Agreement No. 665

City of Calistoga

MEMORANDUM OF UNDERSTANDING

Between

CITY OF CALISTOGA

And

CALISTOGA PUBLIC EMPLOYEES' ASSOCIATION

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

Approved by Resolution No. 2016-013

2016 - MOU
City of Calistoga/CPEA

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MEMORANDUM OF UNDERSTANDING
Between
CITY OF CALISTOGA
AND
CALISTOGA PUBLIC EMPLOYEES ASSOCIATION

This Memorandum of Understanding is made and entered into between the CITY OF CALISTOGA, hereinafter referred to as "CITY" and CALISTOGA PUBLIC EMPLOYEES' ASSOCIATION, hereinafter referred to as "ASSOCIATION", an unaffiliated, independent and formally recognized employee ASSOCIATION, pursuant to the provisions of the Meyer-Milias-Brown Act (Government Code Section 3500 et seq.).

The parties agree that this Memorandum of Understanding (MOU) shall be submitted to the City Council of the City of Calistoga with the joint recommendation of the designated representatives of the parties that body resolve to accept its terms and conditions and take such other and additional action as may be necessary to implement the provisions.

CITY agrees to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with ASSOCIATION, and shall consider fully such presentations as are made by ASSOCIATION on behalf of its members prior to arriving at a determination of policy or course of action.

The parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached an agreement thereon as set forth below.

The parties agree as follows:

Article 1 - Recognition

The CITY recognizes the ASSOCIATION as the exclusive representative on behalf of employees occupying the full time job classifications listed in Exhibit A.

Effective upon final adoption by the City Council the following Class Titles will be amended to reflect the level and scope being performed, as well as establish consistency with the labor market and industry standards:

Current Class Title	New Class Title
Account Clerk	Accounting Assistant
Senior Account Clerk	Senior Accounting Assistant
Administrative Secretary	Administrative Assistant
Administrative Analyst	Administrative Services Technician
Plant Operator III	Senior Plant Operator
Maintenance Technician III	Senior Maintenance Technician

The rest of the existing class titles shall remain the same.

Such representation being subject to and qualified by employee rights under applicable State and Federal law to be represented by the organization of their choice.

Article 2 – City Rights

Except as limited by the specific and express terms of this MOU, CITY hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and Constitution of the State of California, the Municipal Code of the City of Calistoga, and/or the laws and Constitution of the United States of America. Regardless of any provision contained in the MOU or which may be implied from this MOU, CITY shall retain and shall have the right to exercise the following exclusive rights, which include but are not limited to the following:

A. Hire and Fire;

B. Determine the mission of its constituent departments, divisions, or commissions, and boards;

C. Set standards of service and municipal fees and charges;

D. Determine the procedures and standards of selection for employment, assignment, transfer and promotion of applicants and employees, provided in the case of employees that the exercise of such right shall not infringe on any rights employees have under this MOU;

E. Direct its employees;

F. Discharge or suspend employees for just cause and take other disciplinary actions against its employees as set forth herein;

G. Relieve its employees from duty because of lack of work or other legitimate reasons;

H. Maintain the efficiency of governmental operations;

I. Determine the methods, means and personnel by which governmental operations are to be conducted;

J. Determine and re-determine job content and job classifications;

K. Contract out any work which is now being performed by employees of the CITY or which shall be performed in the future by employees of CITY, provided this only occurs in those situations where the tasks cannot be accomplished by current ASSOCIATION members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that CITY shall make every reasonable effort to place service requiring similar skills as the work performed by the employee when displaced by the contracting out and which requires minimal training to afford the employee opportunity to adequately perform the new position;

L. Take all necessary actions to carry out the mission of the CITY, its constituent departments, divisions, or commissions and boards in cases of emergencies;

M. Exercise complete control and discretion over its organization and the technology of performing its work.

Article 3 – Employee/Association Rights

Employees of the CITY shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment. Employees of CITY shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY. Should any employee exercise that right, the employee organization shall be given advance notification prior to the implementation of the results of such self-representation.

Employees designated as confidential may not be officers of the Association. Further, ASSOCIATION members may not ask a designated confidential employee for information deemed confidential by the CITY.

