

# **City of Calistoga**

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF CALISTOGA**

**And**

**CALISTOGA PUBLIC EMPLOYEES' ASSOCIATION**

**JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**

**2023 - 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 following full time job classifications:

- Accounting Assistant
- Administrative Assistant
- Administrative Services Technician
- Assistant Engineer
- Assistant Planner
- Associate Planner
- Building Inspector
- Chief Plant Operator (Water and Waste Water)
- Maintenance Technician I
- Maintenance Technician II
- Permit Technician
- Plant Operator I
- Plant Operator II
- Recreation Coordinator
- Senior Accounting Assistant
- Senior Maintenance Technician
- Senior Plant Operator
- Water Conservation Technician

Such representation being subject to and qualified by employee rights under applicable State and Federal law.

## **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 the recognized employee organization 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 the recognized employee.

Employees designated as confidential may not be officers of the Association. Further, ASSOCIATION members shall 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 – Dues**

Employees may sign up for Payroll Deduction of Association Dues with the ASSOCIATION. The ASSOCIATION will certify changes or new authorizations for dues deductions from members of the ASSOCIATION in an electronic data file to be transmitted to the CITY's Administrative Services Department – payroll unit. If an employee opt for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:

1. The last day of the last pay period following the transfer, promotion or demotion of the employee to a different bargaining unit; or

2. Until the end of the pay period following notification from the ASSOCIATION to the CITY to cease deducting dues, or a later date as specified by the ASSOCIATION (to coincide with the end of a pay period).
3. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for the entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over dues
4. The ASSOCIATION, in consideration for and as a condition of the CITY withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB866 shall hold harmless and indemnify the City of Calistoga, its officers and employees from any liability that may arise from making, canceling or changing requested deductions.
5. *Employee Orientation:* City shall provide a written statement to each new bargaining unit employee that the classification is part of a bargaining unit represented by an Association, and the name of a representative of the Association. City will provide the ASSOCIATION President not less than ten (10) days notice of the onboarding orientation meeting held between CITY's human resources representative(s) and new bargaining unit employees, including the date, time and location of the orientation meeting. If a bargaining unit employee's first day of work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow a Business Representative of the ASSOCIATION and/or outside labor representative to spend up to fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. A bargaining unit member attending the onboarding orientation meeting as the ASSOCIATION representative shall be given paid release time sufficient to cover the ASSOCIATION's presentation and related travel time. The ASSOCIATION will provide the human resources representative with the name(s) of any bargaining unit members who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.

To the extent required by Government Code Section 3558, CITY shall provide the ASSOCIATION President with a list of names and contact information (listed below) for any newly hired unit member within thirty (30) days of the date of hire or by the first pay period of the month following hire. CITY shall also provide the ASSOCIATION a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and

- Work, home and personal telephone numbers and personal email addresses on file with the City.

#### **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**

This Memorandum of Understanding shall be in effect the later of January 1, 2023 or on the date it is adopted by the City Council, except those provisions of this Memorandum of Understanding which have been assigned other effective dates, and shall remain in full force and effect up to and including December 31, 2025.

#### **Article 9 – Successor MOU**

The parties agree to begin successor MOU negotiations one hundred fifty (150) to one hundred eighty (180) days prior to the expiration of the current MOU.

#### **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.

- B. The Association's principal authorized agent shall be the President of the Calistoga Public Employees' Association.

#### **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. Monthly salaries shall be provided in accordance with ranges established for each position listed in **Appendix A**.
- B. An employee who is demoted to a position in a class having a salary range lower than the class or position from which he/she was demoted from shall receive the highest salary step in the new classification that does not exceed his/her rate of pay immediately prior to the demotion. The employee shall retain the same anniversary date.
- C. 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.

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#### **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 January 1, 2016, 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 January 1, 2016 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. Approved alternative schedules may deviate from this standard.
- 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 January 1, 2016, 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. Plant Operators who are on stand-by will receive one hour of pay for any wake up or any call even if they did not need to respond. If there is a second call during that one (1) hour period no additional premium would be due. If, in the event there are five (5) calls and they are (only an example) one and one half hours apart, there shall be a premium call out for each one. This will not have any impact on the compensation the on-call person receives for being on stand-by.

