

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CITY OF RIO VISTA**  
**AND**  
**RIO VISTA MISCELLANEOUS EMPLOYEES ORGANIZATION**

JULY 1, 2010 TO JUNE 30, 2011

## UNDERSTANDING AND AGREEMENTS

### ARTICLE I – RECOGNITION

The City of Rio Vista recognized the Rio Vista Miscellaneous employees Organization (hereinafter “R.V.M.E.O.”), affiliated with Operating Engineers Local No. 3 (hereinafter “OE3 or the Union”), as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code section, 3500 et seq. The Association and Union is the exclusive representative for those classifications enumerated in Appendix “A” attached hereto and incorporated as part of this agreement.

### ARTICLE II – CHECK-OFF AND ORGANIZATIONAL SECURITY

- A. CHECK OFF: Operating Engineers Local No. 3 shall have the sole and exclusive right to have membership dues, initiation, and/or service fees deducted for employees in the bargaining unit by the City. The City shall pay to the designated payee within fifteen (15) days of the deduction of all sums so deducted.
- B. INITIAL DUES DEDUCTION: The City shall deduct in accordance with the OE3 dues and service schedule, dues from the wages of all employees who are members of OE3 on the date of the execution of this agreement, and who have submitted dues authorization forms to the City.
- C. The City shall deduct dues, in accordance with the dues and service fee schedule established by OE3 from the wages of all employees who, after the date of execution of this agreement, become members of OE3 and submit to the City a dues authorization form.
- D. DUES REVOCATION: The City shall immediately notify the OE3 Business Representative if any member revokes a dues authorization.
- E. FAIR SHARE FEE DEDUCTION: Each employee in the unit who fails voluntarily to acquire or maintain membership in OE3 shall be required as a condition of continued employment, beginning on the thirtieth (30) day following the beginning of such employment or on the sixtieth (60<sup>th</sup>) day after the effective date of this Agreement, whichever occurs later, to pay to OE3 a service fee as a contribution toward the Administration of this Agreement and the representation of such employee. The service fee shall be in the same amount and payable at the same time as OE3 regular dues, exclusive of any initiation fees. OE3 will notify each member of the unit of the amount of dues or fee payable. The City will deduct such dues or charges from the salary of each employee in the unit as indicated by OE3. OE3 agrees to provide the City with all information as required per the Hudson decision.

- F. RELIGIOUS OBJECTION: If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that employee's paycheck and paid to a bona fide nonprofit charitable organization on behalf of the employee. The city shall designate three (3) such organizations (i.e. Cancer Society, Lung Association, etc.) on an annual basis.
- G. HOLD HARMLESS CAUSE: OE3 shall indemnify and hold the City, harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

### **ARTICLE III – EMPLOYEE RIGHTS**

RIGHT TO BE INFORMED: All employees have the right to expect that they will be fully informed as to their duties and responsibilities; that they will be provided with adequate administrative and supervisory direction; that they will be informed as to how well they are performing their duties; that they will be encouraged and helped to improved their level or performance; that promotions will be made in a fair and impartial manner; and that they will not be dismissed without justification.

### **ARTICLE IV – REDUCTION IN WORK FORCE**

In the event that a reduction in the work force is necessary, the City Manager, his or her designee, or any other member of the City's negotiating team and the R.V.M.E.O./Union shall meet and confer.

### **ARTICLE V – NO DISCRIMINATION**

- A. Any change in the City's policies and practices regarding nepotism shall be preceded by a meeting and conferring in good faith with the R.V.M.E.O./Union.
- B. No employee shall be demoted or dismissed, or in any way favored or discriminated against because of age, sex, national origin or religion and to the extent prohibited by law, no employee shall be discriminated against because of physical disability.
- C. Neither the City nor the R.V.M.E.O./Union shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their rights to engage or not to engage in any activities pursuant to Section 3500 et seq. of the Government Code.

### **ARTICLE VI – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The RVMEO/Union recognizes and agrees that the City of Rio Vista City Council, on its own behalf and on the behalf of the electorate of the City of Rio Vista through its bona fide agents, retains and reserves unto itself, limited only by Articles of this Agreement,

all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitution of the State of California and of the United States.

- B. The R.V.M.E.O./Union recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the City of Rio Vista City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of the Agreement.
- C. The R.V.M.E.O./Union recognizes and agrees that the City of Rio Vista City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchase of products or services; the right to introduce new, or improved methods and facilities and, to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.
- D. Any material conflict between this Agreement and approved policies and procedures shall be resolved by the meet and confer process by the City Manager and the R.V.M.E.O./Union until such resolution, the current approved MOU shall take precedence.

Both parties to this Agreement acknowledge that the City has retained the services of a private firm to recommend revisions to the personnel policies currently in force. Recognizing that a final draft of the revised policies will not be completed prior to the date that this Agreement is approved, both parties agree to meet and confer for the purpose of achieving agreement on the revisions. Upon adoption of the revised policies, those policies shall prevail.

#### **ARTICLE VII – SUPPORT OF AGREEMENT**

- A. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the R.V.M.E.O./Union is the exclusive representative and which is within its scope of representation.
- B. The R.V.M.E.O./Union agrees to negotiate only with the representative(s) officially designated by the City to act on its behalf.

#### **ARTICLE VIII – SALARY**

- A. Beginning on July 1, 2008, July 1, 2009 and July 1, 2010 no wage adjustment shall be made to any member covered by this agreement.

