$3,597	\$3,777	\$3,966	\$4,164	\$4,372
Maintenance Worker III (Senior)	\$4,371	\$4,590	\$4,819	\$5,060	\$5,313
Maintenance Worker IV (Field Sup)	\$5,317	\$5,583	\$5,862	\$6,155	\$6,463
Permit Technician (v)	\$3,592	\$3,772	\$3,960	\$4,158	\$4,366
Records Clerk I	\$2,798	\$2,937	\$3,084	\$3,239	\$3,400
Records Clerk II	\$3,074	\$3,228	\$3,390	\$3,559	\$3,737
Recreation Coordinator (v)	\$2,801	\$2,941	\$3,088	\$3,242	\$3,404

WINTERS EMPLOYEES ASSOCIATION SALARY SCHEDULE
July 1, 2020
2.5% COLA

Position	A	B	C	D	E
Administrative Assistant (v)	\$4,036	\$4,238	\$4,450	\$4,672	\$4,906
Executive Assistant to City Manager (v)	\$3,936	\$4,133	\$4,340	\$4,556	\$4,784
Maintenance Worker I	\$2,788	\$2,928	\$3,074	\$3,228	\$3,389
Maintenance Worker II	\$3,687	\$3,872	\$4,065	\$4,268	\$4,482
Maintenance Worker III (Senior)	\$4,481	\$4,705	\$4,940	\$5,187	\$5,446
Maintenance Worker IV (Field Sup)	\$5,450	\$5,723	\$6,009	\$6,309	\$6,625
Permit Technician (v)	\$3,682	\$3,866	\$4,059	\$4,262	\$4,475
Records Clerk I	\$2,868	\$3,011	\$3,161	\$3,320	\$3,486
Records Clerk II	\$3,151	\$3,309	\$3,474	\$3,648	\$3,830
Recreation Coordinator (v)	\$2,871	\$3,014	\$3,165	\$3,323	\$3,489



RESOLUTION NO. 2019-25

**MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION**

**Effective
July 1, 2019**

**CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION**

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****PREAMBLE****

This Memorandum of Understanding (MOU) is entered into July 1, 2019 through June 30, 2021 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)":

- Accountant
- 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

- A. It is the intent of this Article to provide payroll deductions for Association members to be deducted from their warrants insofar as permitted by law. Following receipt of written certification from the Mid-Management Employees Association (MMEA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit to the Association

MMEA dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts over 24 pay periods, and a check for the total deductions shall be submitted to the Mid-Management Employees Association, at the end of each pay period.

- B. The written certification from the Mid-Management Employees Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the MMEA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall promptly cease Association dues deductions from the employee's paycheck.
- C. An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.
- D. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.
- E. The Association shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to implementation and compliance with this Article.
- F. Pursuant to Government Code Sections 3555-3557, an Association representative shall receive not less than 10 days' notice, from the City, in advance of a new hire orientation for represented classifications, except in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. During the time the employee is scheduled for orientation in the Personnel Office, a period of fifteen (15) minutes will be allowed to an Association representative to present information about joining the Association.

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 routinely and consistently is required to communicate in both English and Spanish, and is certified pursuant to department standards, shall receive a bilingual pay incentive in the amount of two hundred dollars \$200.00 per month.

3. Insurance -

(a) Cafeteria Allowance. The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

<u>Coverage Level</u>	<u>Monthly Allowance</u>
Employee Only	\$1,200
Employee +1	\$1,700
Family	\$1,950

Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2020 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser basic plan in the Sacramento region, (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction. Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the first pay

period in July 2019 to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount. Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to \$1,200 in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

(c) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

(d) The City shall pay the cost of Long Term Disability Insurance and the cost of a \$50,000 Life Insurance Policy for each employee in this Association.

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
1-2 years of service	\$50.00 per pay period
3-11 years of service	\$75.00 per pay period
12-16 years of service	\$100.00 per pay period

17-26 years of service	\$75.00 per pay period
27-29 years of service	\$400.00 per pay period
30+ years of service	\$50.00 per pay period

Terminal 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 decrease 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 (CTO)** will be eliminated as of June 30, 2019. Any time on the books will be paid to the employee using their base rate as of June 30, 2019. As of July 1, 2019, employees covered by this MOU will no longer accrue CTO.
- 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 shall not accrue sick leave when they are not in a City-paid leave status (e.g. off but not using vacation or sick time). 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 forty-eight (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 (54 for 9/80) hours of sick leave between December 1 and November 30. New hires are eligible for a pro-rated incentive if hired by June 1. 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.