The CITY will grant to designated employees release time to participate in the Labor/Management Committee meetings, Association activities in accordance with law or Association activities with the approval of the City Manager.

Article 4 – Access of Facilities

All ASSOCIATION business will be conducted by employees and ASSOCIATION representatives outside of established working hours, and CITY facilities will not be used for the conduct of ASSOCIATION business, unless permission is granted before in writing by the City Manager. Nothing herein shall be construed to prevent an ASSOCIATION representative or an employee from contacting the City Manager or other management representatives regarding personnel related matters during working hours.

The authorized ASSOCIATION Business Agent shall be given access to work locations during working hours, provided that prior to visiting any work location the ASSOCIATION representative notifies CITY.

Article 5 – No Discrimination

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy, sexual orientation, or legitimate Association activities against any employee or applicant for employment by the ASSOCIATION or by the CITY or by anyone employed by the CITY; to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability; however the disabled person must be able to perform the essential functions established for the classification.

Article 6 – Agency Shop

The ASSOCIATION agrees that is has a duty to provide fair and non-discriminatory representation to everyone in the Bargaining Unit regardless of whether they are members of ASSOCIATION or not.

This Agency Shop provision shall be implemented in accordance with Government Code Section 3502.5, except as noted below.

All members of the Bargaining Unit, as a condition of employment shall:

A. Become and remain a member of ASSOCIATION; or

B. Pay to ASSOCIATION an Agency Shop fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws. It shall be the sole responsibility of ASSOCIATION to determine an agency shop fee which meets the criteria above, or

C. Do both of the following:

1. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held an objection to joining or financially supporting any public employee organization as a condition of employment; and

2. Pay a sum, through payroll deduction, equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:

   a. Napa Women's Shelter
   b. Napa County Chapter of the Red Cross
   c. American Cancer Society

The ASSOCIATION shall provide the City Manager with a copy of the ASSOCIATION agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by an employee to invoke the said procedure within one (1) month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by the law.

Annually, the ASSOCIATION shall provide the City Manager with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit within sixty (60) days after the end of the fiscal year.

Such dues or Agency Shop fees shall, as a condition of continued employment, be deducted from the Bargaining Unit Member's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment

The Bargaining Unit Member's earnings must be sufficient after required deductions are made to cover the amount of the dues or agency shop fees. When a Bargaining Unit Member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. All required deductions have priority over ASSOCIATION dues and agency shop fees.

The CITY shall provide the above information concerning the fair share provisions, including the fair share ASSOCIATION membership form, to all new employees who become covered by this Agency Shop Agreement after the effective date of the Agency Shop Agreement.

The Agency Shop provision may be rescinded by a majority vote of all the Employees in the Bargaining Unit, provided that:

A. A request for such a vote is supported by a petition containing the signatures of at least 30% of the Employees in the Bargaining Unit;

B. The vote is by secret ballot;

C. A vote may be taken at any time during the term of the MOU.

The ASSOCIATION shall provide the CITY with a copy of the ASSOCIATION Hudson Procedure for the determination and protest of its agency shop fees. The ASSOCIATION shall provide a copy of said Hudson Procedure to every fee payer covered by this Agency Shop Agreement.

The ASSOCIATION shall indemnify, defend, and hold the CITY harmless against any and all claims, demands, suites, orders or judgments or other forms of liability that arise out of or by reason of this Agency Shop Agreement, or action taken or not taken by the CITY under this Agency Shop Agreement. This includes, but is not limited to, the CITY Attorneys' fees and costs. The provisions of this Agency Shop Agreement shall not be subject to the grievance procedure.

In no event shall the CITY be required to pay from its own funds ASSOCIATION dues, service fees, or charitable contributions, which the Employee was obligated to pay, but failed to pay, regardless of the reasons.

The CITY shall deduct approved ASSOCIATION sponsored insurance programs from the employee's pay in conformity with State and CITY regulations. ASSOCIATION shall provide CITY with authorization for such deductions, and said authorizations shall clearly state the terms and conditions for implementation of deductions and conditions for cancellation of deductions.

Article 7 – Severability

If any provisions of the application or any provisions of this MOU as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

This MOU is subject to all current and future applicable Federal, State and local laws.