- B. LONGEVITY: A longevity step increase after each ten year period of service may be granted if consistently satisfactory performance has been exhibited by the employee. It shall be the duty of the City Manager and City Department Head to document such performance. Longevity steps are revocable when consistent satisfactory performance is not maintained. Employees whose longevity increase has been revoked will not be considered eligible for reconsideration for two years. The granting or revocation of a longevity step increase shall not change the employee's anniversary date.
- CE. CERTIFICATION INCENTIVE PAY: The Parties expressly agree to re-open negotiations on the issue of certification pay to resolve (a) what certifications will be compensated and at what rate, (b) how to address the concept of "pyramiding" certifications; and (c) how to address situations where some employee, but not all in a given classification, is required by law to hold a particular certificate, but no one voluntarily obtains it. The parties intend to meet and confer on the certification issue beginning July 1, 2005.

#### **ARTICLE IX – APPOINTMENTS AND PERFORMANCE EVALUATIONS**

- A. TRANSFER: An employee may be transferred from a class in one department to a position of the same or similar class in the same or another department. Such transfer does not result in a loss to the employee of accumulated vacation or sick leave.
- B. DEMOTION: A position may be filled by demotion of an employee in accordance with the rule on layoffs.
- C. FITNESS FOR DUTY EXAMINATION: The parties to this agreement mutually recognize the importance of protecting employees from the aggressive or hostile behavior, and the unsafe actions, of other employees. To that end, the City may direct an employee to report for a fitness for duty examination from a qualified counselor and/or medical professional. If in the judgment of an employee's department head or other senior management employee of the City, that employee is impaired to the extent that such impairment interferes with the ability of the employee to perform assigned duties without undue risk of harm to the employee, the employee's coworkers or the public, the department head or other senior "management staff" may direct that employee to seek professional attention appropriate to the specific nature of the suspected impairment.

It shall be the responsibility of the City to bear the costs of fitness for duty examinations for which employees are directed to report. However, the City shall not be obligated to pay costs of treatment recommended by the examiner. Failure to report for a fitness for duty examination, as directed, shall be deemed insubordination.

In the event that an employee is directed to report for a fitness for duty examination, a duly elected representative of the employee bargaining unit shall be informed. However, the cause for referral will not be disclosed, except by the employee.

- D. PROBATIONARY PERIOD: Any candidate appointed to a position, including promotional appointments, shall be on probation for a period of twelve (12) months from the date of appointment. During this time, the Department Head shall appraise his or her conduct, performance, attitude, adaptability, and job knowledge and shall determine whether he/she is fully qualified for permanent status. The probationary period shall be regarded as part of the testing process and shall be utilized for observing closely the employee's work, for securing the most effective adjustment of new employee to his or her position and for releasing any probationer whose performance does not meet the required standards of work. The probationary period does not include time served under a temporary appointment. A period of time on leave totaling more than thirty (30) calendar days for any reason is not counted toward completion of the probationary period. The immediate supervisor shall prepare a report at the end of each six (6) month period covering the employee's performance and conduct and still review the report with the employee before submitting it to the Department head. The City Manager, upon written request by the Department Head, may grant an extension of the probationary period to a maximum of six (6) months beyond the normal end of the probationary period.
- E. RELEASE OF PROBATIONARY EMPLOYEE: Any probationary employee may be dismissed during the probationary period without cause. A dismissed probationary employee shall have no right of appeal.
- F. PROMOTIONAL APPOINTMENT: Any employee released during the probationary period following promotion shall be reinstated to the position from which he/she was promoted, unless the reasons for his or her release would be cause for dismissal from the City service, (wherein) in which case, said employee shall be entitled to all rights due under Article XXI (Discipline).
- G. PERMANENT APPOINTMENT: (Following Probation) The Department head shall notify the City Manager one month before expiration of an employee's probationary period. At least two (2) weeks before the expiration of the probationary period, the Department Head shall recommend rejection or permanent appointment. The City manager shall approve all permanent appointments.

## **ARTICLE X – HOURS OF WORK**

### **A. SCHEDULED WORK PERIOD**

1. For full time employees, the normal work period will be forty (40) hours worked within seven (7) consecutive days. Employees generally work eight (8) hours daily for five consecutive days per each calendar week. Nothing would preclude an employee from working an alternate shift arrangement (e.g. Four ten-hour days, etc.). However, he employee desiring said alternate schedule must submit a written request to his/her Department Head. The Department head, with approval of the City Manager may grant the request for said schedule.

2. The work week will begin on Saturday at 0001 and end of Friday at 2400 (midnight) of each week.
3. Full time employees receive twenty-six (26) payroll checks per year. Employees will receive payroll checks every two (2) weeks on alternating Fridays.
4. Work hours shall be computed to the nearest fifteen (15) minute increment.

**B. OVERTIME:**

1. The City agrees to compensate employees scheduled for forty (40) hours of work in a seven day work period, at the rate of one and one-half times the employee's regular rate for each hour of work required in excess forty (40) hours per work period.
2. All time on authorized sick leave, bereavement leave, jury duty or holiday status will be considered work performed for the purpose of computing overtime. Time off for vacation, compensatory time or military leave shall not be considered time worked for the purpose of computing eligibility for overtime compensation.

- C. FURLOUGH.** During the term of this agreement, all regular full-time employees agree to a non-paid furlough day per pay period. A furlough day shall consist of eight (8) hours and shall be taken off on the first Friday of the pay period.