- G. Employees who retire from the City of Winters with 20 or more years of service may 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.

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. These two floating holidays have no cash value, and may not be cashed at separation. Each floating holiday is equivalent to one work day and cannot be broken up by hours.
- 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.

<u>YEARS</u>	<u>DAYS</u>
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. With approval of the City Manager, 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.
- 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 as 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. Documented oral counselings and written reprimands are not subject to the appeal process as outlined in this article.

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.

Excluding documented oral reprimands, and 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 July 1, 2019 through June 30, 2021 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 25 day of June, 2019.

BY: Munguon Mendaza
Association Representative

BY: Karla Ferguson
Association Representative

Accepted for submittal to the City Council on the 27 day of June, 2019.

BY: [Signature]
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ___ day of _____, 2019.

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, City Clerk

Addendum A

**Mid Management Salary Schedule
July 2019
5% COLA**

Position	A	B	C	D	E
Accountant	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803
Administrative Coordinator	\$6,926	\$7,272	\$7,636	\$8,018	\$8,419
Assistant Planner (v)	\$5,956	\$6,254	\$6,566	\$6,895	\$7,239
Facilities Manager	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741
Management Analyst	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803

**Mid Management Salary Schedule
July 2020
2.5% COLA**

Position	A	B	C	D	E
Accountant	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948
Administrative Coordinator	\$7,099	\$7,454	\$7,827	\$8,218	\$8,629
Assistant Planner (v)	\$6,105	\$6,410	\$6,730	\$7,067	\$7,420
Facilities Manager	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934
Management Analyst	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948



RESOLUTION NO. 2019-26

**MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
CONFIDENTIAL EMPLOYEES ASSOCIATION**

**Effective
July 1, 2019**

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**ARTICLE I
GENERAL PROVISIONS**

1.1 Application

1.1.1 This Resolution applies to the following confidential employees:

Records & Information Manager
Human Resources Manager

1.2 Term

1.2.1 This Memorandum of Understanding shall remain in full force and effect from July 1, 2019 through June 30, 2021 and from year to year thereafter unless one party serves notice on the other.

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 With approval of the City Manager, employees may 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. Employees may carry over any administrative leave balance past June 30

each year while cash out is limited to anything under 40 hours. Administrative leave balances have no cash value at separation.

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
0-5 Years of Service	\$12.50 per pay period
5-10 Years of Service	\$50.00 per pay period
10 + Years of Service	\$300.00 per pay period

Terminal Leave Contribution:

Employee Category	Mandatory Contribution
10 + Years of Service	75% value of vacation leave

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

(a) Cafeteria Allowance. The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

<u>Coverage Level</u>	<u>Monthly Allowance</u>
Employee Only	\$1,200
Employee +1	\$1,700
Family	\$1,950

Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2020 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser basic plan in the Sacramento region, (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.

Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount. Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health

plan may receive a monthly taxable payment equal to \$1,200 in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

(c) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

3.2 Long Term Disability Insurance

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

3.3 Life Insurance

3.3.1 The City shall maintain in effect life insurance for all employees covered by this Resolution in the amount of one-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 24 th (Christmas Eve)
Independence Day	December 25 th (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. These two floating holidays have no cash value, and may not be cashed at separation. Each floating holiday is equivalent to one work day and cannot be broken up by hours.

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 week's 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 who retire from the City of Winters with 20 years or more of service may 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 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 (48) (54 for 9/80) of sick leave between December 1 and November 30. New hires are eligible for a pro-rated incentive if hired by June 1. 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.

4.3.5 Employees shall not accrue sick leave when they are not in a City-paid leave status (e.g. off but not using vacation or sick time)

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 July 1, 2019 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Approved by the City of Winters Confidential Employees Association on the 24th day of June, 2019.

BY: Jacy Jensen
Association Representative

BY: Crystal Zaragoza
Association Representative

Accepted for submittal to the City Council on the 27 day of June, 2019.

