

**MEMORANDUM OF  
UNDERSTANDING**

**GALT PUBLIC SERVICE UNIT**

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**CITY OF GALT**

**July 1, 2014 through December 31, 2017**

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# MEMORANDUM OF UNDERSTANDING

## PREAMBLE

This Memorandum of Understanding is entered into by the CITY OF GALT (hereafter as the "City"), and the GALT PUBLIC SERVICE UNIT (hereafter as the "Association").

The term "Memorandum of Understanding or MOU" as used herein means the written agreement provided under Section 3505.1 of the Government Code. If there is contradictory language between the City of Galt Personnel Policy Manual and this MOU, the language of the MOU takes precedence, otherwise the Galt Personnel Policy Manual as amended shall govern.

## MUNICIPAL PEACE

### 1.1 No Strikes, Etc.

It is mutually understood that there shall be no strike, sympathy strike, sit-down, slowdown, work stoppage or limitation upon efficiency during the term of this MOU.

### 1.2 Discipline for Violation

The City reserves the right to discipline or discharge any employee who violates the provisions of this Article.

## RECOGNITION

### 2.1 Exclusive Representative

The City recognizes the Association as the sole and exclusive bargaining agent for the Public Services Unit.

### 2.2 Unit Description

The Public Services Unit includes all Regular and Probationary employees working in Authorized Positions in the Classifications listed in Exhibit A of this MOU.

## UNION SECURITY

### 3.1 Maintenance of Membership

- a. Each employee who, on the effective date of this MOU, is a member of the Association, and each employee who becomes a member after that date, shall, as a condition of employment, maintain membership in the Association.
- b. This Article will be applied to comply with Section 3502 of the Government Code.

### **3.2 Dues or Service Charge Check-off**

- 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. The City agrees to deduct and transmit to the Association all authorized deductions from all Association members within the foregoing unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the City and the Association.
- b. The written authorization for Association dues deductions shall remain in full force and effect during the life of this MOU between the City and the Association unless canceled in writing during the forty-five (45) days prior to the expiration of this MOU.
- c. 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.

### **3.3 Agency Shop**

Pursuant to Government Code Section 3502.5, City recognizes the Association as the exclusion bargaining agent for the employees covered by this MOU. An "Agency Shop: as defined in said statute is hereby established. Except as provided in Section 3.4, all employees covered by the MOU, as a condition of continued employment, are required either:

- a. To become a member of the Association; or
- b. To pay to the Association, for the duration of this MOU, a "fair share fee", covering the employee's proportionate share of the costs of collective bargaining and administration of this Agreement; provided, however, that non-Association members shall not be required to pay, the City shall not collect, and the Association shall not demand, payment of the "fair share fee" unless and until the Association complies with the following requirements:
  - i. Calculates the "fair share fee": for non-members based upon the cost of collective bargaining, contract administration, and representation of employees; and
  - ii. Prepares and provides to all non-members an information sheet setting forth the calculation of the "fair share fee" and the basis of that calculation, verified by an independent auditor.
- c. The condition of employment specified above shall not apply during periods of separation from the representation unit by any such employee, but shall reapply to such employee commencing with the third full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than two (2) full pay periods. The condition of employment specified above shall not apply to newly hired employees until the beginning of their third full pay period of employment.

### **3.4 Exemption**

An employee who is a member of a bona fide religious body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be

required to join or financially support the Association as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the fair share fee to the American Society for the Prevention of Cruelty to Animals (ASPCA), Make a Wish Foundation or St. Jude Children's Research Hospital. Should the employee not make a selection from the three, the employee shall make the contribution to St. Jude Children's Hospital. Proof of the payments shall be made on a monthly basis to the City and the Association as a condition of continued exemption from the requirement of financial support to the Association.

### **3.5 Indemnification**

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, including but not limited to, the Agency Shop provisions.

### **3.6 Record Keeping**

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and to Association members, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

## **ASSOCIATION RIGHTS**

### **4.1 Association Representation**

- a. The City recognizes and agrees to deal with the representatives designated by the Association, Association Officers and/or Representatives of the Association in all matters relating to grievances and the interpretation of this MOU.
- b. A list of Association Officers and Association Employee Representatives, with the specific area they represent, shall be furnished to the City promptly in writing following any change of Association Officers or Employee Representatives.
- c. The number of Association Employee Representatives shall not exceed four (4), with no more than one from any one department. Any change in the number of Association Employee Representatives shall be made by written consent of both parties.
- d. Upon the request of the aggrieved employee, an Association Officer or Representative may investigate a grievance and assist in its presentation. He or she shall be allowed reasonable time to do this without loss of time or pay, subject to prior notification and approval of his or her immediate supervisor.
- e. Upon request to the City Manager, a designated representative of the Association who will be representing the employee in the grievance procedure may visit work areas at a time mutually

agreeable to both parties for the purpose of preparing the case for discussion. Such visitation rights shall be limited to a reasonable amount of time.

- f. During such visits the designated representative may inspect areas which are deemed not confidential in terms of processing information and/or function relevant to the grievance with an Association Officer or Employee Representative.

#### **4.2 Bulletin Boards**

- a. The City shall provide the Association with space on bulletin boards in areas where the Association has employees it represents for the purpose of posting Association notices. Although not limited to the following, notices may include:
  - 1. Recreational and social events of the Association;
  - 2. Association meetings;
  - 3. Association elections, appointments;
  - 4. Results of Association elections;
  - 5. Association bulletins and information;
- b. In the event a dispute arises concerning the appropriateness and the amount of material posted, the President of the Association will be advised by the supervisor or City Manager of the nature of the dispute and the notices will be removed from the bulletin boards until the dispute is resolved. The issue of appropriateness of the disputed material to be posted may be submitted to the City Manager who will meet with the President of the Association and provide a written decision which shall be final and binding.

#### **4.3 Association Business**

- a. An employee who is elected or selected by the Association, upon written request of the Association and approval of their Department Head, may be granted an excused absence without pay for a period of time sufficient to attend conferences, conventions or special training schools. The employee will have the option to use accrued vacation leave or compensatory time off (CTO) when attending such approved events.
- b. Requested leaves of absence under the above paragraph (a.) shall be submitted by the employee to their Department Head on an Absence Request/Reporting Form. The employee may only take the time off, whether paid or unpaid, after receiving the approved form signed by the employee's Department Head. The City shall respond to leave requests within five (5) working days.
- c. All Association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

## **MANAGEMENT RIGHTS**

### **5.1 Reserved Rights**

It is understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City which include, but are not limited to the exclusive rights:

- to determine the mission of its constituent departments, commissions and boards;
- to set standards of service; to determine the procedures and standards of selection for employment;
- to direct its employees including the setting of performance standards, dress and grooming standards, work schedules, except as may be set forth in this MOU;
- to maintain the efficiency of governmental operations;
- to determine the methods, means and personnel by which government operations are to be conducted;
- to take all necessary actions to carry out its mission in emergencies; and
- to exercise control, discretion and the technology of performing its work inclusive of, but not limited to technology changes and supplies and equipment which address safety issues.

City rights also include the right to determine the procedures and standards of selection for promotion; to transfer personnel; to relieve employees from duty because of lack of work or other legitimate reasons; to take disciplinary action; and to determine the control of job classifications.

It is not the intent of this provision to limit Association bargaining rights as embodied in applicable law; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours and other terms and conditions of employment.