All CITY ordinances, rules and regulations and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent and application of the Articles of this MOU.

Article 8 – Term

Upon final ratification and approval by the City Council the term of this agreement shall be in effect and shall remain in full force from January 1, 2016 through December 31, 2018.

Article 9 – Successor MOU

A. On or after September 1, 2018 either party hereto may, by written request of the other, initiate negotiations for a successor MOU. Upon receipt of written notice and/or proposals, negotiations shall begin no later than thirty (30) days thereafter.

Article 10 – MOU, Modifications and Waivers

This MOU sets forth the full and entire MOU of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU, or side letter agreement over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required, but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this MOU.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 11 – Authorized Agents

For the purposes of administering the terms and provisions of this MOU:

A. CITY'S principal authorized representative shall be the City Manager or his/her duly authorized representative (address: 1232 Washington Street, Calistoga, CA, 94515)

B. The Association's principal authorized agent shall be the President of the Calistoga Public Employees' Association, (address: 1232 Washington Street, Calistoga, CA 94515)

Article 12 – Concerted Activities

It is agreed that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the CITY by the ASSOCIATION or by its officers, agents, or members during the term of this MOU, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

ASSOCIATION recognizes the duty and obligation of its representatives to comply with the provisions of this MOU and to make every effort toward inducing all employees to do so.

In the event of a strike, work stoppage, slowdown, or other interference with the operation of the CITY by employees who are represented by the ASSOCIATION, the ASSOCIATION agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed that any employee violating this Article may be subject to discipline up to and including termination by the CITY.

Article 13 – Salary Adjustments

A. Effective January 1, 2016 , all bargaining unit salaries (including 'Y' rated employees) shall be increased by three percent (3%) as shown in Exhibit A.

Effective January 1, 2017, all bargaining unit salaries (including 'Y' rated employees) shall be increased by three percent (3%) as shown in Exhibit A.

Effective January 1, 2018 all bargaining unit salaries (including 'Y' rated employees) shall be increased by three percent (3%) as shown in Exhibit A.

B. Monthly salaries shall be provided in accordance with ranges established for each position listed in Exhibit A.

C. Any employee demoted for cause shall have his/her salary reduced commensurate with the reduction in job classification and the responsibilities attendant thereon. Any such reductions are subject to the meet and confer process prior to implementation.

D. Employees may "flex" to the next higher level upon approval by the City Manager based upon demonstrated work performance and enhanced value to the organization and as provided by meeting all of the following criteria: 1) the department head must provide written recommendation for progression to the next higher level; 2) employee must meet the minimum qualification as established for the higher level; 3) the employee must have a current performance evaluation satisfactory rating in the current position and must not have been on a performance improvement plan within the prior 24 months or have a record of employee discipline in the prior 24 months; and 4) the City Manager must make a determination that the current year budget has provided funds to cover the increased cost of upgrading this position.

If an employee is granted a higher level position within this flexible staffing provision, within a six (6) months' probation period an employee may be demoted to their former range and step as provided in the Personnel Manual Section 8.07 if the

employee is not performing at the higher level as determined by the Department Head or by mutual agreement to return to their former position.

Article 14 – Service Longevity Pay

The CITY shall provide a lump sum Service Longevity Pay in the following manner.

A. On the completion of five (5) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 1.5% of the employee's annual base salary.

B. On the completion of ten (10) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2% of the employee's annual base salary.

C. On the completion of fifteen (15) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2% of the employee's annual base salary.

D. On the completion of twenty (20) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.5% of the employee's annual base salary.

E. On the completion of twenty five (25) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.5% of the employee's annual base salary.

F. After the twenty-fifth (25th) year of service with the City, and upon completion of each fifth year of continuous service from the initial anniversary date with the City, the City shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.5% of the employee's annual base salary.

G. Continuous service is defined as years from the anniversary date of initial full-time hire of the employee.

Article 15 – Incentive Pays

A. The CITY will provide a $100.00 per month differential to employees in a position approved by the City Manager and who have passed the CITY selected proficiency test for their use of Spanish on behalf of the CITY.