BY: [Signature]
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2019

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, City Clerk

**EXHIBIT A
MONTHLY SALARY RANGES**

**CITY OF WINTERS
CONFIDENTIAL EMPLOYEES SALARY SCHEDULE
July 2019
5% COLA**

Position	A	B	C	D	E
Records & Information Manager	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741
Human Resources Manager	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370

**CITY OF WINTERS
CONFIDENTIAL EMPLOYEES SALARY SCHEDULE
July 2020
2.5% COLA**

Position	A	B	C	D	E
Records & Information Manager	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934
Human Resources Manager	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579



RESOLUTION NO. 2019-27

**MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MANAGER'S SERIES EMPLOYEES**

**Effective
July 1, 2019**

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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 This Memorandum of Understanding shall remain in full force and effect from July 1, 2019 through June 30, 2021 and from year to year thereafter unless one party serves notice on the other.

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 With approval of the City Manager, employees may 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. Employees may carry over any administrative leave balance past June 30.

each year while cash out is limited to anything under 40 hours. Administrative leave balances have no cash value at separation.

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

(a) Cafeteria Allowance. The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

<u>Coverage Level</u>	<u>Monthly Allowance</u>
Employee Only	\$1,200
Employee +1	\$1,700
Family	\$1,950

Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2020 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser basic plan in the Sacramento region, (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.

Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit. All such bridge payments are subject to

applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount. Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to \$1,200 in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

(c) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

3.2 Long Term Disability Insurance

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

3.3 Life Insurance

3.3.1 The City shall maintain in effect life insurance for all employees covered by this Resolution in the amount of one-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 24 th (Christmas Eve) |
| Independence Day | December 25 th (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. These two floating holidays have no cash value, and may not be cashed at separation. Each floating holiday is equivalent to one work day and cannot be broken up by hours.

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 Eamed 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 vacatïon 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 who retire from the City of Winters with 20 years or more of service may 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 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 (48) (54 for 9/80) of sick leave between December 1 and November 30. New hires are eligible for a pro-rated incentive if hired by June 1. 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.

4.3.5 Employees shall not accrue sick leave when they are not in a City-paid leave status (e.g. off but not using vacation or sick time)

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

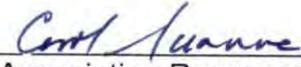
Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

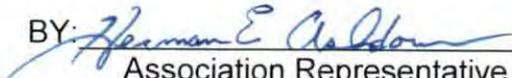
- 5.12 The City will continue to pay the employer's share and the employee shall pay the employee rate to the retirement system.
- 5.1.3 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965 to miscellaneous category of eligible employees.
- 5.1.4 The City shall maintain the PERS single highest year option for miscellaneous category of eligible employees.

ARTICLE VI OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

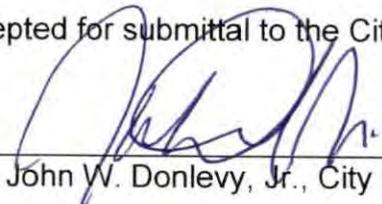
- 6.1 Other Compensable Items Not Set Forth Herein
 - 6.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Winters at the rate applicable on July 1, 2019 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Approved by the City of Winters Manager Employee Association on the 25 day of June, 2019.

BY: 
Association Representative

BY: 
Association Representative

Accepted for submittal to the City Council on the 27 day of June, 2019.

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

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2019

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, City Clerk

**EXHIBIT A
MONTHLY SALARY RANGES**

**CITY OF WINTERS
EXEMPT MANAGER'S SALARY SCHEDULE
July 2019
5% COLA**

Position	A	B	C	D	E
Building Official	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370
Environmental Services Manager	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370
Public Works Superintendent	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370

**CITY OF WINTERS
EXEMPT MANAGER'S SALARY SCHEDULE
July 2020
2.5% COLA**

Position	A	B	C	D	E
Building Official	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579
Environmental Services Manager	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579
Public Works Superintendent	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579



RESOLUTION NO. 2019-28

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

**Effective
July 1, 2019**

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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

This Memorandum of Understanding shall remain in full force and effect from July 1, 2019 through June 30, 2021 and from year to year thereafter unless one party serves notice on the other.

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 July 1, 2019, 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.) Administrative leave balances have no cash value at separation.