**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
Juneteenth Day	June 19
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. Following the completion of the fifth (5<sup>th</sup>) year of City service and prior to the beginning of each calendar year, an employee wishing to cash out sick leave may make such a request before the end of the current calendar year. The maximum cash out of sick

leave is the lesser of ninety-six (96) hours or the employee's projected December 31<sup>st</sup> sick leave balance less one hundred twenty (120) hours (December 31<sup>st</sup> of the same calendar year as the submittal for the sick leave cash out). This election shall be irrevocable. Payment will be made before December 31<sup>st</sup> of the next calendar year, but no sooner than at the time the employee has accrued the number of sick leave hours requested to be cashed out at the rate of twenty-five percent (25%) of the covered employee's then existing wage.

2. 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.
  3. 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. 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.
- C. 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.
- D. Up to forty-eight (48) hours of sick leave may be used per calendar year to care for members of the employee's immediate family who are ill or injured. Immediate family means:
- Father
  - Mother
  - Father in-law
  - Mother in-law
  - Stepparent where there is a child rearing relationship
  - Grandparent
  - Brother
  - Sister
  - Brother in-law
  - Sister in-law
  - Spouse
  - Domestic partner
  - Child
  - Employee is a parent in a child rearing relationship
  - Stepchild where there is a child rearing relationship
  - Grandchild
- E. 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.

- F. 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.
- G. 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).
- H. 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.

**Article 21- Bereavement Leave**

- A. In the event of a death in the immediate family of an employee, the employee shall, on request, be granted time off with pay as necessary to make arrangements for the funeral and attend same, not to exceed three work days. Such bereavement leave shall not be deducted from any accrued leaves including vacation, compensatory time off and sick leave. The employee may use five (5) days of sick leave (if available; otherwise vacation if available then compensatory time off) in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member.
- B. For purposes of this provision, the immediate family shall mean:
  - Father
  - Mother
  - Father in-law
  - Mother in-law
  - Stepparent where there is a child rearing relationship
  - Grandparent
  - Brother
  - Sister
  - Brother in-law
  - Sister in-law
  - Spouse
  - Domestic partner
  - Child
  - Child where the employee is a parent in a child rearing relationship
  - Stepchild where there is a child rearing relationship
  - Grandchild
- 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 – Family and Medical Leave**

Please see Section 10.06 of the CITY's Personnel Rules and Regulations.

**Article 23 – Unauthorized Leave**

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

**Article 24 – Overtime**

- A. All FLSA non-exempt employees shall receive overtime pay computed at one and one-half (1.5) their regular rate for all hours worked by the employee in excess of amounts in a designated work period as specified by the FLSA. Overtime hours shall be paid to the nearest quarter hour of time worked. Official City holidays shall be considered as actual hours worked for purposes of computing overtime eligibility. Vacation, sick, compensatory time shall not count as actual hours worked for computing overtime. Except in case of emergency, overtime must be pre-authorized by the City.
- B. FLSA exempt employees are not covered by the overtime provisions and are not eligible for overtime pay.
- C. FLSA non-exempt employees that are required to work in excess of a full-time employee’s normal work day (e.g., 8, 10, 12 hours per work day) will be entitled to overtime at one and one-half (1.5) their regular rate for all hours worked in excess of that full-time employee’s normal work day.

**Article 25 – 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 26 – Military Leave**

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

**Article 27 – Medical Examination**

Each calendar year the City will reimburse an employee for out-of-pocket costs of an annual physical examination and/or cancer screening up to an aggregate of two hundred fifty dollars (\$250).

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## **Article 28 - 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 29 – 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.
3. 100% of the Vision Plan monthly premium amount, less the 10% employee contribution, paid through a payroll deduction. Mandatory for all employees and is effective March 1, 2022.

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 four hundred dollars (\$400.00) 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 30 – Dental, Vision 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 qualified dependents. The entire premium to be paid in accordance with Article 28 during the term of this MOU. 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 31 – 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 32 – 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 33 – Tuition Reimbursement**