If the non-paid furlough day falls on a City holiday, then the furlough day will occur on the preceding Thursday. During the period in which employees are furloughs without pay employee benefits, leave and other accruals will not be affected by the furlough schedule

**D. CALL BACK:**

1. All employees who are required to return to work outside of their normal working hours shall be compensated as follows:
  - a. The employee shall be guaranteed two (2) hours compensation at the overtime rate.
  - b. Any work performed in excess of two (2) hours shall be compensated at the actual number of hours at the applicable overtime rate.
2. If the callback time is not cancelled prior to the employee's arrival for duty, he/she shall be compensated for a minimum of two (2) hours at the overtime rate.
3. This item shall include an employee who is required to appear before, or attend a City of Department Board, committee, or any other function, with the following exception:

- a. If an employee requests a meeting, or appears as an applicant before any board, committee, etc. An employee shall not receive any type of compensation for this item.
  - b. If an employee is called back due to times or details missing from a report of enough importance that it cannot wait until his or her next assigned shift, the employee will not be compensated for a “call in” under this section. The employee will only be compensated at the applicable overtime rate or the actual time spent completing the report.
4. The compensation shall be pay or compensatory time at the option of the employee.
  5. All employees who, at their own discretion, place themselves in call back status shall submit a memorandum to their immediate supervisor explaining the necessity for the call back.
- E. **STAND-BY TIME:** All employees who are required by a directive from a first level supervisor or above, to remain available for duty are placed on “stand-by”. An employee on stand-by is restricted from travel to any area or location which would preclude his or her return to duty within one (1) hour. Stand-by pay shall also be paid when an employee is required to maintain telephone contact or pager contact at all times during such standby period. Stand-by time shall be compensated at a flat rate of \$50.00 per day for the time period that he/she is on “stand-by”.

An employee on stand-by status who is required to report to the work place shall not be eligible for call back pay, but shall be compensated for actual time worked. Time worked shall be computed from the time the employee arrives at the assigned work location until the employee is released from work.

## **ARTICLE XI – COMPENSATORY TIME**

Compensatory time off may be given in lieu of overtime pay; however, no more than 160 hours of compensatory time off may be accrued and available for use by classified employee. A request for compensatory time off shall be honored by the Department Head unless it would be disruptive to the department operations. Payments for accrued compensatory time off may be accrued made at any time and shall be paid at regular rate earned by the employee at the time the employee receives such payment.

## **ARTICLE XII – LEAVES**

**COMPUTING LEAVES:** Days off are based on 40 hours of work in a 7 day work period. Shifts such as five days of 8 work hours, four days of 10 work hours, or other variation to which management has agreed, shall result in the same number of days off per 40 hours of work performed so that no advantage or disadvantage is imposed by reason or work schedules. A day off is a standard 24 hour day in either case, earned as a result of a 40 hour week. If necessary to prorate to fractions of a day, the fraction of time off should relate to similar fractions of a 40 hour

week worked. For example, if an employee is on a 4-10 schedule, one day of leave would result in ten (10) hours being charged against the appropriate accrued leave balance.

A. SICK LEAVE:

1. All employees shall receive ninety-six (96) hours sick leave credit per year. Employees may accumulate unlimited sick leave. Sick leave may only be taken if it has been earned.
2. Sick leave is not a right which an employee can use at his or her discretion, but a privilege which is allowed only in the case of illness, death in the family, bodily injury, exposure to contagious disease, medical or dental appointments, or attendance upon seriously ill members of the employee's immediate family. To be paid for sick leave, an employee must notify his/her immediate supervisor within fifteen (15) minutes prior to the beginning of his or her assigned shift or fifteen (15) minutes after the beginning of his or her assigned shift. The Department Head may waive this requirement upon presentation of a reasonable excuse by the employee. The City Manager shall cause to be maintained sick leave records of all City employees.
  - a. While absent from duty because of sickness or disability, the employee shall remain at his or her residence or place of confinement unless as follows:
    - (1) To seek medical aid.
    - (2) To pick up medication.
    - (3) To travel to a place authorized by a physician.
  - b. No employee shall feign sickness or injury or deceive a representative of the City as to his or her real condition.
3. Accrual of sick leave for full time employees begins the first day of the month following the employee's completion of one (1) month of service. An employee earns sick leave with pay at the rate of one (1) day for each calendar month of service. It is not earned by an employee on unpaid leave.
4. A full time employee or part time employee, who qualifies for sick leave accrual, may take paid sick leave after the completion of ninety-(90) days service.
5. An employee, with the approval of the Department Head may use accumulated sick leave.
6. An employee, with prior approval of the Department Head, may use accumulated sick leave to attend a seriously ill member of his or her immediate family, however, such absence shall be limited to a maximum of six (6) working days for each occurrence. This includes time off to take a member of his or her immediate family to or from the

hospital. In addition, accumulated sick leave may be used, with prior approval of the Department Head, for a serious illness in the family when death appears to be imminent. Sick leave granted under this sub-section shall be indicated on the employee's time sheet and his personnel records noted accordingly.