B. For Plant Operator I, II and III and Maintenance Technician I, II and III positions within water treatment, wastewater treatment, and water distribution, the City shall provide a 2.5% of base salary incentive for each approved Water or Wastewater Operator's certification and, effective upon adoption of this memorandum of understanding, Water Distribution certification obtained that are above the minimum required for each position. The maximum shall be 5% of base pay.

C. Any employee currently receiving certification pay that is not required by the State or required as a condition of City employment shall suffer no loss. Effective upon adoption of the MOU employees not required by the State or required to obtain a certification as a condition of City employment shall not be eligible for certification pay.

For example, a Plant Operator II is required to have a minimum certification of a Water II and Wastewater II. If the Plant Operator II has a Water III Certification, he/she will receive a 2.5% incentive and an additional 2.5% for a Wastewater III Certification. Eligibility for this incentive pay shall be determined by the Director of Public Works and approved by the City Manager.

D. The CITY will provide a $150.00 month differential to employees who obtain and maintain an Applicator's License, Class A License, or a Lab Analyst Certification. Employees must actively use this license or certificate in the course of work and shall have a direct benefit to the CITY. Only one employee as determined by the department head may receive the certification pay for each of the different licenses.

If a Senior Plant Operator chooses to obtain a Lab Analyst certification, he/she may be eligible for a $150.00 monthly differential at the Department Head's discretion.

Article 16 – Work Schedule

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week.

B. Workday: The normal workday shall be eight (8) hours of work in a twenty-four consecutive hour period except in case of emergencies. 8:00 a.m. is recognized as the start of a normal workday.

C. Work shift: Employees shall be scheduled to work on regular work shifts having regular starting and quitting time. Call-outs or overtime does not constitute a change in work shift.

D. Workweek: For existing bargaining unit employees, Monday is recognized as the first day of a normal workweek except in cases of emergencies or at the specific request of an employee and upon approval of the employee's direct supervisor and department head. Nothing herein shall be construed to eliminate currently established irregular work schedules of any permanent full-time positions. Employees who are

assigned weekend shift work (Saturday, Sunday, or both) shall receive Overtime for any time worked in excess of 40 hours in a week.

E. Workweek: For bargaining unit employees hired after adoption of this agreement the normal workweek shall be five (5) workdays and two (2) consecutive days of rest in a seven (7) consecutive day period. This may include working on weekends if deemed necessary for proper operations of City facilities and programs as determined by the City Manager and approved by the department head. Employees who are assigned weekend shift work (Saturday, Sunday or both), shall receive a five (5%) shift differential to the base pay for each day worked.

F. Administrative Relief: Changes in the work schedule may be made on an individual basis for each employee, but must be mutually agreed upon by the employee, the employee's direct supervisor and department head.

Article 17 – Stand-By

A. Should CITY call back any full-time employee, after his normal working hours to perform work, CITY shall pay the employee time and one-half (1-1/2) for all hours actually worked, but in no event shall employee receive less than a minimum of two (2) hours' time and one-half pay regardless of time actually worked as a result of being called back to perform services for CITY.

B. Stand-by shall be mandatory for all qualified personnel.

C. Stand-by scheduling may be modified by the department head to accommodate personnel availability and departmental needs.

D. Stand-by employees shall receive a minimum compensation for being on stand-by, even when not required to perform work as a result thereof. Such compensation shall be straight-time wages in the amount of one (1) hour per workday, three (3) hours for Fridays, effective upon adoption of this memorandum of understanding, and four (4) hours per weekend day or holiday.

E. If a Plant Operator is able to clear an alarm using the remote SCADA system and the level of effort is less than fifteen (15) minutes they will not be entitled to additional compensation as provided in Section 17A.

Article 18 - Holidays

A. Each employee in a classification represented by this MOU shall be allowed the following holidays with full pay:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

B. Whenever New Year's Day, Independence Day, Christmas Eve or Christmas Day falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be a holiday.

C. Holiday pay shall be at the rate of one and one-half (1-1/2) times the hourly base rate of pay, or time and one-half (1-1/2) compensatory time off, for those employees who work a normal work day on any of the normal recognized holidays. It will be the employee's option to receive pay or compensatory time off.