- A. The tuition reimbursement program is intended to:
- Encourage Employees to continue their education in order to meet present and future needs of City service.
  - Increase effective work performance and Employee efficiency.
  - Facilitate promotion from within.
  - Attract to city service persons of superior ability and potential for advancement.
- B. Eligible courses. Courses must relate to the Employee’s job assignment or be job-oriented, and must be offered by a qualified training institution. In general, qualified training institutions are those colleges or universities which offer accredited coursework transferable to other academic institutions. However, professional skills-building workshops, institutions, or seminars which are not usually transferable will be covered if they provide continuing education units or are offered by an institution recognized by a specialized accrediting body in a professional field. Any other professional training not offered by an accepted accredited or licensed agency must be offered by or under the direction of a recognized professional organization in the applicant’s occupational field.
- Training programs, such as workshops, institutes, seminars, and symposia which do not meet the above criteria and which are not intended for academic advancement are not covered under the program. These courses may be attended on City time at the discretion of the Department Head, and at City expense, which is budgeted for and administered by the employee’s department.
- C. Courses must be taken on the Employee’s own time unless otherwise authorized by the Department Head and the City Administrator.
- D. Each employee shall be eligible for a maximum reimbursement each year from a budgeted City-wide fund, subject to availability of monies remaining in said City-wide fund. The individual employee yearly maximum shall be \$250.00.
- E. Reimbursement will be made in the following manner:
- Prior to enrolling in a course, an Employee must secure Department Head approval that the course work is job-related and submit to the department a proposed estimated expenditure request. If the Department Head denies an Employee request, the Employee may appeal the denial to the City Administrator.
  - Upon conclusion of the course work, the Employee must submit proof of a “C,” “pass” or other appropriate notice of successful course completion to his/her Department Head along with an expenditure claim for tuition, books, or other required course materials.
- F. This program is not intended to reimburse expenses that are provided through any other job relate training program for which other reimbursement is provided.

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## Article 34 – 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. 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 twenty-one (21) calendar days of the occurrence or within twenty-one (21) calendar 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 fourteen (14) calendar days of the meeting referred to in **Article 34.C. 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 fourteen (14) calendar days 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. An employee appealing to the City Manager or designee shall file a written appeal within fourteen (14) calendar days of notice of the decision referred to in **Article 34.2.e.** within fourteen (14) calendar days 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 fourteen (14) calendar days of receiving or the holding of a grievance hearing, whichever is longer.
- g. If the employee believes that the grievance has not been resolved through the appeal to the City Manager/designee, the employee may appeal the grievance to a hearing before a third party, neutral arbitrator for advisory arbitration. Such appeal shall be concurrently filed by the employee to the City's City Manager and the Association's President.

Within fourteen (14) calendar days following receipt of the appeal for advisory arbitration, either the City Manager/designee or Association President/designee shall request a list of seven (7) arbitrators to be supplied by the State of California Mediation and Conciliation Service. The City Manager/designee or Association President/designee may mutually select one (1) arbitrator from the said supplied list or shall select one from the list by, after a toss of a coin (with the winner of the coin toss to decide which party shall move first), alternately striking names until one name remains. That person remaining shall serve as the arbitrator.

The fees of the arbitrator and of a court reporter, if any, shall be shared equally by the City and the employee. Each party shall be responsible for its own costs, including the costs of their advocates.

A hearing before the arbitrator shall be held within sixty (60) calendar days of the selection of the arbitrator, unless the selected arbitrator's schedule does not so permit. If the selected arbitrator's schedule does not so permit, either the parties shall mutually agree to extend the date of the hearing or, absent such mutual agreement, the selected arbitrator shall be the individual last struck before the arbitrator who is not timely available. This process shall continue until either a) the arbitrator is available to hold the hearing timely; or b) the parties mutually agree to a time extension; or c) none of the seven arbitrators are timely available and, if so, then the first arbitrator (i.e., the arbitrator whose name was not stricken from the listing of seven and thus contacted first) shall be the arbitrator (and notwithstanding the arbitrator's inability to hold the hearing within sixty calendar days).

The arbitrator's recommended decision shall be concurrently filed with the City Manager/designee, Association President/designee and the employee.

- h. Following the grievance arbitration hearing, the City Manager shall have thirty (30) calendar days following receipt to accept or reject the arbitrator's recommended decision. If the City manager does not act within the thirty (30) calendar days then the arbitrator's recommended decision is deemed adopted. In the event the City Manager rejects the arbitrator's recommended decision, then the decision of the City Manager shall be final and the City shall pay one hundred percent (100%) of the

fees of the arbitrator and court reporter (i.e., fees of the arbitrator and court reporter are no longer equally shared between the City and the employee).