### **5.2 Consultation Permitted**

This MOU is not intended to restrict consultation with the Association regarding matters within the right of the City to determine wages, hours and working conditions.

## **GENERAL PROVISIONS**

### **6.1 Non-Discrimination**

- a. The City will not interfere with or discriminate in any way against any employee by reason of his or her membership in, or activity required by this MOU; nor will the City discourage membership in the Association or encourage membership in any other union.
- b. The Association, in turn, recognizes its responsibility as the bargaining agent and agrees to represent all employees without discrimination, interference, restraint or coercion. The Association will not interfere with or discriminate in any way against any employee by reason of his or her non-membership in the Association, nor will the Association or Association members

coerce a non-Association member to join the Association. The terms of this MOU shall be applied equally to all employees, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the MOU.

## **6.2 Non-Interference and No-Lockout Guarantee**

- a. The Association and its officials will not, directly or indirectly, take part in any action against or any interference with the operations of the City during the term of this MOU.
- b. The City shall not conduct a lockout of its employees during the term of this MOU.
- c. If the City Manager believes there is a sick-out or other abuse of sick leave, he or she may require a doctor's certificate for any sick leave.

## **6.3 Saving Clause**

If any parts of this MOU are found to be illegal, such illegality shall not in any way invalidate any other parts of this MOU.

## **6.4 Special Conferences**

At the request of either the Association or the City, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the grievance procedure, provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the Association President, or his or her designated representative, and a designated representative of the City Manager.

Representatives of the Association, not to exceed three (3), shall not suffer loss of time or pay when absent from their normal schedule of work for the purpose of attending a conference. Conferences may be attended by representatives of Association. Benefit plan review and proper classification assignment will be appropriate subjects for conferences. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the MOU, or the rights of either the City or the Association under the terms of the MOU.

## **6.5 Personnel Files**

No employee shall have an adverse comment placed in his or her personnel file without being given an opportunity to review the material. The review shall be completed within two (2) work days and the employee shall then sign the material acknowledging that he or she has reviewed it. The employee's signature does not indicate agreement with the material. If the employee does not sign within the two (2) work day period, his or her refusal to sign shall be noted and the material may be filed. Employees shall have the right to submit written comments regarding any document contained in their personnel files. Employee comments shall constitute and remain a part of the personnel record.

## **6.6 Employment of Relatives**

Refer to the City's "Employment of Relatives" policy for additional information.

## **6.7 Education and Training**

- a. The City shall reimburse the cost of tuition and books for up to two (2) courses per semester for each individual. For course work taken at an accredited college or university, the City will reimburse at the tuition rate in effect at the California State University system under the following conditions:
  1. Course work must be job related.
  2. Course work must be taken on employee's time.
  3. The employee shall receive a passing grade of "C" or better by semester/quarter end in order to be reimbursed.

The department head has the authority and/or discretion to define "job related" and to approve or disapprove requests under this section. The procedures and limitations of the City policy on tuition reimbursement shall apply to the bargaining unit personnel.

- b. The City encourages professional development on the part of its staff. The City will support staff development by funding and allowing time off from work with pay for employees to attend workshops, training courses, seminars, and conferences directly related to the employee's work assignment for the City, provided that the needs of City service can be met, and provided that such training has been approved and the cost of training has been appropriated as part of the City's adopted budget. The City has sole discretion as to the level of funding.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

### **7.1 Grievance Defined**

A grievance may be brought and advanced by the Association, concerning a dispute regarding, the interpretation, application, enforcement, or intent of the MOU, or other rules and regulations governing conditions of employment.

Guidelines: An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations or to change prevailing ordinances or resolutions.

### **7.2 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, however with the written consent of all parties, the time limitation for any step may be extended. Special consideration should be given when illness or absence from duty suggests a need for an extension.

### **7.3 Representation**

An employee or the Association Representative, or both, may present a grievance while on duty.

### **7.4 Copy of Decision**

At each step of the grievance procedure, a copy of the decision shall be sent to the Association's retained representative at the same time as the decision is sent to the grievant.

### **7.5 Response**

If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

### **7.6 Procedure**

Grievances will be processed in the following manner and within the stated time limits:

- a. Step 1. The aggrieved employee shall orally present his or her grievance to his or her immediate supervisor within ten (10) working days following the occurrence of the events on which the grievance is based. Both parties shall make every reasonable effort to resolve the issue. Failing to do so, the grievance shall be reduced to writing and presented under the provisions of Step 2.
- b. Step 2. If such grievance is not settled at Step 1, it shall be presented in writing, along with all supporting documents pertinent to the grievance, to the employee's department head within ten (10) working days after the Step 1 grievance answer is given. The department head shall reply in writing to the grievance within ten (10) working days of the date of presentation of the written grievance at this step.
- c. Step 3. If such grievance is not settled at Step 2, it shall be presented in writing to the City Manager or his or her designee within ten (10) working days after the Step 2 grievance answer is given. The City Manager or designee shall reply in writing to the grievance within ten (10) working days of the date of presentation of the written grievance.
- d. Step 4. If the City representative fails to respond in writing, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the City representative within thirty (30) working days of the receipt of his or her decision. Proceeding to arbitration requires the approval of the Association, which shall be given or withheld within the time limit specified.

### **7.7 Selection of Arbitrator**

- a. An impartial arbitrator shall be selected jointly by the parties within ten (10) working days of receipt of the written demand.

- b. In the event the parties are unable to agree within the time stated, a list of seven (7) arbitrators shall be requested from the State Mediation and Conciliation Service. The parties shall alternately strike names and the remaining name shall be the arbitrator. The party to strike first shall be determined by lot.

## **7.8 Decision**

- a. The decision of the arbitrator shall be final and binding.
- b. The arbitrator shall have no authority to add to, delete or alter any provisions of this MOU, but shall limit his or her decision to the interpretation, application, enforcement or the intent of the terms or provisions of this MOU.

## **7.9 Costs**

The fees and expenses of the arbitrator shall be shared equally by the parties.

## **7.10 Witnesses**

- a. The City agrees that employees shall not suffer loss of compensation for time spent as witnesses at an arbitration hearing held pursuant to this MOU.
- b. The number of employees required to be witnesses at an arbitration hearing shall be limited to one at a time off of work with prior notification of the employee's supervisor when two or more such employee witnesses are from the same department and are both on duty at the same time. Adequate time shall be allowed for one employee to return to his or her duty assignment before another employee shall be released to attend the hearing.

# **DISCIPLINE AND DISCHARGE**

## **8.1 Discipline**

- a. Disciplinary action or measures shall include only the following:
  - 1 Written reprimand;
  - 2 Suspension (notice to be given in writing);
  - 3 Involuntary demotion (in the event a demotion occurs, said employee will not cause a bump or an employee to be laid off);
  - 4 Discharge.
- b. Disciplinary action may be imposed upon an employee only for failing to fulfill his or her responsibilities as an employee or for conduct demeaning to his or her office or job. Any disciplinary action or measure imposed upon an employee, with the exception of written reprimands or suspensions of two days or less, may be appealed. (NOTE: The exception regarding suspensions of two days or less will only be applicable if accepted in writing by all other City of Galt bargaining units). If the City deems it necessary to take disciplinary action

other than oral or formal written reprimand, the affected employee shall have the right to a pre-disciplinary hearing. The employee shall have five (5) working days from the date of receipt of the notice of intent to take action in which to request a pre-disciplinary hearing and all materials upon which the proposed action is based. The date the employee is deemed to have received the notice of intent to take action is the date of any of the following events: (1) date of delivery of the notice in person, (2) if mailed by certified mail, return receipt requested, the date the return receipt is signed, or (3) if mailed by certified mail, return receipt requested, five days from the second attempt to deliver the notice. The hearing shall be held within a reasonable time with the reviewing officer who is taking the action and has the authority to amend the action. The reviewing officer shall issue a decision in writing within fifteen (15) days of the hearing. The reviewing officer shall sustain, reduce or withdraw the proposed disciplinary action.