7. When an employee returns to duty after a three (3) day absence chargeable to sick leave, the City Manager or Department Head may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform his or her duties throughout the entire period of sick leave. If the affidavit or statement is not filed, the employee is not entitled to be paid for sick leave unless the City Manager grants a waiver. In case of frequent use of sick leave, or a pattern of sick leave abuse is suspected, an employee may be requested to file a physician's statement for each illness regardless of duration. An employee may be required to take an examination by a physician mutually agreed to by the City and the employee, if requested by the City, and/or shall authorize consultation with is or her own physician concerning his or her illness. On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically incapacitated for the duties of his or her position and may take the action he/she considers appropriate as provided in paragraph C of Article IX above.
8. Employees may accumulate unlimited sick leave.
9. After three (3) years of service, upon separation or retirement, an employee will be paid up to 50% of accumulated sick leave not to exceed payment for more than 60 days.

**B. LIGHT MODIFIED / LIMITED DUTY:**

1. Any employee who has previously been off duty due to injuries, illness or other medical reasons, who has been medically released by a doctor for light duty, shall be required to report for light duty assignments when, in the judgment of the department, work assignments exist which the employee is capable of performing without violating the work restrictions imposed by the doctor. No such assignments will be approved unless the tasks assigned represent meaningful work products that advance the mission of the department. All light duty must be approved by the City Manager.
2. Light duty will not be approved unless there are specific duties to be performed relative to the qualifications of the affected employee.

**C. BEREAVEMENT LEAVE:**

1. Every employee shall obtain his or her Department Head's approval for an absence on account of death in the family.
2. Each employee is entitled to a bereavement leave, following the death of a member of the immediate family. The period of such leave shall be determined by the City

Manager or other appointing power in determining the period of such leave, the relationship of the deceased to the employee and the amount of necessary travel involved, if any, shall be considered. In no event shall bereavement leave exceed five (5) working days. "Immediate Family" is defined as the employee's wife, husband, domestic partner, son, daughter, mother, father, brother, sister, parent of a spouse of domestic partner and close blood relatives or close relatives living in the employee's household.

D. LEAVE OF ABSENCE WITHOUT PAY:

1. Leave without pay shall not be construed as a break in service or employment, but vacation and sick leave credits, health and retirement benefits, salary increases and similar benefits shall not accrue to an employee on leave without pay. A leave of absence is defined as five (5) or more consecutive days.
2. A leave of absence without pay, not to exceed thirty (30) days per calendar year, may be granted by the Department Head, with the approval of the City Manager. Leave in excess of thirty (30) days must be approved by the Department Head, City Manager and City Council.
3. A "leave of absence" as used in this section, is a privilege which may be granted to a regular employee wishing to leave the City service without pay and in good standing for a limited period. The employee must make a written request to the Department Head for such leave, stating the date of the leave and the reason. Leave may be granted or denied based upon the needs of the City and the employee.
4. Any such leave granted shall be without pay or other benefits granted employees. Any personal health or life insurance carried by the employee through the city may, with the carrier's and the city's approval, be continued at the expense of the employee on personal leave.

E. MILITARY LEAVE: All employees shall be granted military leave in accordance with federal law and the California Military and Veterans Code. Request for military leave shall be submitted to the Department Head in writing accompanied by military leave orders two (2) weeks prior to the leave starting date, except in the case of state or national emergency. The Department Head shall notify the City Manager. The Department Head, within the limits of military necessity and regulation, may determine when military leave may be taken. The period of military leave of absence is computed as part of City service except that an employee who takes a military leave of absence before the completion of his or her probationary period shall complete the probationary period after his or her return. Employees are entitled to full compensation less military pay for the time spent on military leave.

F. FAMILY MEDICAL LEAVE ACT (FMLA):

1. FAMILY MEDICAL LEAVE: Family and medical leave for employees shall be governed by the provisions of the Family Medical Leave Act (FMLA), 29 D.S.C.

2601 et. seq. and the provisions of Government Code 12945.2 and 19702.3, as may be amended from time to time, except where the City has improved the level of benefits beyond the Federal and State guidelines. Family or medical leave may be granted to an employee for serious illness, birth or adoption of a child or caring for a seriously ill spouse, domestic partner, child or parent. When there is a conflict between Federal and State law, the provision which is more advantageous to the employee shall govern. Where there is a conflict between this section and the FMLA or State law, the FMLA or State law shall govern, except where the City has improved the level of benefits beyond the Federal or State guidelines.

2. SERIOUS ILLNESS DEFINED: For purposes of this section, a serious illness is sickness or condition that requires the employee to be absent from work on a recurring basis for more than a month for either personal treatment /recovery or the care of a spouse, child or parent so afflicted. The term is not intended to cover short-term conditions are disabilities once found to be permanent.
3. ELIGIBILITY: Male and female employees who have one year (52 weeks) of service and have worked at least 1040 hours in the prior 12 months before the beginning of FMLA leave are eligible to take up to twelve (12) weeks during any twelve (12) month period of family or medical leave as defined in the FMLA. Family members are a spouse, child or parent.
4. BENEFITS WHILE ON LEAVE: While on such a leave of absence, the employee shall accrue no employee benefits, no seniority, and no time toward salary step advancement. Additionally, it will be the employee's responsibility to pay all medical, dental, vision and life insurance/A.D.&D. premiums.
5. RETURN TO WORK: The employee will be returned to the same or an equivalent position upon his/her return to work. If the employee would have been laid-off for lack of work or for budgetary reasons, the employee's right to reinstatement remains the same as it was prior to taking FMLA leave.
6. NOTICE: The employee shall give thirty (30) days written notice of such leave if the need for the leave is foreseeable. If the need for the leave is unforeseeable, the employee shall notify the City as soon as possible.
7. ALTERNATE WORK SCHEDULES: The City may provide the option of an intermittent (non-continuous) or reduced hours leave schedule when such an arrangement can be made without adversely impacting the operations of the City or the Department of the affected employee. In such situations, the City may require the employee to transfer temporarily, at the employee's current pay, to another position which better accommodates recurring periods of leave. This temporary transfer shall not displace another permanent employee. In the case of medical treatment, the employee shall make a reasonable effort to schedule treatment and/or therapy so as not to disrupt unduly the City's operations. All alternate work schedule arrangement made under this section must have prior approval of the City Manager.