### **Article 35 – Probationary Period**

The probationary period shall be regarded as part of the selection process and shall be utilized for the purpose of determining the Employee's ability to perform satisfactorily the duties prescribed for the position and determining the Employee's ability to work with other employees.

- A. Length of Probation: All initial and promotional appointments shall be tentative and subject to a probationary period of actual City service. The probationary period shall not include time served under any temporary appointment. The length of the probationary period for employees shall be twelve (12) months.
- B. The City Manager may establish probationary periods of longer term by class, by department, or City-wide. Such longer-term probationary periods shall be based on the needs to adequately assess an Employee's on-the-job performance following of an orientation and/or training period.
- C. Extension of Probation: the probationary period of an individual employee may be extended by the City Manger, upon the request of the Department Head, for a period not to exceed an additional six (6) months. Approval of such extension by the City Manager shall be in writing with notification to the Employee involved prior to the end of the probationary period.
- D. Rejection During Probation: During the probationary period, an Employee may be rejected at any time by the Department Head without cause and without the right of appeal. The Department Head shall notify the City Manager in writing of the intention to reject an Employee during probation. Upon approval, the Department Head shall provide prompt notification to the Employee involved.
- E. Rejection Following Promotion: An Employee rejected during the probationary period following a promotional appointment shall be reinstated to a position in a former classification from which the Employee was promoted. However, if the cause for not passing probation was sufficient grounds for termination, the Employee shall be subject to termination without reinstatement to the lower position. Such termination shall be subject to the disciplinary procedures.
- F. Promotion During Probation: While serving a probationary period, an Employee may be promoted to a position in a higher class provided the Employee is certified from the appropriate Eligible List in accordance with the Personnel Rules. If an Employee is promoted during the probationary period, the Employee shall serve a new complete probationary period for the new class beginning with the date of appointment to the new class.
- G. Leaving During Probation: In the event probationary Employee takes an approved unpaid leave of absence of thirty (30) or more calendar days during his or her probationary period, the City Manager may, upon the recommendation of the Employee's Department Head, extend the probationary period for an equivalent period.
- H. Completion of Probationary Period: Prior to the completion of the probationary period, the Employee's Supervisor shall complete, and the Department Head shall review and approve,

a performance evaluation to ascertain whether the probationary employee may become a regular Employee of the City.

### **Article 36 – Layoff and Abolition of Position**

A. *Authorization:* The City Manager may lay off, without prejudice, any regular Employee because of lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect five (5) days after the receipt by the Employee of a notice in writing of the proposed layoff action.

B. *Order of Layoff.*

1. Layoff shall mean a termination of employment resulting from changes in duties or organization, abolition of position, shortage of work or funds, or reorganization.
2. The appointing authority may lay off employees for any reason stated in **Paragraph A** hereinabove, which requires the reduction of the work force of the City. The name of any employee so released shall be placed on an appropriate re-employment eligibility list. The City Manager or designee shall notify the employee affected by the intended action, at least fourteen (14) calendar days before the effective date. Employees laid off pursuant to this section shall have the right of appeal.
3. Order of Layoff. In each classification in which a layoff is to occur, employees shall be laid off in the following order:
  1. All temporary employees
  2. All part-time employees
  3. All probationary employees
  4. Regular employees

Order of layoff shall not be based in any manner upon seniority, but rather upon merit as evidenced by evaluations and subject to meet and confer between City and Association.

4. The City Council may abolish for cause any position of employment by amendment of the appropriate schedules of positions and employments. Employees transferred, demoted or laid off because of the abolishment of positions shall have the right of appeal.
5. The effective date of abolishment of the position occupied by an employee shall be at least thirty (30) days after the act of abolishment. The City Council may, by declaration of an emergency, modify the effective date.
6. At least fourteen (14) calendar days prior to the effective date of such abolishment, the City Manager or designee shall notify the employee affected of the intended action and the effective date.
7. When reduction of personnel is generally indicated, positions shall be vacated on decision of the City Manager, who shall take into consideration the administrative needs of the City, as well as maintenance of the public peace, health, safety and welfare.