D. Employees shall be granted two (2) floating holidays per year, which may be taken at a time mutually agreeable to the employee and supervisor. Unused holiday time may not be carried over into the following year. Employees hired between May 1 and August 31 will be credited with 12 hours of holiday time for that year and employees hired between September 1 and December 31 will be credited with 8 hours of holiday time. Employees leaving CITY service between January 1 and April 30 will be required to repay the CITY for 12 hours and those leaving CITY service between May 1 and August 31 will be required to repay the CITY for 8 hours.

Article 19 – Vacation Leave

A. Every full-time permanent employee represented by this MOU shall accumulate vacation as follows:

Year 1 through Year 3	10 Days (80 Hours)
Beginning Year 4 through Year 6	15 Days (120 Hours)
Year 7 and thereafter	20 days (160 Hours)

B. Vacation earned during the first six (6) months of employment cannot be taken until completion of probationary period.

C. Employees shall not earn vacation once their accrued vacation balance has reached three (3) times their annual maximum vacation accumulation.

D. Employees who have exceeded the maximum shall again begin to earn vacation when their balance is reduced below their maximum.

E. No employee shall be permitted to work for compensation for CITY in any capacity during the time of his paid vacation from City services.

F. Bargaining unit employees who separate from City employment, unless discharged from City services during their first six months of employment shall be granted all accumulated vacation or shall be paid at his/her rate of compensation applicable at the time of separation. Because employees seldom terminate on the final day of a month,

the following method will provide for equitable payment for vacation earned during the month of termination. If an employee terminates on a day falling on the first through the fifteenth day of a month the employee shall receive credit for one-half the month's accrual; if an employee terminates on a day falling on the sixteenth through thirty-first day of the month, the employee shall receive full credit for the vacation accrual for the month.

G. Employee requests for vacation leave shall be submitted to Department Head or City Manager at least thirty (30) days in advance of the starting day of requested leave.

H. Each employee shall receive monthly a copy of his/her compensatory time, sick leave, and vacation leave, both accrued and used.

Article 20 – Sick Leave

A. Every full-time employee represented by this MOU shall earn sick leave on the basis of one (1) eight-hour day for each month of service, with unlimited accumulation thereof.

1. At any time after the completion of the fifth (5th) year of service, based on the anniversary date of initial hire, CITY may purchase from each employee covered hereunder, at the employee's discretion, all but 120 hours so accumulated at the rate of twenty-five percent (25%) of the covered employee's then existing wage.

2. At each employee's option, said buy-out may occur earlier than set forth hereinabove, so long as the buy-out occurs on or about the anniversary date of initial hire and there remains a minimum sick leave bank of 120 accumulated hours.

3. Employees who are absent without pay for any reason for more than ten (10) working days during a calendar month shall not accumulate sick leave for that month.

4. If an employee's employment is terminated for any reason, there will be deducted from the final check the amount of sick leave taken during employment with CITY in excess of the amount accrued.

B. The Department Head and City Manager may require a medical examination by a licensed physician of any employee absent on account of illness.

C. Sick leave means authorized absence from duty of an employee because of illness, injury, and exposure to contagious disease, or hospitalization. Although normal pregnancy and confinement is not to be construed as a reason for sick leave, pregnancy related illnesses or pregnancy related illness hospitalization shall be treated as any other illness or confinement.

D. A former full-time employee who is reappointed to CITY service shall not be entitled to have restored to his/her credit any sick leave balance remaining at the time of his/her separation from CITY service.

E. Whenever any full-time employee is compelled to be absent from duty by reason of the death or critical illness, where death appears imminent, of his father, mother, brother, sister, wife, husband, or child or the illness of a child, he shall be entitled to be absent with pay chargeable to sick leave for not more than forty working hours.

F. Any employee requesting sick leave shall furnish a certificate issued by a licensed physician, or other satisfactory proof of eligibility for sick leave, upon the request of the Department Head. Further, any earned sick day taken on either side of a holiday, or for more than three (3) consecutive days, will require a medical certificate in support thereof, and employee shall supply such certificate upon return to work, unless, at the discretion of the Department Head, such certificate is waived prior to the employee's return to work.