If the employee wishes to appeal the decision of the reviewing officer, she or he may file an appeal pursuant to advisory arbitration. Such referral shall be made by written demand submitted to the City Representative within thirty (30) working days of the receipt of his or her decision. Proceeding to arbitration requires the approval of the Association, which shall be given or withheld within the time limit specified.

c. Selection of Arbitrator

An impartial arbitrator shall be selected jointly by the parties within ten (10) working days of receipt of the written demand.

In the event the parties are unable to agree within the time stated, a list of seven (7) arbitrators shall be requested from the State Mediation and Conciliation Service. The parties shall alternately strike names and the remaining name shall be the arbitrator. The party to strike first shall be determined by lot.

d. Decision

The decision of the arbitrator shall be submitted to the City Council. The City Council may accept the decision in total, may modify the decision, or may reverse the decision. The determination by the City Council shall be final and binding.

The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, but shall limit his or her decision to the interpretation, application, enforcement, or the intent of the terms or provisions of this MOU.

e. Costs

The fees and expenses of the arbitrator shall be shared equally by the parties.

f. Witnesses

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this MOU.

The number of employees required to be witnesses at an arbitration hearing shall be limited to one at a time off work with prior notification of the employee's supervisor when two or more such employee witnesses are from the same department and are both on duty at the same time. Adequate time shall be allowed for one employee to return to his or her duty assignment before another employee shall be released to attend the hearing.

- g. The City agrees not to take any disciplinary action against any employee based solely upon a complaint from a citizen or other member of the public unless and until such complaint is reduced to writing and signed by the complainant. Such written complaint shall specifically allege what acts by the employee are complained of. The City will investigate the complaint to the extent it deems necessary to determine if disciplinary action is necessary.
- h. If a citizen or other member of the public files a written complaint with the City complaining of the actions of any employee, the City shall afford an opportunity for the employee to respond to the matter complained of in such complaint. The City, after hearing the employee's response, may conduct an investigation of the complaint. If the City determines it is necessary to take an adverse action against the employee, the complaint, the employee's reply, and any City action based on the complaint shall become a part of the employee's personnel file.

## **8.2 Discharge and Suspension**

- a. The City shall not discharge or suspend any permanent employee without just cause. If the City determines it is necessary to suspend an employee prior to his or her pre-disciplinary hearing, such suspension shall be with pay pending the employee's decision regarding appeal.
- b. The Association shall have the right to appeal the suspension and/or discharge in accordance with the procedure outlined in Section 9.1.b of this MOU.
- c. Any employee found to be unjustly suspended or discharged may be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

## **PROMOTION, VACANCIES AND NEW JOB OPENINGS**

### **9.1 Application**

This Article shall apply to the filling of Association vacancies for full-time positions.

### **9.2 Determination of Qualifications**

#### **a. Posting**

The City agrees to post all vacancies for a minimum of ten (10) work days. This is not intended to eliminate the City's ability to post or advertise externally. The City shall provide to the Association President or designee the posting for job vacancies, which the Association President shall distribute and/or post on Association bulletin boards.

b. Scoring

Once scores or ratings are totaled, internal applicants with five (5) or more years of service, or at step "5", shall have five percent (5%) of their score added to the achieved score in order to establish a final score.

All applicants shall be ranked in numerical order by their score or rating. The applicant with the highest score shall be ranked as number one (1) on the list; the applicant with the second highest score shall be ranked number two (2) on the list, and so on. In case of a tie, all applicants with the identical score shall be placed in the same rank.

c. Announcing Results

All scores and ranks shall be posted in the Personnel Office and the appropriate departments that would use the eligible list, with confidentiality maintained by using social security numbers.

Eligible lists shall remain in effect for twelve (12) months or unless deemed exhausted by the City Manager or designee.

d. Selection

The City has the right to make the selection from the candidates with the three highest scores. In cases where a tie exists in the scoring of the candidates in the third rank, all candidates having that same score will be eligible. (In practice, this means that if three candidates score 98 and are ranked number one (1), candidates in the second rank and below are not eligible for consideration unless a candidate is offered and refuses the job.)

When a candidate refuses a job, the City has the right to consider other candidates previously considered for the vacancy within the three (3) highest score rule, or the City may choose to consider the candidate (s) with the next highest score, to maintain the three (3) highest score rule.

e. Follow Up Discussion

Eligible lists shall remain in effect for twelve (12) months or unless deemed exhausted by the City Manager or designee.

Internal candidates who are not selected for the position(s) have the right to meet with the Human Resources Administrator to discuss why he/she was not selected, the areas missed in the examination process, and areas in which improvement is needed.

If an employee believes the testing process was compromised, he/she should identify explicitly in writing why he/she holds such a belief and present this as a request for review by the City Manager or designee.

### **9.3 Job Applications**

Employees will have the right to apply for all job openings for which they are qualified during the posting period.

## **9.4 Training Opportunities**

Training opportunities shall not be unreasonably denied to any potential employee applicant who is pre-determined to be qualified.

## **SENIORITY**

### **10.1 Seniority Defined**

Except as provided in section 12.3 c and 12.3 d, seniority is defined as the length of continuous full-time paid employment as a regular employee, including probationary periods, with the City and/or authorized absences (except leave without pay) as provided for in the MOU with the City.

### **10.2 Probationary Employees**

- a. All appointments shall be probationary and subject to a minimum probationary period. All employees shall be subject to an initial probationary period of twelve (12) months. Once an employee has held regular status, all future probationary periods shall be six (6) months. Calculation of the minimum probationary period shall exclude any time, in excess of two (2) consecutive weeks, during which the employee is on leave. At any time during the probationary period, the City may remove or demote an employee whose performance, in the City's discretion, does not meet the required work standards. When an employee successfully completes his or her probationary period, his or her seniority shall begin from the original date of hire as a full time employee in a council authorized position. Probationary employees hired at Step 1 through 4 will be eligible for a step increase after twelve (12) months of continuous service.
- b. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. The Association shall not however, represent probationary employees with respect to discipline and discharge matters. Any employee serving an initial probationary period may be terminated with or without cause at the discretion of the appointing authority. Probationary periods shall be deemed to be part of the examining process.

### **10.3 Loss of Seniority**

Employees shall lose their seniority for the following reasons:

- a. Discharge;
- b. Resignation;
- c. Failure to return to work after the second notice of recall as set forth in the recall procedure;
- d. Failure to return to work after expiration of a formal leave of absence;
- e. Retirement;
- f. Layoff for continuous period of one (1) year;
- g. During a period of suspension.