- C. *Return to Former Class*: In the event of a layoff, Employees who have been promoted during their service with the City may bump back one classification in their career series to a position they formerly held if there is an Employee in the lower classification with less seniority than the Employee who wants to bump.
- D. *Seniority Defined*: For purposes of this provision, seniority shall be defined as the number of months of paid service since the Employee's most recent hire date with the City.
- E. *Order of Reemployment*: Employees on a layoff re-employment list shall have preference over new hires. Employees on a layoff shall be offered re-employment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the Employee to perform the offered employment.
- F. *Notice of Reemployment*: The City shall give the Employee reasonable advance notice of the opportunity for re-employment. Employees recalled to work shall return to work at the time specified by the City. Any laid off Employee who refuses an offer of employment to the classification from which they were laid off or who fails to report to work shall be considered as having resigned. Upon re-employment the employee shall return to the benefit accrual level at time of layoff.

**Article 37 – 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 as may be permitted by law (e.g., following collective bargaining impasse; to meet the requirement under law or a court/adjudication body of competent jurisdiction).

**Article 38 – 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 39 - 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 December 20, 2023.

CITY OF CALISTOGA

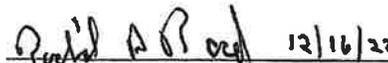


Laura Snideman  
City Manager

CALISTOGA PUBLIC EMPLOYEES' ASSOCIATION



Travis Bounsall  
President



Richard Reed  
Labor Negotiator

12/16/22  
11:59 a.m.

**Appendix A**  
**Salary Schedule**  
**Calistoga Professional Employees' Association (CPEA)**  
**Monthly**

1. The present monthly pay rate for represented classifications are:

Classification	Monthly-1	Monthly-2	Monthly-3	Monthly-4	Monthly-5	FLSA
Accounting Assistant	\$4,637	\$4,869	\$5,112	\$5,368	\$5,636	Non-Exempt
Administrative Assistant	4,991	5,240	5,502	5,777	6,066	Non-Exempt
Administrative Services Technician	5,368	5,636	5,918	6,214	6,525	Non-Exempt
Assistant Engineer	7,194	7,553	7,931	8,328	8,744	Non-Exempt
Assistant Planner	7,126	7,481	7,855	8,248	8,661	Non-Exempt
Associate Planner	7,855	8,248	8,661	9,094	9,548	Non-Exempt
Building Inspector	6,370	6,688	7,022	7,373	7,742	Non-Exempt
Chief Plant Operator (Water & Wastewater)	7,668	8,052	8,454	8,877	9,321	Non-Exempt
Maintenance Technician I	4,637	4,869	5,112	5,368	5,636	Non-Exempt
Maintenance Technician II	5,112	5,368	5,636	5,918	6,214	Non-Exempt
Permit Technician	5,112	5,368	5,636	5,918	6,214	Non-Exempt
Plant Operator I	5,450	5,722	6,008	6,309	6,624	Non-Exempt
Plant Operator II	6,155	6,463	6,786	7,125	7,481	Non-Exempt
Recreation Coordinator	4,484	4,708	4,943	5,190	5,450	Non-Exempt
Senior Accounting Assistant	5,240	5,502	5,777	6,066	6,370	Non-Exempt
Senior Maintenance Technician	5,777	6,066	6,370	6,688	7,022	Non-Exempt
Senior Plant Operator	6,370	6,686	7,022	7,373	7,742	Non-Exempt
Water Conservation Technician	4,637	4,869	5,112	5,368	5,638	Non-Exempt

2. Effective the later of the beginning of the first full pay period following the City Council's adoption of the collective bargaining agreement or January 1, 2023, the base wages set forth in this **Appendix A, paragraph 1**, above, will be increased by six percent (6%).

3. Effective the later of the beginning of the first full pay period following the City Council's adoption of the collective bargaining agreement or January 1, 2023, the base wages of the following classifications shall be increased by the base wages set forth in this **Appendix A, paragraph 1**, above, by an additional percentage as stated below, and said percentage shall be additive (and not compounded) by the percentage specified in this **Appendix A, paragraph 2**.

- Plant Operator I 8.91%
- Plant Operator II 8.91%
- Senior Plant Operator 15.77%
- Chief Water Plant Operator 5.77%
- Permit Technician 5.00%
- Recreation Coordinator 8.00%
- Senior Maintenance Technician 5.00%

4. Effective the beginning of the pay period which includes January 1, 2024, the base wages set forth in this **Appendix A, paragraph 3**, above, and for all other classifications not listed in **Appendix A, paragraph 3**, the base wages set forth in this **Appendix A, paragraph 2**, above, will

be increased by the San Francisco-Oakland-Hayward Consumer Price Index, all urban consumers (CPI-U) for the October 2023 twelve-month increase with such wage increase to be a minimum of two percent (2%) and a maximum of five percent (5%).