8. CERTIFICATION BY HEALTH CARE PROVIDER: The City will require proof from the employee that a leave is necessary, including certification by a health care provider stating the date the condition commenced, the probable duration of the condition and any appropriate medical facts regarding the condition. Certification must estimate the expected schedule or duration of the leave. The City may, at the City's own expense, require a second opinion from a health care provider of its own choosing. In cases of conflicting findings, a third opinion from a provider of joint designation may be required. That opinion shall be final and binding.
9. CONCURRENT USE OF ACCRUED LEAVES: Family medical leave shall run concurrently with sick leave, vacation, workers' compensation and/or earned personal leave. The employee will be given written notice of the commencement of Family Medical Leave.

G. JURY DUTY:

1. When regularly called for jury duty in the manner provided by law, all employees shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty.
2. Request for Jury Service Leave should be made by presenting as soon as possible the official court summons to jury service to the employee's immediate supervisor.
3. Reimbursement to the City of any monies earned as a juror, except mileage, which shall be retained by the employee.
4. If jury duty permits, the employee is expected to work a partial day.

H. COURT SUBPOENA LEAVE:

1. Paid leave of absence shall be granted to an employee who has been served a subpoena to appear as a witness in a court case.
2. Request for leave of absence to serve as a witness shall be made by presenting the official court summons to the employee's immediate supervisor.
3. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court.
4. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to the City.
  - a. The witness fee assigned to the City does not include the Court's reimbursement to the employee for transportation expense.

I. RETURN FROM LEAVE:

1. Failure of an employee to return to duty upon the termination of authorized leave of absence or within five (5) days after notice to return to duty, shall be cause for discharge.
2. Upon return, an employee may be required to submit proof of medical examination to determine whether or not he is still capable of performing the duties of is or her position.
3. Then a physical examination discloses that an employee is not physically capable of performing his or her duties because of a non-industrial accident, illness or condition, the City shall offer him/her any vacant position in the City for which he/she is qualified. If an employee is not longer physically capable of performing the duties of a vacant position, he/she shall be terminated.

J. UNAUTHORIZED LEAVE OF ABSENCE:

1. An unauthorized leave of absence is treated as time not worked.
2. For an unauthorized leave of absence, the City shall deduct from the employee's pay an amount equal to time absent.
3. An unauthorized leave of absence is grounds for disciplinary action, including dismissal, unless the employee furnishes reason satisfactory to the Department Head and the City Manager for not having obtained an authorized leave of absence.
4. An unauthorized leave of absence exceeding two (2) day's duration without the employee contacting his or her supervisor shall be considered abandonment of the position.

K. LEAVES IN CONJUNCTION WITH OTHER LEAVES: Leaves of absences, military leaves, maternity leaves and leaves of absence without pay shall not be used in conjunction with accumulated sick leave, vacation leave or compensation time off without prior written approval of the City Manager.

L. TOTAL LEAVES OF ABSENCE: An employee shall not be granted more than one (1) leave of absence during any calendar or fiscal year without prior approval of the City Manager.

M. DAYS OFF WITHOUT PAY: Employees who have exhausted their sick leave, vacation leave and compensatory time accrued shall be allowed, at the discretion of the Department Head, with approval of the City Manager, to take up to a maximum of five (5) days per year off without pay. This shall not be considered the same as a leave of absence. An employee off on leave without pay shall not accrue sick leave and vacation.

## ARTICLE XIII – VACATION PLAN

- A. **WHEN VACATION LEAVE MAY BE TAKEN:** When an employee may take his or her vacation is determined by the Department Head with regard for the wishes of the employee and particular regard for the needs of the City. Each employee is encouraged to take at least one (1) week vacation at a time. A vacation may not be granted in excess of that accrued at the time vacation is granted. When two employees simultaneously make a request to have the same time off, preference shall be given to the more senior employee. Once leave approval has been authorized/granted to any employee, he/she shall not have approval withdrawn to allow a senior employee to take leave. Only extraordinary circumstances would justify contravention of this provision.
- B. **CHANGING VACATION LEAVE TO SICK LEAVE:** Vacation leave may be changed to sick leave upon submission of a doctor's certificate that the employee was ill and unable to work.
- C. **EFFECT OF TERMINATION ON VACATION LEAVE:** An employee who terminates employment is entitled to be paid for vacation leave earned accrued as of the effective date of termination.
- D. **VACATION PAY IN CASE OF DEATH:** When separation is caused by death, payment equivalent to accrued vacation shall be made to the employee's estate.
- E. **ACCUMULATION OF VACATION TIME:**
1. Accumulation of vacation time shall be computed at the end of each payroll period. An employee may accumulate all or part of his/her credited vacation to a maximum of the employee's entitlement for two (2) years of service and must be taken within the third year unless a written waiver is granted by the City Manager. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.
    - a. For the first three years of service, employees shall earn and be credited with vacation leave at the rate of ninety-six (96) hours per year.
    - b. Commencing with the fourth year, employees shall earn and be credited with vacation leave at the rate of one hundred twenty (120) hours per year.
    - c. Commencing with the eighth year, employees shall earn and be credited with vacation leave at the rate of one hundred forty-four (144) hours per year.
    - d. Commencing with the twelfth year, employees shall earn and be credited with vacation leave at the rate of one hundred sixty (160) hours per year.
    - e. Commencing with the sixteenth year, employees shall earn and be credited with vacation leave at the rate of one hundred eighty four (184) hours per year.