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 comperisation 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 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

(a) Cafeteria Allowance. The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

<u>Coverage Level</u>	<u>Monthly Allowance</u>
Employee Only	\$1,200
Employee +1	\$1,700
Family	\$1,950

Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2020 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser basic plan in the Sacramento region, (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the

allowance but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.

Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount. Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to \$1,200 in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

(c) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

3.2 Long Term Disability Insurance

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

3.3 Life Insurance

3.3.1 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 24 th (Christmas Eve)
Independence Day	December 25 th (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. These two floating holidays have no cash value, and may not be cashed at separation. Each floating holiday is equivalent to one work day and cannot be broken up by hours.

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 who retire from the City of Winters with 20 years or more of service may 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).
- 4.3.3
- 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 fifty-four (54) hours of sick leave between December 1 and November 30. New hires are eligible for a pro-rated incentive if hired by June 1. 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.
- 4.3.5 Employees shall not accrue sick leave when they are not in a City-paid leave status (e.g. off but not using vacation or sick time).

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.
- 6.2 Equity Clause
Should represented subordinate employee groups or associations, including the Winters Police Officers Association, Winters Police Sergeants Association, or the City of Winters Fire Department employees compensated according to the Fire Department Personnel Rules and Benefits, receive new and better economic or benefit(s) provisions than those provided to Police Chief or Fire Chief under this agreement, the Police Chief or Fire Chief, whoever is superior to the represented subordinate employee groups or associations, shall receive the equivalent economic or benefit(s) provisions provided to the subordinate employee group or association on a prospective basis. This excludes specific incentive pay currently afforded to these groups, such as bilingual pay, education pay, holiday pay, or shift differential pay, unless previously afforded to the Police Chief or Fire Chief under this agreement.
- Should any other subordinate represented employee group or association agree to adverse economic or benefit(s) provisions, or the City imposes adverse economic or benefit(s) provisions on them as a result of impasse, the Department Head Association shall be engaged pursuant to current labor law to discuss, in good faith, any similar terms. At no time shall economic or benefit(s) provisions be imposed upon the Police Chief or Fire Chief that are in excess of the adverse economic or benefit(s) provisions imposed on the subordinate employee group or association.

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, 2019 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Approved by the City of Winters Management (Department Head) Employee Association on the 25th day of June, 2019.

BY: [Signature]
Association Representative

BY: [Signature]
Association Representative

Accepted for submittal to the City Council on the 27 day of June, 2019.

BY: [Signature]
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2019.

Bill Biasi, Mayor

ATTEST:

Tracy Jensen, City Clerk

**EXHIBIT A
MONTHLY SALARY RANGES**

**CITY OF WINTERS
EXEMPT SALARY SCHEDULE
July 1, 2019
5% COLA**

Position	A	B	C	D	E
Director of Administrative Services (v)	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791
Director of Community Development (v)	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791
Director of Financial Management	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791
Fire Chief	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791
Housing Manager	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791
Police Chief	\$9,437	\$9,909	\$10,405	\$10,925	\$11,471

**CITY OF WINTERS
EXEMPT SALARY SCHEDULE
July 1, 2020
2.5% COLA**

Position	A	B	C	D	E
Director of Administrative Services (v)	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060
Director of Community Development (v)	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060
Director of Financial Management	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060
Fire Chief	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060
Housing Manager	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060
Police Chief	\$9,673	\$10,157	\$10,665	\$11,198	\$11,758