G. Upon retirement, CITY will buy back any remaining unused days at the following rate: all such accumulated days shall be multiplied by twenty-five percent (25%) of the employee's then existing daily wage rate.

H. CITY will provide sickness and disability insurance for each full-time employee covered by this MOU, enabling those employees who qualify to receive payments of up to One Thousand Dollars ($1,000) per week for a period of up to one hundred eighty days (180).

I. No employee shall feign illness or injury for the purpose of remaining away from scheduled duty assignments. Should such feigning of illness or injury occur, disciplinary action would be taken, up to and including dismissal from CITY employment.

J. Employees have the option of taking a maximum of up to six (6) eight-hour days sick leave each year for "personal leave" or "family care" leave days.

Article 21- Bereavement Leave

A. Employees may have three (3) eight-hour workdays leave of absence for each death in their immediate family for the purpose of bereavement and for the arranging of, and attendance at, the funeral. Immediate family means spouse, parent, grandparent, step-parent, child, step-child, brother, or sister.

B. If an Employee must attend a funeral more than five hundred (500) miles from the City, or if the death is to a member of the Employees extended family, then the Employee has the option to use up to three (3) eight-hour days of sick leave from his/her current sick leave balance in addition to any leave provided above.

C. The Employee may be required to submit proof of the relative's death before the final approval of leave with pay is granted.

Article 22 – Maternity Leave

A. Any full-time employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position, shall be entitled to a leave of absence without pay. Such leave shall not exceed ninety (90) calendar days, whether or not it is combined with sick leave, vacation, compensatory time off, and/or leave without pay.

B. The employee may request up to ninety (90) additional days of leave without pay subject to the approval of the City Council on recommendation of the Department Head and City Manager.

Article 23 – Unauthorized Leave

Unauthorized leave of absence is cause for immediate dismissal, in accordance with law.

Article 24 – Compensatory Time Off

A. Employees eligible for overtime pay may elect to receive compensatory time off (CTO) at the rate of time and one-half (1-1/2) in lieu of overtime pay.

B. Employees may have a maximum CTO credit of eighty (80) hours in any fiscal year period of July 1st through June 30th.

C. Employees shall be allowed to carry over a maximum of 40 hours of Compensatory Time Off (CTO) into the following fiscal year. The remaining compensatory time off accruals shall be paid out at the employee's current hourly rate of pay at the end of the fiscal year.

Article 25 – Military Leave

Full-time employees shall receive military leave benefits in accordance with State law.

Article 26 – Medical Examination

A. Any applicant being considered for appointment as a full-time probationary employee shall, prior to such appointment, undergo a physical examination performed by a licensed physician at City's expense.

B. Annually thereafter, each employee may undergo a physical examination at CITY's expense, to be performed by a licensed physician of employee's choice.

Article 27 - Retirement

A. Employees Hired Before May 1, 2012

For employees hired before May 1, 2012 only, the CITY shall provide employees with retirement coverage through the Public Employees' Retirement System (PERS) including the following:

1. Government Code Section 20965, Sick Leave Service Credit, and

2. Government Code Section 21354.4 2.5% @ 55 Full and Modified Formula

B. Employees Hired on or After May 1, 2012 and Before January 1, 2013, or Employees Who Qualify for Pension Reciprocity

For employees hired on or after May 1, 2012 and before January 1, 2013, as well as for employees who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c) and any related reciprocity requirements established by PERS, the City shall provide retirement coverage through the PERS retirement formula under Government Code Section 21353 (2% @ 60). The formula shall be based upon a 3 year average salary. The City also shall provide credit for unused sick leave pursuant to Government Code Section 20965.

C. Employees Hired on or After January 1,2013

For employees hired on or after January 1, 2013 who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c), the City shall provide retirement coverage through the PERS retirement formula under Government Code Section 7522.20 (2% @ 62). This formula shall be based upon a 3 year average salary. The City also shall provide credit for unused sick leave pursuant to Government Code Section 20965.

D. Employee Contributions

All employees shall pay the full employees' share of Public Employees' Retirement employee contribution as determined by PERS; the City shall not pick up any portion of the required employee contribution.