## 10.4 Seniority List

- a. The City shall prepare and maintain a seniority list which shall show the names, classification title, and seniority date of all employees. The Association shall be given two (2) copies of the list within thirty (30) calendar days after the date of this MOU, and thereafter a current list each year.
- b. This list shall be deemed correct as to an employee's seniority date unless the employee or the representative for the employee notifies the City to the contrary within ten (10) calendar days after a list is given to the Association.

## SALARIES AND CLASSIFICATIONS

### 11.1 Schedule Placement and Salary Increases

- a. Cost of Living Adjustments
  1. Effective July 1, 2014 all classifications covered by this MOU shall receive a one-time cost of living adjustment of 2% of base salary.
  2. Effective July 1, 2015, all classifications covered by this MOU shall receive a cost of living adjustment between 1.5% and 3% based on the California Consumer Price Index, All Urban Consumers, annual average for 2014.
  3. Effective July 1, 2016, all classifications covered by this MOU shall receive a cost of living adjustment between 1.5% and 3% based on the California Consumer Price Index, All Urban Consumers, annual average for 2015.
  4. Effective July 1, 2017, all employees covered by this MOU shall receive a one-time 4% increase to base salary. This increase is in conjunction with CalPERS Classic Member contribution increasing to 7% as of this date.
- b. An employee shall begin employment at Step one. An employee may be initially appointed to a higher step where warranted in the opinion of the department head. The employee shall serve one (1) year of continuous service in a step before moving to any successive steps, which shall only occur after a satisfactory evaluation. When warranted in the opinion of the department head, an employee may be moved above the next successive step. All movement to Steps 2 through 5 shall occur on the employee's salary anniversary date. Each employee shall have a salary anniversary date of the first day of the month or the sixteenth of the month, whichever pay period is closer to the date of his/her appointment, employment, reinstatement or reemployment. "Anniversary date" for the purpose of seniority is defined in section 11.1 of this MOU.

### 11.2 Employee Retirement

- a. **New Member** - Employees hired by the City of Galt on or after January 1, 2013, who have never been a member of CalPERS, or a CalPERS reciprocal public agency or who have had a six month (or more) break in service from a CalPERS agency or a CalPERS reciprocal public agency prior to hire date, shall be subject to the following provisions:

1. CalPERS Retirement Formula 2% @ 62, three (3) year final compensation.
2. New members pay 50% of normal costs of the plan.

**b. Classic Member** - Employees employed by the City of Galt prior to January 1, 2013 OR employees hired by the City of Galt after January 1, 2013 who previously worked for a CalPERS agency or reciprocal agency without a six (6) month break in service prior to hire date, shall be subject to the following provisions:

1. CalPERS Retirement Formula 2% @ 55, single highest year final compensation.
2. Classic members pay 2% of the CalPERS Employee Share. The City pays the remaining 5% of employee share and the total employer share.
3. Effective July 1, 2017, Classic Members will pay the entire 7% employee share.
4. The City of Galt will continue to pay the entire employer share.

### **11.3 Salary Payments**

Employees will be paid every other Friday equating to twenty-six (26) pay periods per year. Overtime pay shall be calculated based upon the employee's assigned schedule and in accordance with the Fair Labor Standards Act (FLSA) and the terms of this MOU.

### **11.4 New or Changed Classifications**

- a. In the event a new classification represented by the Association is established or an existing classification is changed, the City shall assign it a salary rate on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of the existing classifications.
- b. The City shall provide the Association with a written classification description of the new or changed classification within twenty (20) days of the effective date.
- c. Upon receipt of the job description and assigned salary rate, the Association or designated representative, and not more than one (1) other employee or representative of the Association shall be afforded the opportunity to discuss the new or changed classification, assignment, and assigned salary rate with the City Manager or his or her designated representative. If the Association does not request a meeting or file a grievance on the assigned salary within ten (10) calendar days of the receipt of the City's recommendation, it shall be deemed to be approved by the Association. It is explicit in this section that classification is a management right to the extent it does not infringe on wages, hours and conditions of employment.
- d. It is mutually agreed that establishing proper classifications and proper job descriptions is an item for mutual discussion and consultation.

### **11.5 Work Out of Classification**

Any employee specifically assigned to perform the duties of a higher classification for more than five (5) consecutive scheduled working days and who is both qualified and required to perform at least a substantial portion of the tasks of the higher classification shall be compensated five percent (5%) above

the salary which he/she is currently receiving beginning on the first day of such schedule. Any break in consecutive scheduled working days shall then require the employee to re-qualify for the five percent (5%) adjustment as provided above. An employee shall not be removed from and then reinstated to the higher classification for the sole purpose of avoiding compensation under this section. In the event that an employee is temporarily assigned for more than three consecutive calendar months, the limitation on the pay differential shall be negotiated. The increase shall be rounded to the nearest cent.

### **11.6 Longevity Pay**

Regular full time employees who have been employed by the City for fifteen (15) years, shall be paid five percent (5%) above their regular base pay. Regular full time employees who have been employed by the City for twenty (20) years, shall be paid seven and one-half percent (7.5%) above their regular base pay.

### **11.7 Certification Incentives**

The City desires to encourage professional development and retain personnel achieving competence in areas beyond that which is required for the basic functions of a position.

- a. Development Reimbursement - Within budgetary limitations and upon department head approval, the City will reimburse or pay all reasonable fees and costs charged to an employee in obtaining any license, certification, or re-certification required or determined to be of benefit to the City upon successful completion of all course work and associated testing.
- b. Incentive Pay Qualifications - The City shall make available incentive pay for special certifications, registrations, and/or licensing. Incentive pay qualifications available will be established by the City, which may be amended from time to time. To qualify the certification must be relevant to the employee's classification and the individual must agree to use, as needed, the special certifications, registrations, and/or licensing obtained in the course of his/her daily work. Based on needs of the City, the number of certifications attained may be limited. For example, if the City determines that only two (2) Flagger Instructor Trainers are needed then only two employees will be allowed to receive an incentive for this certificate. Incentive pay shall only be earned for approved certifications/licenses/registrations above what is required for the position as listed in the current job description. Refer to the GPSU Incentive Matrix for more information, attached as Exhibit B.
- c. Incentive qualifications will be based on the rate of two and one-half percent (2.5%) of the employee's current salary for each qualification. An employee may qualify for up to four (4) incentive qualifications available for their particular position. No more than a total of ten percent (10%) may be earned in incentive pay of the employee's current salary.

### **11.8 Bilingual Pay**

- a. A represented employee shall be entitled to receive, in addition to the employee's regular compensation, fifty dollars (\$50.00) per month for bilingual skills if the employee meets the following criteria:

1. Certification from the City, by oral and/or written examination, the employee possesses the needed language skills, and
  2. A recommendation by the applicable Department Head to the Human Resources Department that there is a significant need or benefit, on a regular basis, to having the employee certified in a particular language other than English.
- b. Certifications required and obtained above will not automatically continue if an employee moves to another position.

## **LEAVES**

### **12.1 Immediate Family Defined- Refer to City of Galt Personnel Manual Section 2.14**

### **12.2 Leave Requests**

Requests for a leave of absence shall be submitted to the City Manager and shall state specifically the reasons for the request, the date when it is desired to begin the leave, and the probable date of return.