RESOLUTION No. 2019-29

SALARY SCHEDULES

Effective July 1, 2019

And July 1, 2020

City of Winters
Effective July 1, 2019

<u>BENEFIT UNIT & POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
MM	Accountant	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MI	Administrative Assistant (v)	\$3,938	\$4,135	\$4,341	\$4,558	\$4,786	\$47,252	\$57,435
MM	Administrative Coordinator - Police Dept.	\$6,926	\$7,272	\$7,636	\$8,018	\$8,419	\$83,114	\$101,025
MM	Assistant Planner (v)	\$5,956	\$6,254	\$6,566	\$6,895	\$7,239	\$71,469	\$86,871
M	Buiding Official	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437
F	Captain - Fire	\$6,721	\$7,058	\$7,410	\$7,781	\$8,170	\$80,657	\$98,040
E	City Council					\$180	\$2,160	\$2,160
E	Mayor					\$180	\$2,160	\$2,160
CON	City Manager					\$12,824	\$153,884	\$153,884
P	Community Services Officer I	\$3,112	\$3,267	\$3,431	\$3,602	\$3,782	\$37,342	\$45,389
P	Community Services Officer II	\$3,812	\$4,003	\$4,203	\$4,413	\$4,634	\$45,744	\$55,608
P	Corporal	\$5,335	\$5,602	\$5,882	\$6,176	\$6,485	\$64,018	\$77,814
DH	Director of Administrative Services (v)	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
DH	Director of Community Development (v)	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
DH	Director of Financial Management	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
M	Environmental Services Manager	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437
MI	Executive Asst. to City Manager (v)	\$3,840	\$4,032	\$4,234	\$4,445	\$4,668	\$46,081	\$56,012
F	Engineer - Fire (v)	\$5,954	\$6,251	\$6,564	\$6,892	\$7,237	\$71,444	\$86,840
MM	Facilities Manager- Field	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
MM	Facilities Manager- Sewer	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
MM	Facilities Manager-Water	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
DH	Fire Chief	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
F	Firefighter	\$5,710	\$5,995	\$6,295	\$6,610	\$6,940	\$68,517	\$83,283
MM	Grant Writer (v)	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
DH	Housing Manager	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
C	Human Resource Manager	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437

City of Winters
Effective July 1, 2019

BENEFIT UNIT & POSITION

		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		A	B	C	D	E		
P	Lieutenant (v)	\$6,761	\$7,099	\$7,454	\$7,827	\$8,218	\$81,131	\$98,616
MI	Maintenance Worker - I	\$2,720	\$2,856	\$2,999	\$3,149	\$3,306	\$32,642	\$39,677
MI	Maintenance Worker - II	\$3,597	\$3,777	\$3,966	\$4,164	\$4,372	\$43,167	\$52,469
MI	Maintenance Worker - III - Senior	\$4,371	\$4,590	\$4,819	\$5,060	\$5,313	\$52,457	\$63,761
MI	Maintenance Worker - IV - Field Sup	\$5,317	\$5,583	\$5,862	\$6,155	\$6,463	\$63,808	\$77,559
MM	Management Analyst - Administration (v)	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MM	Management Analyst - Community Dev	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MM	Management Analyst - Building	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MI	Permit Technician (v)	\$3,592	\$3,772	\$3,960	\$4,158	\$4,366	\$43,103	\$52,392
DH	Police Chief	\$9,437	\$9,909	\$10,405	\$10,925	\$11,471	\$113,249	\$137,655
P	Police Officer	\$5,133	\$5,389	\$5,659	\$5,942	\$6,239	\$61,594	\$74,868
M	Public Works Superintendent	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437
C	Records and Information Manager	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
MI	Records Clerk I	\$2,798	\$2,937	\$3,084	\$3,239	\$3,400	\$33,571	\$40,806
MI	Records Clerk II	\$3,074	\$3,228	\$3,390	\$3,559	\$3,737	\$36,893	\$44,843
MI	Recreation Coordinator (v)	\$2,801	\$2,941	\$3,088	\$3,242	\$3,404	\$33,609	\$40,852
S	Sergeant	\$6,002	\$6,303	\$6,618	\$6,949	\$7,296	\$72,029	\$87,552

City of Winters
Effective July 1, 2019

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Hourly Rate/Range

PT	Accountant	27.54-33.48
PT	Accounting Technician	21.81-26.51
PT	Administrative Assistant	22.72-27.61
PT	Administrative Coordinator - Police Dept.	39.96-48.57
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	Assistant Planner	34.36-41.77
PT	Building Inspector	31.50-42.00
PT	Captain - Fire	27.70-33.67
PT	Cashier	12.08-13.65
PT	Community Center Attendant	12.08-16.80
PT	Community Service Officer Records	17.95-26.73
PT	Executive Asst. to City Manager	22.15-26.93
PT	Engineer - Fire	24.54-29.82
PT	Facilities Manager	36.74-44.66
PT	Firefighter	23.53-28.60
PT	Grant Writer	27.54-33.48
PT	Human Resource Manager	39.73-48.29
PT	Intern	12.08-36.75
PT	Lieutenant	39.00-47.41