Article 28 – Medical Benefits

Regular or probationary full time employees are members of the Public Employees Medical and Hospital Care Act ("PERS Health") insurance program. The CITY's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be the minimum payment required by the Public Employees Medical and Hospital Care Act.

Flexible Benefits Plan - Regular or probationary full-time employees may participate in the flexible benefits plan. The City shall offer an Internal Revenue Code Section 125 Plan, which contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account

A. Effective January 1, 2012, the CITY shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

1. 100% of the Dental Plan monthly premium amount, less the 10% employee contribution, paid through a payroll deduction.

2. 100% of the Medical Plan monthly premium amount for any eligible CalPERS

plan, less the minimum premium payment required by PERS and less the 10% employee contribution, paid through a payroll deduction.

B. An employee may use any and all CITY contributions to Section 125 Plan toward the cost of employer-provided PERS Medical health insurance and Dental insurance for the employee and eligible dependents. An employee may not use funds for other reasons.

C. Share the Savings Program

The CITY shall provide three hundred dollars ($300.00) per month to any employee who meets the following criteria:

1. Declines the CITY sponsored Medical Coverage and

2. Provide the CITY with acceptable evidence of Medical Insurance from an alternate provider.

D. The CITY shall advise the Association prior to any change of the insurance carrier or method of funding coverage for any fringe benefits granted pursuant to this provision.

E. Affordable Care Act

At such time as regulations are issued implementing the Affordable Care Act ("ACA"). The City and the CPEA will meet to discuss the impact, if any, of such regulations on any benefit plan offered by the City. If modifications to the benefits, eligibility for coverage, employer or employee contributions to the cost of insurance or any other provisions of the benefits plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the CPEA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

Article 29 – Dental and Other Benefits

A. The CITY shall provide continued dental coverage for employees and qualified dependents, the entire premium to be paid in accordance with Article 28 during the term of this MOU.

B. The CITY shall make available a vision care plan for its employees and dependents. The CITY shall not contribute to the premium for this coverage. This plan is provided as an employee option. The CITY has the option of changing plans or providers, however, prior to making any such change, the CITY shall notify the ASSOCIATION and discuss the reasons for the change.

C. The CITY shall make available an orthodontist plan for its employees and dependents. The CITY shall not contribute to the premium for this coverage. This plan is provided as an employee option.

D. The CITY shall advise the Association prior to any change of the insurance carrier or method of funding coverage for any fringe benefits granted pursuant to this provision.

Article 30 – Life Insurance

CITY shall provide life insurance coverage for each employee covered by this MOU at a minimum amount of Fifty Thousand Dollars ($50,000), or one year's base salary whichever is greater to include a double indemnity provision.

Article 31 – Uniforms and Equipment

A. All full-time maintenance and plant personnel shall be issued, at CITY's expense, the following items:

4 shirts and nametags (**)
4 trousers (***)
1 safety helmet (hat)
2 pair safety boots or shoes
1 seasonal jacket with removable liner
1 set rain gear (tops and bottoms)
1 pair rain boots and/or hip boots
1 coverall
1 pair work gloves

**In place of 4 button-down shirts, 8 T-shirts (not to exceed $175) may be purchased.

***To allow flexibility, instead of 4 trousers and one pair of coveralls, the employee may choose to have 5 trousers and no coveralls. Treatment plant operators may have two additional trousers.

B. Uniform Cleaning and Replacement

1. Employees shall bear cost of cleaning and maintaining items issued, except as otherwise required by law. CITY shall bear cost of issued items for replacement, subject to authorization by the Department Head.

2. Cost of replacement or repair of issued items as a result of employee neglect shall be borne by the employee.

3. Every employee subject to this MOU shall return to the Department Head, on termination of employment, all items issued.

4. The Department Head may issue items to any or all employees covered by this MOU, when it is found that the employee's safety or health is being compromised.

5. The Department Head may add or subtract items and quantity issued, when it is found that the job classification warrants.

6. The Department Head shall select uniform design, color and uniform patches, nametags, or other means of identification.

Article 32 – Tuition Reimbursement

Tuition reimbursement shall be provided for as specified in the CITY Personnel Rules and Regulations.