**12.3 Leave of Absence Without Pay** - The provisions relating to Leave of Absence Without Pay can be found in the City of Galt Personnel Manual, Section 12.05

**12.4 Family Care and Medical Leave** - The provisions relating to Family Care and Medical Leave can be found in the City of Galt Personnel Manual, Section 12.06

**12.5 Pregnancy Disability Leave** - The provisions relating to Pregnancy Disability Leave can be found in the City of Galt Personnel Manual, Section 12.07

**12.6 Temporary Transfers or Promotions During Leaves** - The provisions relating to Temporary Transfers or Promotions During Leaves can be found in the City of Galt Personnel Manual, Section 12.08

**12.7 Sick Leave** - The provisions relating to Sick Leave can be found in the City of Galt Personnel Manual, Section 12.10

### **12.8 Bereavement Leave**

In the event of death within the immediate family, an employee shall be allowed a leave with pay for a period equivalent to three normal work shifts to be used within 60 days. Additional time off to be charged to sick leave, vacation or compensatory time off may be granted upon approval by the Department Head.

**12.9 Military Leave** - The provisions relating to Military Leave can be found in the City of Galt Personnel Manual, Section 12.14

**12.10 Jury Duty** - The provisions relating to Jury Duty can be found in the City of Galt Personnel Manual, Section 12.03

**12.11 Annual Leave and Accumulation**

a. Annual leave accrual rates and maximum accumulations are outlined below:

<b>Years of Service</b>	<b>Hours per Pay Period</b>	<b>Hours Annually</b>	<b>Maximum Accumulation (hours)</b>
Less than four (4) years	3.0769	80	120
After four (4) years	4.6154	120	180
After twelve (12) years	6.1538	160	240
After nineteen (19) years	7.6923	200	300

- b. A probationary employee will accrue and be eligible to take earned vacation leave during the probationary period.
- c. The City shall respond to all leave requests within five (5) work days.
- d. At the end of the payroll period in which the leave accumulation reaches the stated maximum accumulation, the employee’s annual accumulation shall cease accruing and no further annual leave shall accrue until the balance is reduced below the stated limit. It is the employee's responsibility to seek the use of annual leave in a timely manner.

If the employee is unable to use annual leave because the request for leave is denied, he or she shall be paid for the amount of time in excess of the limit at the end of the month.

**HOURS OF WORK AND HOLIDAYS**

**13.1 Hours of Work**

- a. A citywide 9/80 work schedule was adopted in 2010. Employees working this schedule work eight (8) work days of nine (9) hours and one work day of eight (8) hours for a total of eighty (80) hours during two (2) consecutive work weeks. The eight (8) hour work day must be on the same day of the week as the employee’s regularly scheduled day off. The 9/80 work week begins on the employee’s 8 hour day, exactly four (4) hours after the scheduled start time. Any time worked in excess of the employee’s scheduled shift per day or forty (40) hours per week shall be deemed overtime and all overtime shall be paid for at time and one-half of the regular rate of pay.
- b. For employees working a 5/40 Work Schedule: Regular hours for employees assigned a 5/40 work schedule shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours.

- c. Any time worked in excess of the employee's scheduled shift per day or forty (40) hours per week shall be deemed overtime and all overtime shall be paid for at time and one-half of the regular rate of pay. Such compensation shall be by cash payment, or as compensating time off (CTO).
- d. Compensatory time off (CTO) accruals shall be limited to eighty (80) hours at any one time.
- e. When an employee is required to travel on City business, all travel time will be considered work time within the requirements of the Fair Labor Standards Act. Any time spent traveling combined with the purpose of a one day trip which exceeds the employee's regular work day, shall be compensated as overtime.
- f. For the purpose of computing a forty (40) hour work week, all holidays set forth in this MOU which fall upon a regularly assigned work day shall be construed as hours worked, or such lesser number of hours as is the employee's regular work day.
- g. In addition to holiday pay, for every hour actually worked on a holiday, the employee shall be compensated at a rate of time and one-half.
- h. All work schedule arrangements presently in effect shall continue. If the City proposes to change the work schedule of a classification, the Association shall be notified at least five (5) working days in advance of the proposed change and given an opportunity to meet and confer regarding the impact of any proposed change in hours or days of work prior to implementation. Work schedules shall not be changed with less than a fourteen (14) calendar day notice for the purpose of avoiding the payment of overtime.

### **13.2 Alternate Work Schedules/Flex Time**

- a. The City may operate alternate work schedules which include, but are not limited to, variable daily work hours, flex time, or adjusted weekly work schedules. Any alternate work schedule contemplated under this section by its nature shall not constitute, nor create overtime.
- b. Employees may request an alternate work schedule which will first be considered by the department head. Should the department head determine that such alternate work schedule is feasible as recommended and does not adversely affect departmental operations, such proposal may be forwarded to the City Manager for consideration. Upon approval or modification by the City Manager, such alternate work schedule may be initiated.
- c. Upon recommendation of the department head to the City Manager, such alternate work schedules may be terminated or modified. The employee shall be given five (5) work days prior notice of the cancellation or modification of an alternate work schedule. Extensions not to exceed five (5) days may be granted with City Manager approval. The City Manager reserves the sole authority to terminate or modify alternate work schedules.

- d. No alternate work schedule is intended to result in overtime costs to the City. Overtime shall be compensated at the same rate as described in Article 13.1 above, of this Memorandum, except that overtime shall be compensated only when employees are required to work in excess of their normal shift.
- e. Employees shall be granted holiday pay for the full scheduled shift for those days identified in article 13.3 a.1 of this MOU if a holiday falls on an employee's scheduled workday.

**13.3 Holidays**

- a. All employees shall be entitled to the following holidays with pay:

- 1 Specific holidays:

- One floating holiday

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Cesar Chavez Day	March 31 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Admission Day*	September 9*
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	Day before Christmas
Christmas Day	December 25

- 2 Every day appointed by the President of the United States or the Governor of California and adopted by the City Council for a public fast, thanksgiving or holiday.
- 3 Any day or part of a day declared by the City Council, by resolution, to be a holiday.

\* NOTE: For 2014, Admission Day will be observed on September 9<sup>th</sup>. In 2015 and going forward, the City will observe Martin Luther King Day and will not be closed in observance of Admission Day.

- b. When a holiday falls on a Sunday, the following Monday shall be observed as the designated City holiday.
- c. When a holiday falls on a Saturday, the preceding Friday shall be observed as the designated City holiday.
- d. If an employee is not scheduled to work on the designated City holiday, they will receive holiday leave equivalent to their regularly scheduled shift to be utilized in the same work week.
- e. An employee shall be granted holiday pay for the full scheduled shift for those holidays shown in will be allowed holiday pay, based on the average number of hours in paid status (paid status meaning hours worked or hours paid as vacation, sick comp or admin pay) by the City on the workdays which immediately precede and succeed the holiday.
- f. Floating Holiday: The floating holiday equates to 8 hours of floating holiday leave. Employees not using floating holiday leave by June 30 of the fiscal year shall forfeit the floating holiday for that fiscal year and will not receive any time off or payment in lieu of the floating holiday. If an employee requests to use the floating holiday at least thirty (30) days before the end of the fiscal year, and such request is denied, the employee and his/her supervisor will mutually decide upon an alternate date for use of the floating holiday within thirty (30) days of the denial of the request.