City of Winters
Effective July 1, 2019

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Hourly Rate/Range

PT	Lifeguard I	12.25
PT	Lifeguard II	13.25
PT	Lifeguard III	14.25
PT	Lifeguard IV	15.25
PT	Maintenance Worker I	15.69-19.08
PT	Maintenance Worker II	20.75-25.23
PT	Maintenance Worker III	25.22-30.65
PT	Maintenance Worker IV	30.68-37.29
PT	Management Analyst	27.54-33.48
PT	Permit Technician	20.72-25.19
PT	Police Corporal	30.77-37.41
PT	Police Officer	29.61-35.99
PT	Pool Manager	18.75
PT	Project Management	12.00-35.00
PT	Records and Information Manager	36.74-44.66
PT	Records Clerk I	16.14-19.62
PT	Records Clerk II	17.74-21.56
PT	Recreation Leader I	12.25
PT	Recreation Leader II	13.25
PT	Recreation Leader III	14.25
PT	Recreation Leader IV	15.25
PT	Recreation Coordinator	16.16-19.64
PT	Seasonal Firefighter	18
PT	Sergeant	34.62-42.09
PT	Supervising Lifeguard	16.25
PT	Swim Team Coach	12.00-20.00

City of Winters Effective July 1, 2019

Key to Benefit Codes

C = Confidential

CON = Contract

DH = Department Head

F = Fire

E = Elected

M = Manager

MM = Mid Manager

MI = Miscellaneous

P = Police

PT = Part Time

S = Sergeants

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%
Employee pays Employees Share of Safety Member Contribution of 9%
Modified July 1, 2019

PEPRA Employees pay Employee Share of PERS Miscellaneous Contribution of 6.25%
PEPRA Employees pay Employees Share of Safety Member Contribution of 12%

**City of Winters
Effective July 1, 2020**

<u>BENEFIT-UNIT & POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
MM	Accountant	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MI	Administrative Assistant (v)	\$4,036	\$4,238	\$4,450	\$4,672	\$4,906	\$48,433	\$58,871
MM	Administrative Coordinator - Police Dept.	\$7,099	\$7,454	\$7,827	\$8,218	\$8,629	\$85,191	\$103,551
MM	Assistant Planner (v)	\$6,105	\$6,410	\$6,730	\$7,067	\$7,420	\$73,256	\$89,043
M	Buiding Official	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948
F	Captain - Fire	\$6,889	\$7,234	\$7,596	\$7,975	\$8,374	\$82,674	\$100,491
E	City Council					\$180	\$2,160	\$2,160
E	Mayor					\$180	\$2,160	\$2,160
CON	City Manager					\$13,144	\$157,731	\$157,731
P	Community Services Officer I	\$3,112	\$3,267	\$3,431	\$3,602	\$3,782	\$37,342	\$45,389
P	Community Services Officer II	\$3,812	\$4,003	\$4,203	\$4,413	\$4,634	\$45,744	\$55,608
P	Corporal	\$5,335	\$5,602	\$5,882	\$6,176	\$6,485	\$64,018	\$77,814
DH	Director of Administrative Services (v)	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
DH	Director of Community Development (v)	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
DH	Director of Financial Management	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
M	Environmental Services Manager	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948
MI	Executive Asst. to City Manager (v)	\$3,936	\$4,133	\$4,340	\$4,556	\$4,784	\$47,233	\$57,412
F	Engineer - Fire (v)	\$6,102	\$6,408	\$6,728	\$7,064	\$7,418	\$73,230	\$89,011
MM	Facilities Manager- Field	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
MM	Facilities Manager- Sewer	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
MM	Facilities Manager-Water	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
DH	Fire Chief	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
F	Firefighter	\$5,852	\$6,145	\$6,452	\$6,775	\$7,114	\$70,230	\$85,365
MM	Grant Writer (v)	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
DH	Housing Manager	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
C	Human Resource Manager	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948