5. Effective the beginning of the pay period which includes January 1, 2025, the base wages set forth in this **Appendix A, paragraph 4**, above, will be increased by the San Francisco-Oakland-Hayward Consumer Price Index, all urban consumers (CPI-U) for the October 2024 twelve-month increase with such wage increase to be a minimum of two percent (2%) and a maximum of five percent (5%).
6. The hourly rate is calculated by multiplying the monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

**SIDE LETTER OF AGREEMENT**

**To the Memorandum of Understanding  
Between the City of Calistoga and the Calistoga Public Employees' Association  
Regarding Biweekly Pay Periods**

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Public Employees' Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

WHEREAS, employees are presently paid bimonthly (twice monthly) with the first pay period of the first of the month through the fifteenth (employees paid on approximately the fifteenth) and the second pay period from the sixteenth through the end of the month (employees paid on approximately the last day of the month); and

WHEREAS, every pay period employees need to estimate the hours worked from the due date of timesheets (typically four days prior to the end of the pay period) and such estimations may be inaccurate due to additional hours worked or the use of paid time off (e.g., using vacation, sick leave, compensatory time off); and

WHEREAS, the CITY wishes to pay employees on a biweekly (every other week) basis, subject to the agreement between all of the City's represented employee associations.

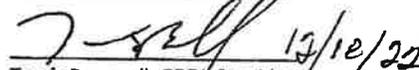
Now, therefore, the parties agree as follows, effective October 1, 2023:

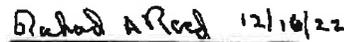
- Timesheets and paychecks will be on a biweekly basis and no longer on bimonthly basis.
- Employees shall be paid on the Friday following the close of the pay period (i.e., first paycheck will be October 20, 2023 and then every two weeks thereafter).
- As a transition from bimonthly to biweekly paychecks, an employee may borrow one thousand five hundred dollars (\$1,500.00) payable through the City's accounts payable process, with employee repayment of five hundred dollars (\$500) as a payroll deduction taken over the second paycheck in October 2023, the first paycheck in November 2023, and the second paycheck in November 2023. An employee who participates with this transition loan shall sign a promissory note which shall include repayment from the employee's accrued leave payouts should the employee separate from CITY employment prior to full repayment of the transition loan.
- The annual leave accruals (e.g., sick leave, vacation) will be maintained at the same annual amounts and will be recalculated from based on 24 bimonthly accruals to based on 26 biweekly accruals.
- The City may elect to not implement this Side Letter Agreement if all three of the CITY's bargaining units have not agreed to the change of biweekly timesheets and paychecks.

For the CITY

  
Laura Snideman, City Manager

For the ASSOCIATION

  
Travis Bounsall, CPEA President

  
Richard Reed

Labor Negotiator

Reed & Associates

**SIDE LETTER OF AGREEMENT**

**To the Memorandum of Understanding  
Between the City of Calistoga and the Calistoga Public Employees' Association  
Regarding Lump Sum Payment for Early Settlement**

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Public Employees' Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the City's receipt of the signed, ratified Memorandum of Understanding, employees as of December 1, 2022 shall receive the following lump sum payment within three pay periods following the CITY's said receipt.

- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services on or before noon of December 16, 2022, then the employees shall receive a lump sum payment of one thousand dollars (\$1,000).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after noon of December 16, 2022 but on or before December 30, 2022, then employees shall receive a lump sum payment of six hundred dollars (\$600).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after December 30, 2022 but on or before January 17, 2023, then employees shall receive a lump sum payment of three hundred dollars (\$300).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after January 17, 2023, then there shall be no supplemental payment to the employees under this Side Letter Agreement.
- It is the parties intent that there shall be only one (1) lump sum payment dependent on the soonest date the signed, ratified Memorandum of Understanding is returned to the Director of Administrative Services.
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. Temporary employees do not qualify for any lump sum payment.

For the CITY



Laura Snideman, City Manager

For the ASSOCIATION

  
Travis Bounsall, CPEA President

12/18/22

Richard A Reed 12/16/22  
Richard Reed  
Labor Negotiator  
Reed & Associates