#### **13.4 Standby**

- a. Standby is a periodic requirement for personnel in the Public Works Department to be available locally and to respond to urgent and emergency calls when specifically assigned or called upon. Standby status is distinguished from on-call status in that it is periodic and not scheduled on a rotating roster. During a standby shift, the designated employee will;
  - 1 be ready to respond immediately to calls for service,
  - 2 refrain from activities which might impair their ability to perform assigned duties,
  - 3 stay within thirty (30) minutes travel time of the City of Galt city limits. Only those employees at the time of ratification of this MOU living outside a twenty (20) mile radius of the corporation yard will receive reasonable additional travel time,
  - 4 reachable by phone and/or pager.
- b. Any employee who is required to remain on standby for emergency work shall be paid the equivalent of two (2) hours pay for each standby shift, whether or not he or she is called to work and standby shall not be considered hours worked. A standby shift shall be eight (8) or less hours.
- c. An employee who performs emergency work on standby shall be compensated a minimum of two (2) hours overtime for each emergency call in. However, employees shall not again be compensated at a minimum two (2) hours of overtime pay for incidences occurring within the time frame of an earlier response.

### 13.5 On-Call Status

- a. On-call status is the regular periodic requirement for the maintenance personnel in the Public Works Department to be available locally and to respond to urgent and emergency calls on holidays, weekends, and work days outside of the regular shift hours. On-call status is distinguished from stand-by status in that it is a periodic job requirement and is scheduled on a rotating roster of Public Works maintenance personnel. During an on-call shift, the designated on-call employee will;
  - 1 be ready to respond immediately to calls for service,
  - 2 refrain from activities which might impair their ability to perform assigned duties,
  - 3 stay within thirty (30) minutes travel time of the City of Galt city limits. Only those employees at the time of ratification of this MOU living outside a twenty (20) mile radius of the corporation yard will receive reasonable additional travel time,
  - 4 reachable by phone and/or pager.
- b. The three (3) on-call shift types are weekday, weekend, and holiday. The weekday shift is defined as the period of time from the end of his/her regular shift until the beginning of the regular shift the following morning. The weekend shift is normally defined as the period from the end of the regular Friday shift until the beginning of the regular shift Monday morning. A holiday shift is normally defined as the period from the end of the last regular weekday shift prior, until the beginning of the regular shift the morning following a City holiday. On three (3) or four (4) day periods when no regular shift is worked due to a combination of holidays and weekend days, the shifts are combined for the period, but the weekend period and holiday periods are compensated as separate shifts.
- c. A worker performing on-call duties will receive compensation based on the employee's current pay step, equivalent to one (1) hour of regular rate of pay for every normal workday; two (2) hours of regular rate of pay for every weekend day worked; and four (4) hours for every holiday worked. On-call status shall not be considered hours worked. Split on-call shifts will be compensated on a prorated share basis. For purposes of this section, a "shift" is twenty-four (24) hours.
- d. If required to respond onsite to a situation, the employee will receive, in addition to the normal on-call status pay, overtime pay at a rate of 1.5 hours of regular rate of pay for every hour of work where onsite presence is required. A minimum of three (3) hours of overtime compensation will be paid for each call out. Employees shall not be compensated at a minimum three (3) hours of overtime pay for incidents occurring within the time frame of an earlier response.
- e. At the sole discretion of the Public Works Director an exception may be made for an employee from the requirement of on-call duty. The employee must place the request in writing setting forth the reasons why such an exception should be granted. Such request shall require two weeks advance notice to be considered. An adverse decision by the Public Works Director may be appealed to the City Manager. The City Manager's decision shall be final and binding.

## **BENEFITS**

### **14.1 Group Insurance**

- a. City shall provide group medical, dental, vision, employee assistance program, long term disability (LTD) and life insurance.
- b. Employees covered by this MOU will be eligible for all group insurances the first day of the month following the date of hire.
- c. The City will pay the premium for twenty five thousand (\$25,000) dollars term life insurance coverage for each employee covered by this MOU.
- d. The City, subject to subsection "a" above, reserves the right at any time during the term of the MOU to make available medical, dental, life, or LTD benefits under plans offered by alternate carriers or through a program of self insurance, self administration, or claims through a third party administrator, or a combination of the above. In the event the City wishes to exercise this option, alternate coverage shall be substantially equivalent to the coverage in effect on the date the City makes such an election.
- e. The City's maximum monthly contribution for medical benefits shall be \$581.17 Employee Only, \$1,150.34 for Employee plus One, or \$1,470.24 for Employee plus Family.
- f. Effective January 1, 2016, the City's maximum monthly contribution for medical benefits shall be \$596.17 Employee Only, \$1,180.34 for Employee plus One, or \$1,520.24 for Employee plus Family.
- g. Employees will be required to participate in the City's vision, LTD, life and EAP plans. The City shall pay the premiums for these insurance coverages and/or programs for the duration of this MOU for employee, spouse and children.
- h. Participation in the City medical and dental insurance programs is required unless waived in accordance with section 14.2.
- i. Re-Opener  
The City and Association agree to reopen Section 14.1 to discuss City contributions towards medical premiums, on or about August 1, 2016, if the Kaiser HMO premium rate published by CalPERS for January 1, 2017 increases by more than 10%.
- j. Retiree Medical Benefits  
Effective September 1, 2012, City of Galt qualified retirees and their eligible dependents may participate in the CalPERS medical benefit program. To qualify for retiree medical benefits, the employee must retire within 120 days of separation from employment, be eligible for benefits at time of separation, and receive a monthly CalPERS retirement allowance.

The City's contribution amount towards retiree medical benefits shall be in accordance with Government Code with Government Code 22892. The City's contribution amount shall cease should the City cancel the CalPERS health contract.

#### **14.2 Cash In-Lieu of Group Insurance**

- a. Employees who choose to waive coverage under the City's medical insurance program, prior to ratification of this MOU, shall be compensated \$425/month for employee plus one and \$600/month for employee plus family. Employees who choose to waive coverage under the City's medical insurance program after ratification of the MOU, shall be compensated \$350/month for employee plus one and \$500/month for employee plus family. This payment shall be in addition to their regular monthly compensation and is in-lieu of the City provided medical insurance benefits. Such benefits shall be payable beginning with the first of the month following the month in which insurance is waived, and shall continue as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance and premium rates in the absence of a waiver.
- b. Employees who choose to waive coverage under the City's medical insurance program shall also waive coverage under the City's dental insurance program, unless the employee is not covered under another program.
- c. In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for themselves and their family through a City provided plan.
- d. Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by the California Public Employee Retirement System.

#### **14.3 Uniform Allowance**

The City will provide work uniforms and the laundering thereof for each employee in Public Works and Parks Departments and those employees shall wear the uniforms on the job. Uniforms will be worn in accordance with departmental policies and standards.

#### **14.4 Safety Shoes**

The City shall pay an allowance of \$200 annually for safety shoes to employees where it is required in the course of their employment. This shoe allowance will be paid with the first payroll check in December. Safety shoes shall be in good condition and meet the requirement of the City policy. The City will consider replacing shoes in a hardship situation, where shoes are damaged on the job.

#### **14.5 Reimbursement**

The City shall reimburse any employee for the accidental destruction of or damage to personal clothing and medically needed prescription glasses of ordinary value when used on the job. Reimbursement shall be based on the cost of repair. If the damage impairs the practical use of the article then reimbursement shall be based on the article's market value not to exceed \$75 for each article so damaged.

#### **14.6 Labor Management Committee**

In order to encourage open communication and promote harmonious labor relations, the parties agree to meet, as needed, to resolve matters of mutual concern.