City of Winters
Effective July 1, 2020

BENEFIT UNIT & POSITION

MONTHLY SALARY STES

ANNUAL SALARY

		A	B	C	D	E		
P	Lieutenant (v)	\$6,761	\$7,099	\$7,454	\$7,827	\$8,218	\$81,131	\$98,616
MI	Maintenance Worker - I	\$2,788	\$2,928	\$3,074	\$3,228	\$3,389	\$33,458	\$40,669
MI	Maintenance Worker - II	\$3,687	\$3,872	\$4,065	\$4,268	\$4,482	\$44,246	\$53,781
MI	Maintenance Worker - III - Senior	\$4,481	\$4,705	\$4,940	\$5,187	\$5,446	\$53,768	\$65,355
MI	Maintenance Worker - IV - Field Sup	\$5,450	\$5,723	\$6,009	\$6,309	\$6,625	\$65,403	\$79,498
MM	Management Analyst - Administration (v)	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MM	Management Analyst - Community Dev	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MM	Management Analyst - Building	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MI	Permit Technician (v)	\$3,682	\$3,866	\$4,059	\$4,262	\$4,475	\$44,181	\$53,702
DH	Police Chief	\$9,673	\$10,157	\$10,665	\$11,198	\$11,758	\$116,080	\$141,096
P	Police Officer	\$5,133	\$5,389	\$5,659	\$5,942	\$6,239	\$61,594	\$74,868
M	Public Works Superintendent	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948
C	Records and Information Manager	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
MI	Records Clerk I	\$2,868	\$3,011	\$3,161	\$3,320	\$3,486	\$34,410	\$41,826
MI	Records Clerk II	\$3,151	\$3,309	\$3,474	\$3,648	\$3,830	\$37,815	\$45,964
MI	Recreation Coordinator (v)	\$2,871	\$3,014	\$3,165	\$3,323	\$3,489	\$34,450	\$41,874
S	Sergeant	\$6,002	\$6,303	\$6,618	\$6,949	\$7,296	\$72,029	\$87,552

**City of Winters
Effective July 1, 2020**

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Hourly Rate/Range

PT	Accountant	28.23-34.31
PT	Accounting Technician	22.36-27.17
PT	Administrative Assistant	23.29-28.30
PT	Administrative Coordinator - Police Dept.	40.96-49.78
PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	13.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Assistant Planner	35.22-42.80
PT	Building Inspector	32.28-43.05
PT	Captain - Fire	28.39-34.51
PT	Cashier	13.00-14.00
PT	Community Center Attendant	13.00-17.00
PT	Community Service Officer Records	17.95-26.73
PT	Executive Asst. to City Manager	22.71-27.60
PT	Engineer - Fire	25.15-30.56
PT	Facilities Manager	37.66-45.77
PT	Firefighter	24.11-29.31
PT	Grant Writer	28.23-34.31
PT	Human Resource Manager	40.72-49.49
PT	Intern	13.00-37.66
PT	Lieutenant	39.00-47.41

City of Winters
Effective July 1, 2020

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Hourly Rate/Range

PT	Lifeguard I	13.25
PT	Lifeguard II	13.75
PT	Lifeguard III	14.75
PT	Lifeguard IV	15.75
PT	Maintenance Worker I	16.09-19.55
PT	Maintenance Worker II	21.27-25.85
PT	Maintenance Worker III	25.85-31.42
PT	Maintenance Worker IV	31.44-38.22
PT	Management Analyst	28.23-34.31
PT	Permit Technician	21.24-25.81
PT	Police Corporal	30.77-37.41
PT	Police Officer	29.61-35.99
PT	Pool Manager	18.75
PT	Project Management	13.00-35.00
PT	Records and Information Manager	37.66-45.77
PT	Records Clerk I	16.54-21.10
PT	Records Clerk II	18.18-22.09
PT	Recreation Leader I	13.25
PT	Recreation Leader II	13.75
PT	Recreation Leader III	14.75
PT	Recreation Leader IV	15.75
PT	Recreation Coordinator	16.56-21.13
PT	Seasonal Firefighter	18
PT	Sergeant	34.62-42.09
PT	Supervising Lifeguard	16.75
PT	Swim Team Coach	13.00-20.00

**City of Winters
Effective July 1, 2020**

Key to Benefit Codes

C = Confidential

CON = Contract

DH = Department Head

F = Fire

E = Elected

M = Manager

MM = Mid Manager

MI = Miscellaneous

P = Police

PT = Part Time

S = Sergeants

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%

Employee pays Employees Share of Safety Member Contribution of 9%

Modified July 1, 2019

PEPRA Employees pay Employee Share of PERS Miscellaneous Contribution of 6.25%

PEPRA Employees pay Employees Share of Safety Member Contribution of 12%



CITY COUNCIL
STAFF REPORT

DATE: July 2, 2019
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: General Plan Element Review- Public Facilities and Services

RECOMMENDATION:

That the City Council receive a brief presentation on the Public Facilities and Services Element of the City's General Plan.