- f. Commencing with the twentieth year, employees shall earn and be credited with vacation leave at the rate of two hundred (200) hours per year.

#### **ARTICLE XIV – HOLIDAY SCHEDULE**

The holidays to be observed by the City shall be as follows:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Columbus Day  
Thanksgiving Day and the day following  
Christmas Eve  
Christmas Day  
New Year's Eve

Two Floating Holidays and any other Holidays decreed by the City Council.

When a holiday falls on Sunday, the following Monday shall be deemed a paid holiday. When a holiday falls on Saturday, the preceding Friday shall be a paid holiday.

#### **ARTICLE XV – RETIREMENT**

- A. The City agrees to provide a fully paid PERS 2% at 55" plan based on the employees' highest single year of compensation. The City agrees to pay the employee's share of P.E.R.S. contribution.
- B. The City participates in the Federal Insurance Contributions Act (Social Security). The City agrees pays the employee's share of F.I.C.A and Medicare.

#### **ARTICLE XVI - HEALTH AND WELFARE**

- A. **MEDICAL INSURANCE:** The City agrees to provide a health insurance plan for the employee and the employee's spouse and dependents. The City shall pay 100% of the premium cost for each employee and his/her dependents.
- B. **DENTAL INSURANCE:** The City agrees to provide a health insurance plan for the employee and the employee's spouse and dependents. The City shall pay 100% of the premium cost for each employee and his/her dependents.

- C. VISION INSURANCE: The City agrees to provide a health insurance plan for the employee and the employee's spouse and dependents. The City shall pay 100% of the premium cost for each employee and his/her dependents.
- D. PRESCRIPTION PLAN: The City agrees to provide a health insurance plan for the employee and the employee's spouse and dependents. The City shall pay 100% of the premium cost for each employee and his/her dependents.
- E. LIFE INSURANCE/ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE: The City provides, at its cost, a \$25,000 life insurance policy for all employees in this bargaining unit. Employees also have the option to acquire, through the City, additional life insurance coverage in an amount up to one year's salary at their own cost.
- F. The R.V.M.E.O. acknowledges that the City of Rio Vista will establish a maximum monthly contribution for the provision of health insurance, vision insurance and dental insurance, and agrees to meet and confer with City representatives for the purpose of determining the amount of the maximum monthly contributions.
- G. Future Benefits Negotiations. The R.V.M.E.O. acknowledges that the City desires to review and consider a proposal on capping the City-paid portion of Employee's benefits. The parties have mutually agreed to meet and confer beginning on or after July 1, 2006 on the issue of cost sharing of non-PERS benefit premiums (i.e. health, vision and dental) that would implemented in the successor to this Agreement.

#### **ARTICLE XVII – UNIFORMS AND CLEANING**

- A. The City will continue its present program of providing uniforms for those employees in the bargaining unit who are required to wear a uniform. The City will also provide a laundry service to clean and maintain the uniforms. Bargaining unit employees agree to wear the furnished uniform. Public Works Supervisor, Mechanic, all classes of Public Works Maintenance Workers and the Building Inspector shall receive one set of safety boots per year with the cost thereof not to exceed \$200.00 per pair. Each employee shall provide the Finance Department a cash receipt for boot purchase. If an employee can show that safety boots are worn or damaged prior to the end of the year, the City may approve purchase of an additional set of workboots. This provision shall only apply where the wear and tear or damage to safety boots has occurred through the course of employment with the City.
- B. TOOL ALLOWANCE: The Public Works Mechanic shall receive a \$200/year reimbursement for wear and tear on or replacement of his/her own personal tools used for City business. In addition, these personal tools shall be covered by the City's insurance policy in the event that they are stolen from a City facility.

## **ARTICLE XVIII – PAYROLL DEDUCTION**

Upon receipt of an authorization form from an employee, the City shall make credit union deductions from the employee's check. Upon request, the City will advise the R.V.M.E.O./Union of all Credit Union deduction changes for their members.

## **ARTICLE XIX – MEAL PERIODS**

All employees scheduled for eight (8) or ten (10) hour shifts shall be entitled to a thirty (30) minute or one hour unpaid meal period. The length of the lunch period shall be determined by the Department head and shall be established to assure adequate staff to meet the needs of the City and the public.

## **ARTICLE XX – BREAK PERIODS**

All employees shall receive two (2) 15-minute break periods during the shift of duty. One break shall be taken during the first half of the shift and the second break shall be taken during the second half of the shift.