Article 33 – Grievance Procedures

A. Grievances: An allegation by any regular employee that the employee has been adversely affected by a violation of a specific provision of the MOU, Department Policies and Procedures, Personnel Rules and Regulations and/or established procedures.

B. Grievant: Is the Association or any regular employee adversely affected by a violation of a specific provision of the MOU, Department Policies and Procedures, Personnel Rules and Regulations and/or established procedures.

C. Workday: A workday is any day the CITY offices are regularly open for business.

D. Personnel Director: The Personnel Director shall be the City Manager or his/her designee.

1. General Provisions
   a. Time limits may be waived by mutual written agreement of the parties.
   b. If the City does not meet the time limits, the grievance may be advanced to the next step at the option of the party waiting for the response.
   c. A grievant may be represented by a representative of his/her own choice at any step in the presentation of his/her grievance.
   d. No reprisal shall be taken against any employee for the legitimate use of this procedure.
   e. Any grievance not timely filed or appealed within specified time limits, shall be null and void.

2. Procedure

The following procedure shall be followed in presenting a grievance:

a. The timelines set forth hereinabove are mandatory. Failure to comply with such timelines, as set forth herein shall terminate the rights granted hereunder.

b. Within fifteen (15) workdays of the occurrence or within 15 days of when the employee should have reasonably known of the event-giving raise to the grievance, the employee shall discuss the grievance with the immediate supervisor.

c. If, after discussing the grievance with the supervisor, the employee is still dissatisfied, the employee may file a written grievance with the Department Head, provided such written grievance is filed within ten (10) workdays of the meeting referred to in Article 33.D. 2.b.

d. The written grievance shall set forth a clear statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

e. A written decision within ten (10) workdays shall be communicated to the employee. If the response is not made within the time limits, or if the employee is still dissatisfied, the employee may appeal in writing to the City Manager or designee.

f. If the employee is still dissatisfied, the employee may request the City Manager to set up a mediation session.

g. A State Mediator shall mediate the dispute according to the normal rules governing mediation and shall provide the City Manager and grievant with a written recommendation.

h. An Employee appealing to the City Manager or designee shall file a written appeal within ten (10) workdays of notice of the decision referred to in Article 33.2 e. within ten (10) workdays of the lapse of the time limits within which the written decision was required. The City Manager may also set the matter for a grievance hearing. The City Manager or designee shall communicate his decision in writing within ten (10) workdays of receiving or the holding of a grievance hearing, whichever is longer.

i. City Manager's action shall be final and binding as there shall be no further review.

Article 34– Layoff and Abolition of Position

Please see Section 11 Layoff and Re-Employment of the CITY Personnel Rules and Regulations

Article 35 – Personnel Rules and Regulations

The Articles of this MOU are also covered in the CITY Personnel Rules and Regulations. It is the intent of the parties that the provisions in both the CITY Personnel Rules and Regulations and the MOU be the same. If there is conflict between the two, the provisions of this MOU shall prevail over the CITY Personnel Rules and Regulations.

Any specific reference to a section of the CITY Personnel Rules and Regulations in this MOU is subject to review under Article 33 Grievance Procedures and may not be modified without mutual agreement of the ASSOCIATION except during MOU negotiations.

Article 36 – Labor/Management Committee

The Labor/Management Committee will consist of two (2) representatives selected by the CITY and two (2) representatives selected by the ASSOCIATION. The Labor/Management Committee shall meet, as necessary, to discuss issues regarding the Labor/Management relationship and working conditions.

Article 37 - Signatures

In witness whereof, the parties have caused their authorized representatives to execute this MOU as a mutual recommendation to the City Council of the City of Calistoga this FEBRUARY 5, 2016.

CITY OF CALISTOGA

Michael Kirn
Interim City Manager

CALISTOGA PUBLIC EMPLOYEES' ASSOCIATION

Ben Zacharia
Vice-President

Richard Reed
Labor Negotiator

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CITY OF CALISTOGA	CALISTOGA PUBLIC EMPLOYEES' ASSOCIATION
_____	_____
Michael Kirn Interim City Manager	Ben Zacharia Vice-President
	Richard A. Reed Richard Reed Labor Negotiator