BACKGROUND:

This is the fifth in a 9 part series of presentations on the City's General Plan.

Discussion:

The City of [Winters General Plan](#) was adopted in 1992 and contains the following elements which conform to State mandated elements:

- **Land Use** Element which depicts the proposed land uses, standards and policy goals for all areas within both the City limits and overall sphere of influence.
- Housing Element which outlines the overall goals for housing and affordable housing.
- **Health and Safety** Element which includes the mandated "**Safety**" and "**Noise**" elements from State guidelines.
- **Transportation/Circulation** Element which provides the overall goals and policies for roadways and traffic within the City.
- **Natural Resources** Element which includes the mandated provisions for "**Conservation**" and "**Open Space**".

The Winters General Plan also includes the following “non-required” elements:

- **Community Design** Element which focuses on the physical form of development and the concepts of promoting architecture, pedestrian orientation, community character and quality streetscapes;
- **Public Facilities and Services** Element which outlines goals for water, wastewater, storm drainage, solid waste, public safety, library and schools;
- **Recreation and Cultural Resources** Element which establishes goals for parks, the preservation of the historic downtown and the importance of quality recreational opportunities for residents and visitors.

Additionally, the City has an **Administration** Element which enables the overall administration of the City’s General Plan.

Vision:

The General Plan is meant to create a “vision” for the build out of the City. The document is best described as an evolutionary document which provides for expansion of certain documents to refine and further implement larger visionary concept. The Community Design Element is included as an avenue for the community to incrementally allow for community input and definition of those larger concepts.

Public Services and Facilities:

An optional element which serves as an implementing arm for multiple elements of the City’s General Plan, especially the Land Use, Health & Safety, Circulation Elements, the Public Facilities and Services Element includes a series of “master plan” documents meant to facilitate the overall capacity of City infrastructure to support the overall goals of the General Plan.

The goals of this element include as follows:

- Adequate level of services in the Winters’ public facilities and services to meet the needs of existing and future development.
- City’s water system.
- City’s sewage collection and disposal system.
- Storm drainage system.
- Fire protection service.
- Public schools which serve as a neighborhood focus and to maintain a quality learning environment for Winters residents as the city’s population increases.
- Library services.
- Efficiency, convenience, and harmonious relationships in the citing of public facilities.

In advancement of these goals, the City has the following master plans adopted and are maintained through regular updating.

- [Water Master Plan](#)- This is the overall design of the water system, establishing the ultimate development requirements and timing for system improvements. It established projects for both production and distribution of water.
- [Sewer Master Plan](#) This is the overall design of the wastewater collections system. It facilitates projects for collection, processing and pumping of wastewater.
- [Wastewater Treatment Facilities Master Plan](#)- The City's wastewater is processed through a wastewater treatment facility under the jurisdiction of State licencing and permitting. The WWTF established future design criteria to address expansion and future treatment requirements.
- [Sewer System Management Plan](#)- This is an operational document required under the City's permit with the Regional Water Control Board. It addresses a variety of issues include spill prevention and pollution control.
- [Waste Diversion Plans](#)- These plans address solid waste and recycling.
- [Storm Water Management Program](#)- This is an operational document for street runoff. It provides for an overall look at the system, maintenance and pollution.
- [Moody Slough/Putah Creek Flood Plans](#)- Both of these plans are related to the flood overlay area.

The City has also implemented the following:

- Established the **Winters Public Safety Facility** which houses both Fire and Police Services, along with the City's **Emergency Operations Center**.
- Adopted and maintain a [Source Reduction and Non-Disposal Facilities Plans](#) to meet State guidelines regarding waste diversion and recycling.
- The City's Fiscal Year Budgets include Capital Improvement Programs for each of the City's water and wastewater utilities, storm drainage, streets and parks.
- The City maintains a **Major Projects Financing Program (MPFP)** which includes projects and financing programs which are facilitated through impact fees which are charged for all new development within the City.
- The [Winters Community Library](#) is an important element of the City and the City has worked to achieve a thriving library program through a joint services agreement with the Winters JUSD and Yolo County.

FISCAL IMPACT: None by this action.