## **ARTICLE XXI – OUTSIDE EMPLOYMENT**

- A. Employees may engage in outside employment (including self-employment) with the written consent of the City Manager in addition to their City employment, only under the following conditions:
1. There shall be no conflict of interest or incompatibility with the employee's City employment.
  2. The time involved in outside employment shall not adversely affect the employee's attitude or efficiency in his or her City employment. Unless authorized by the City Manager, part-time work shall not be performed within three (3) hours proceeding the employee's normal duty hours with the City of Rio Vista.
  3. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The employee shall not conduct or promote in any manner, his/her part-time work while on duty, not use any of the facilities of the City for that purpose.
  4. Each employee shall report all outside employment to the City Manager and shall secure written approval prior to the commencement of outside employment. This report shall outline the nature of the part-time work, name of employer and whether it is to be long or short-term work.
  5. Employees engaged in outside employment shall not expect or request special consideration as to shift arrangement, illness, or injury due to that outside work. In

the event of illness or injury occurring while engaged in outside employment, a doctor's examination may be requested by the City before allowing the employee to resume City duties. Outside employment shall not be engaged in when an employee is off ill and can not perform his or her duties for the City or when the employee is receiving Workers' Compensation benefits as a result of a claim made against the City's Workers' Compensation insurance.

## **ARTICLE XXII – DISCIPLINARY PROCEDURE**

- A. Every employee shall be subject to warning, suspension, demotion, extension of probationary period, or dismissal for cause. The extent of the action taken shall be commensurate with the offense and the employee's record of service. Cause for disciplinary action shall include but not be limited to:
1. Fraud in securing employment.
  2. Incompetence or inefficiency.
  3. Inexcusable neglect of duty, willful disobedience, insubordination, or dishonesty.
  4. Drinking of alcoholic beverages during the, intoxication on duty, or the use of non-prescribed controlled substances or the abuse/misuse of prescribed medication.
  5. Unauthorized absence without leave, excessive tardiness or abuse of sick leave privileges.
  6. Conviction of a criminal offense involving moral turpitude.
  7. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with his or her employment.
  8. Sexual Harassment.
  9. Discourteous or improper treatment of the public or other employees, or abusive language.
  10. Negligence or willful misconduct which has caused damage to public property or waste of public supplies.
  11. Negligence of failure to observe safety rules or precautions of a superior, violation of a regulation or order given by a supervisor.
  12. Failure to meet financial obligations to the extent this leads to garnishment of wages.
  13. Inexcusable violation of a federal, state, county or City ordinance, law, regulation or rule.

14. Improper use of City property or City equipment.
15. Improper political activity as defined by Federal or state laws.
16. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the City service; or violation of any of the provisions of city ordinances or of the Personnel Rules and Regulations.

**B. AUTHORITY TO TAKE DISCIPLINARY ACTION:**

The Department Head has authority to take disciplinary action. His/her action is subject to ratification by the City Manager.

**C. NOTICE OF DISCIPLINARY ACTION:PRE-DISCIPLINARY NOTICE AND MEETING:**

1. In the event the City intends to take any disciplinary action, excluding a reprimand against any permanent status employee, the City shall utilize the following procedure: (Pursuant to the "Skelly Decision", see John F. Skelly v. State Personnel Board. Et al. 15 C.3d 194; 124 Cal Rptr. 14; 539 P.2d 774)
  - a. The employee shall be given notice in writing of the proposed disciplinary action not-less than five (5) work days prior to the effective date of he action. The notice shall set forth the reasons for the action and shall be accompanied by copies of written material, if any, upon which the action is based.
  - b. Prior to the effective date of the disciplinary action the employee may request and, if so, shall be granted an informal hearing it discuss the proposed disciplinary action. The informal hearing shall be conducted by the Department Head and shall be attended by the immediate supervisor of the employee. The employee may be represented by the R.V.M.E.O. or Union. The purpose of this meeting is to give the employee an opportunity to respond in a real and meaningful manner to the charges prior to the imposition of the disciplinary action. The purpose of this meeting is not to gather evidence for future meetings within the grievance procedure and, therefore no record will be make. Failing reconciliation, the disciplinary action may be appealed as outlined in the formal grievance procedure of this Agreement, beginning at Level #2. All such requests for appeal must be made in writing.

**D. REIMBURSEMENT FOR LOSS OF PAY:** If disciplinary action is subsequently revoked or modified, the employee is entitled to reimbursement for loss of pay. Reimbursement is limited to the period of time between the date of initial action and the date of final decision. No reimbursement may be made for any portion of the period during which the employee was not ready, willing, and able to perform the duties of his or her position. Compensation earned by the employee in any other employment during

period between the date of the action and the date of the final decision shall be deducted from the reimbursement.

**E. DISCIPLINARY ACTION DEFINED:**

1. **VERBAL REPRIMAND:** A verbal reprimand or warning is the lowest form of discipline and can be documented by the Department Head or his/her designee that there is cause for dissatisfaction with an employee's behavior and/or performance, and that further measures may be taken if the cause is not corrected. If the employee is provided with a letter of discussion or counseling memo, he/she shall be entitled to file his/her formal response for attachment as outlined in the following section on written reprimand.
2. **WRITTEN REPRIMAND:** A written reprimand is an official written notification to the employee by the Department Head or his/her designee that there is cause for dissatisfaction with his or her services, and that further measures may be taken if the cause is not corrected. Reprimand notices shall be placed in the employee's personnel record and may be considered as pertinent evidence or information in any hearing. The employee shall have thirty (30) calendar days from the date of receipt of the reprimand to have his/her response filed and attached to the reprimand for inclusion in his/her personnel file.
3. **SUSPENSION:** A suspension is temporary separation without pay from City service. Suspension may not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year.
4. **REDUCTION IN STEP WITHIN RANGE:** Reduction in step within range is the withdrawal of increments granted for merit, efficiency and length of service. Reduction in pay is effective at the beginning of the next payroll following effective date of the disciplinary action. Reduction may be instituted for permanent or temporary employees.
5. **DEMOTION:** Demotion without consent is reduction in classification or rank to a lower classification or rank with the corresponding reduction in salary. Demotion without consent may be to the lowest classification or rank in the series of classes or related series to that within which the class is located. Demotion may be instituted for permanent or temporary employees. Reduction in pay is effective at the beginning of the next payroll period following effective date of the demotion.
6. **DISMISSAL:** Dismissal is the permanent discharge of an employee from City service.