#### **14.7 Commercial Driver's License**

The City will pay the license fees and costs of necessary medical examinations for all employees required to have a Class A or Class B California Driver's License.

#### **14.8 Workers' Compensation**

The City shall provide, according to regulations and the labor code, coverage for all employees under the Northern California Cities Workers' Compensation Program. All employees are covered by Workers' Compensation as required by law. Details of the program are provided in the City of Galt's Workers Compensation Policy approved July 18, 2006.

#### **14.9 Change of Health Plans**

The City agrees to discuss any Association proposal for the City Health Plan (insurance benefits). If the proposed plan is an equal or better plan at less cost and the plan is agreed, the City is willing to discuss passing on part of any savings to the employees.

#### **14.10 Vaccinations**

The City will pay the cost of employees to receive Hepatitis B vaccinations. A list of job classifications that have been identified as possibly having occupational exposure to blood or other potentially infectious materials is available in the Human Resources Office. Due to the employee being at risk of acquiring Hepatitis B virus HBV infections, he/she is eligible to receive the Hepatitis B vaccination series at no cost the employee. A "Notice of Eligibility for Hepatitis B Vaccination" form will be included in each orientation packet for an employee whose position is identified as "at risk." The employee is to sign either the acceptance or the declination portion. A new position can be added any time a job or a task involving occupational exposure is created, revised or otherwise altered.

#### **14.11 Overpayment By City**

In the event that the City erroneously overpays or compensates an employee, repayment to the City of amounts due shall be payable over a period of time, no longer than the period in which the overpayment occurred.

TERM OF MOU

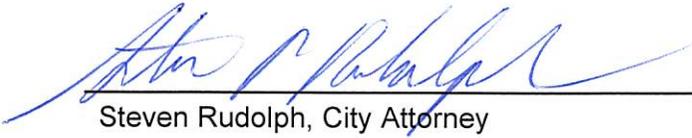
15.1 Duration of MOU

The term of this MOU shall commence as of July 1, 2014 and shall conclude December 31, 2017. This MOU shall remain in full force and effect until a new MOU is signed by the parties herein.



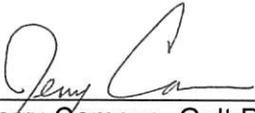
Jason Behrmann, City Manager

Date: 9/10/14



Steven Rudolph, City Attorney

Date: 9/10/14



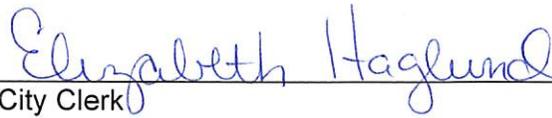
Jerry Camous, Galt Public Service Unit Business Representative

9/8/14  
Date



Eugene Comstock, Galt Public Service Unit President

9-10-14  
Date

ATTEST:   
City Clerk

Date: 9-11-14

**EXHIBIT A**  
**GALT PUBLIC SERVICE UNIT**  
**2% COLA July 1, 2014**

CLASSIFICATION	SALARY RANGE #	MONTHLY SALARY STEP				
		1	2	3	4	5
ACCOUNTING ASSISTANT I	30	\$2,593	\$2,722	\$2,859	\$3,002	\$3,152
ACCOUNTING ASSISTANT II	34	\$2,862	\$3,005	\$3,155	\$3,313	\$3,479
ASST. MARKET OPERATIONS SUPER.	40	\$3,319	\$3,485	\$3,659	\$3,842	\$4,034
BUILDING INSPECTOR	51	\$4,353	\$4,571	\$4,800	\$5,040	\$5,292
BUILDING PERMIT SPECIALIST	33	\$2,794	\$2,933	\$3,080	\$3,234	\$3,396
CODE COMPLIANCE OFFICER	46	\$3,848	\$4,041	\$4,243	\$4,455	\$4,678
CONSTRUCTION INSPECTOR	53	\$4,574	\$4,802	\$5,042	\$5,295	\$5,559
ENGINEERING ASSISTANT	50	\$4,248	\$4,461	\$4,684	\$4,918	\$5,164
ENGINEERING TECHNICIAN	46	\$3,848	\$4,041	\$4,243	\$4,455	\$4,678
EQUIPMENT MECHANIC	42	\$3,487	\$3,662	\$3,845	\$4,037	\$4,239
MARKET OPERATIONS SUPERVISOR	46	\$3,848	\$4,041	\$4,243	\$4,455	\$4,678
OFFICE ASSISTANT I	25	\$2,293	\$2,408	\$2,528	\$2,654	\$2,787
OFFICE ASSISTANT II	29	\$2,530	\$2,656	\$2,789	\$2,928	\$3,075
OFFICE ASSISTANT III	34	\$2,862	\$3,005	\$3,155	\$3,313	\$3,479
PARKS MAINTENANCE SUPERVISOR	46	\$3,848	\$4,041	\$4,243	\$4,455	\$4,678
PARKS MAINTENANCE WORKER I	31	\$2,659	\$2,792	\$2,932	\$3,078	\$3,232
PARKS MAINTENANCE WORKER II	33	\$2,794	\$2,933	\$3,080	\$3,234	\$3,396
PARKS MAINTENANCE WORKER III	36	\$3,008	\$3,158	\$3,316	\$3,482	\$3,656
PLANT MAINTENANCE MECHANIC	40	\$3,319	\$3,485	\$3,659	\$3,842	\$4,034
PUBLIC WORKS MAINT. WORKER I	32	\$2,724	\$2,861	\$3,004	\$3,154	\$3,312
PUBLIC WORKS MAINT. WORKER II	36	\$3,008	\$3,158	\$3,316	\$3,482	\$3,656
PUBLIC WORKS SUPPLY TECHNICIAN	38	\$3,160	\$3,318	\$3,484	\$3,658	\$3,841
RECREATION COORDINATOR	34	\$2,862	\$3,005	\$3,155	\$3,313	\$3,479
SR. EQUIPMENT MECHANIC	46	\$3,848	\$4,041	\$4,243	\$4,455	\$4,678
SR. ACCOUNTING ASSISTANT	38	\$3,160	\$3,318	\$3,484	\$3,658	\$3,841
SR. PLANT MAINTENANCE MECHANIC	46	\$3,848	\$4,041	\$4,243	\$4,455	\$4,678
SR. PUBLIC WORKS MAINT. WORKER	40	\$3,319	\$3,485	\$3,659	\$3,842	\$4,034
UTILITY SERVICES TECHNICIAN	36	\$3,008	\$3,158	\$3,316	\$3,482	\$3,656
WASTEWATER SYSTEM OPERATOR I	38	\$3,160	\$3,318	\$3,484	\$3,658	\$3,841
WASTEWATER SYSTEM OPERATOR II	42	\$3,487	\$3,662	\$3,845	\$4,037	\$4,239
WATER SYSTEMS OPERATOR I	38	\$3,160	\$3,318	\$3,484	\$3,658	\$3,841
WATER SYSTEMS OPERATOR II	42	\$3,487	\$3,662	\$3,845	\$4,037	\$4,239

**Exhibit B**  
**GPSU Incentive Matrix - 12/20/11**

<b>CERTIFICATE</b>	<b>POSITIONS ELIGIBLE FOR INCENTIVE</b>	<b>MAXIMUM INCENTIVES PAID</b>	<b>NOTES</b>
Backflow Device Tester	7,8,9,10,12,13,16,18,19,20,21	Parks:1, Streets:1, Wwater:1, Water:1	AWWA
CDL Class A	6,7,8,9,10,11,12,13,14,15,16,19,21	Parks:1, Streets:1, Wwater:1, Water:1	DMV
CDL Class B	8,12,18,20	Parks:1, Streets:1, Wwater:1, Water:1	DMV
Certified Arborist	7,8,9,10	Parks:1	New Incentive - International Society of Arboriculture.
Certified Auto Tech	6,15	PW: 2	National Institute for Automotive Service Excellence (ASE)
Certified Truck Tech	6,15	PW: 2	National Institute for Automotive Service Excellence (ASE)
Contractors License - General	7,8,9,10	Parks:2	New Incentive. Once the license has been obtained, the City will contribute towards and pay incentive for a current, inactive license.
Contractors License - Specialty	7, 8, 9, 10	Parks:2	New Incentive. Acceptable specialty areas are electrical, heating/air, landscape, refrigeration, roofing, welding. See licensing details above.
Cross Connection Control Program Specialist	12, 13, 16, 18, 19, 20, 21	PW: 1	AWWA
Electrical Technologies Certificate	7, 8, 9, 10, 11	Parks: 2, Wwater: 1	Certificate program offered through junior college. 2.5% incentive earned after successfully completing two courses in program. One course to be completed every two years to maintain incentive. Courses to be paid through City tuition reimbursement program.
Engineer in Training	3, 4, 5	PW: 1	Dept of Consumer Affairs - Board of Professional Engineers, Land Surveyors, and Geologists.
Environmental Compliance Inspector	2, 3, 4, 5, 15, 18, 19, 20, 21	PW: 1	CWEA
Flagger Trainer	12,13,16	PW: 1	ATSSA
Forklift Trainer	6,14,15	PW: 1	Safety Center - Sacramento
Horticulture Cert - Landscape Mgmt	7,8,9,10	Parks:2	Certificate program offered through junior college. 2.5% incentive earned after successfully completing two courses in program. One course to be completed every two years to maintain incentive. Courses to be paid through City tuition reimbursement program.
Horticulture Cert - Turf Grass	7,8,9,10	Parks:2	Certificate program offered through junior college. 2.5% incentive earned after successfully completing two courses in program. One course to be completed every two years to maintain incentive. Courses to be paid through City tuition reimbursement program.
Certified Building Inspector	1	No Limit	International Code Council

**Exhibit B**  
**GPSU Incentive Matrix - 12/20/11**

<b>CERTIFICATE</b>	<b>POSITIONS ELIGIBLE FOR INCENTIVE</b>	<b>MAXIMUM INCENTIVES PAID</b>	<b>NOTES</b>
Certified Code Enforcement Officer	1	No Limit	International Code Council
specialty Certs such as Plumbing, Electrical,	1	No Limit	International Code Council
Laboratory Analyst Cert	18,19, 20,21	Water:1 Wwater: 1	CWEA
Pavement Marking and Signs	12,13,16	Streets: 2	ATSSA
Pesticide Qualified Applicator Cert	7,8,9,10,11,12,13, 16,18,19, 20,21	Parks:No Limit PW: 2	CA Dept of Pesticide Regulation
Plant Maintenance Technologist Cert	11,18,19	Wwater: 1	CWEA
Playground Safety Inspector	7, 8, 9, 10	Parks: 2	National Park & Rec Association
Refrigeration Cert	7,8,9,10	Parks:2	Certificate program offered through junior college. 2.5% incentive earned after successfully completing two courses in program. One course to be completed every two years to maintain incentive. Courses to be paid through City tuition reimbursement program.
Registered Professional Engineer	4	PW: 1	Dept of Consumer Affairs - Board of Professional Engineers, Land Surveyors, and Geologists.
Traffic Control Supervisor	7,12,13	No Limit	ATSSA
Traffic Control Technician	8, 9, 11, 12, 13, 14, 18, 19	No Limit	ATSSA
Wastewater Collection Operator	11, 12, 13, 14, 18, 19	No Limit	Incentive paid for grade above what is required for the position.
Wastewater Treatment Operator	18,19	No Limit for Advance Grades	Incentive paid for grade above what is required for the position.
Water Conservation Practitioner	3, 4, 5, 20, 21	City: 1	AWWA
Water Distribution Operator	12, 16, 14, 20, 21	No Limit for Advance Grades	Incentive paid for grade above what is required for the position.
Water Treatment Plant Operator	12,13,16,20,21	No Limit for Advance Grades	Incentive paid for grade above what is required for the position.
Water Use Efficiency Practitioner	20,21	Water: 1	AWWA

**Exhibit B**  
**GPSU Incentive Matrix - 12/20/11**

Position Title	Reference #	Cert Required for Position
Building Inspector	1	CDL-C, one building inspection cert by end of probation
Code Compliance Officer	2	CDL-C, California 832PC cert by end of probation.
Construction Inspector	3	CDL-C
Engineering Assistant	4	CDL-C
Engineering Technician	5	CDL-C
Equipment Mechanic	6	CDL-C. B driver's license by end of probation.
Parks MaintSupervisor	7	CDL-C. First Aid and CPR by end of probation.
Parks MaintWorker I	8	CDL-C
Parks MaintWorker II	9	CDL-C. B driver's license within 1 year of hire.
Parks MaintWorker III	10	CDL-B. First Aid and CPR within 1 year of hire.
Plant MaintMechanic	11	CDL-B, obtain Mechanical Tech I Cert by end of probation.
PW Maint Worker I	12	CDL-C
PW Maint Worker II	13	CDL-C. B driver's license and Water Dist I by end of probation.
PW Supply Tech	14	CDL-C
Sr. Equipment Mechanic	15	CDL-C. B driver's license by end of probation.
Sr. PW Maint Worker	16	CDL-C. B driver's license and Water Dist I by end of probation.
Utility Services Tech	17	CDL-C
Wastewater Syst Op I	18	CDL-C, OIT by end of prob, Wwater Plant Op I within time set by City.
Wastewater Syst Op II	19	CDL-C, Grade II. Sewage Coll II within time set by City.
Water Systems Op I	20	CDL-C, Water Treatment Plant Op I. Water Dist I by end of probation.
Water Systems Op II	21	CDL-C, Water Treatment Plant Op II. Water Dist II by end of probation.

Development Reimbursement - Within budgetary limitations and upon department head approval, the City will reimburse or pay all reasonable fees and costs charged to an employee in obtaining any license, certification, or re-certification required or determined to be of benefit to the City upon successful completion of all course work and associated testing.

Based on needs of the City, the number of certifications attained may be limited. Incentive qualifications which an employee is receiving as of July 1, 2011, shall be continued at the rate of two and one-half percent (2.5%) of the employee's current salary for each qualification, notwithstanding the provisions set forth above in GPSU MOU Section 11.7, as long as the employee maintains the necessary license or certification.

For certifications with limited availability, the department head will advise employees in the applicable job classifications when an incentive is available. Employees interested in earning that particular incentive shall submit a request to the department head during the time specified. The incentive will be made available based on seniority within the department and the number of incentives earned by those interested in the new incentive. For example, if the most senior employee earns incentive pay for 3 certificates a less senior person with fewer incentives may be given the opportunity for the new incentive. Employees who possess incentives as of July 1, 2011, shall keep their incentive unless the appropriate certification expires.