**ARTICLE XXIII – GRIEVANCE PROCEDURE**

- A. **PURPOSE:** To provide an orderly procedure for reviewing and resolving grievances promptly.

B. DEFINITIONS:

1. "Grievance" is any complaint of an employee, group of employees, or the Union involving interpretation, application, or alleged violation of this MOU, or any City policy, rule, regulation or practice. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.
2. A "Grievant" may be any employee covered by the terms of this Agreement.
3. A "Day" (for the purpose of this grievance policy) is any day on which the business offices of the City of Rio Vista are open for business.

C. TIME LIMIT:

1. The employee or R.V.M.E.O./Union who fails to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure.
2. If the City fails to comply with time limits, grievant or representative may advance the grievance to the next level.

D. OTHER PROVISIONS:

1. "Applications": Grievances as defined in this agreement shall be brought only through this procedure.
2. "Grievance Processing Limits": The grievance procedure must be invoked within thirty (30) days of the time the grievance of alleged grievance could reasonably have become known to the grievant.

E. PROCEDURE:

1. Informal Discussion: Prior to an employee initiating this grievance procedure, an informal discussion shall take place between the grievant and his or her immediate supervisor in an attempt to resolve the matter. A representative of the R.V.M.E.O./Union may be present at the request of the employee. The "Immediate Supervisor" shall have five (5) worked days to respond to the employee's grievance.
2. Level #1:
  - a. If the grievance is not resolved by informal discussion, it shall be stated in writing, signed by the grievant and submitted to the Department Head, or his designee, within five (5) work days.

- b. The “Grievance” is to be completed in memo form. It is to be complete, including but not limited to, full employee name, all facts giving rise to the grievance, the date of occurrence, the date of the informal discussion, and shall state and identify by appropriate reference all provisions and section of this Agreement, policy or rules alleged to be violated; shall state the contention of the employee with respect to these provisions; and shall indicate the specific relief, action, or remedy requested.
  - c. The Department Head, or his designee, will meet with the grievant in an attempt to resolve the matter, within ten (10) work days. The grievant may be represented by the R.V.M.E.O./Union at the option of the grievant. The Department Head, or his designee, may conduct whatever investigation is deemed appropriate.
  - d. The Department Head, or his designee, shall communicate his decision to the employee (and representative if applicable), in writing within ten (10) work days after receiving the grievance. If the Department Head, or his designee, does not respond within the time limit, the grievant or representative may advance the grievance to the next level.
3. Level #2:
- a. In the event that the grievant is not satisfied with the decision at Level #1, he/she or his/her representative may appeal the decision to the City Manager, or his designee, within ten (10) work days.
  - b. This statement shall include a copy of the original grievance, a written copy of the decision rendered by the Department Head, or his designee (attached), and a clear and concise statement of the reason for the appeal.
  - c. The City Manager, or his designee, will meet with the grievant in an attempt to resolve the matter, within ten (10) work days. The grievant may be represented by the R.V.M.E.O./Union, at the option of the grievant. The City Manager, or his designee, may conduct whatever investigation he/she deems appropriate.
  - d. The City Manager, or his designee, shall communicate his decision to the grievant (and representative if applicable) in writing within ten (10) work days of the grievance meeting. If the City Manager, or his designee, does not respond within the time limit, the grievant may appeal to the next level.
4. Level #3:
- a. If the grievance is not resolved at Level #2, the grievant or representative may appeal the decision of the City Manager to a neutral arbitrator who shall be mutually agreed upon or selected from a panel which shall be supplied by the State of California Mediation and conciliation Services.

- b. The grievant or representative shall notify the City Manger in writing of the intent to appeal his/her decision.
  - c. If mutual selection cannot be made from the list received within five (5) work days, the parties shall select the arbitrator by alternately striking names until only one name remains and that person shall be the arbitrator.
  - d. The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the City and R.V.M.E.O./Union. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.
  - e. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.
  - f. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute falls within the definition of a grievance as set forth in this Article or is an appeal of a disciplinary action as set forth in Article XXI and involves a disciplinary action of suspension of more than three (3) shifts, salary reduction, demotion, or termination.
  - g. An employee who chooses to advance a grievance or disciplinary action to arbitration, without benefit of R.V.M.E.O./Union representation, shall be required to personally pay all fees and expenses normally assess to R.V.M.E.O./Union for the cost of arbitration. The city may require the employee to advance the cost of one half of the selected arbitrator's usual fee at the time said arbitrator is selected. Should an employee choose to secure his/her own attorney, he/she shall be solely responsible for all of the associated attorney's fees and costs.
- F. EXTENSION OF TIME: If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.
- G. WITNESS AND GRIEVANT RELEASE TIME: If any grievance hearing is scheduled during working hours, the grievant or any witnesses shall suffer no loss of pay to present his or her grievance.

#### **ARTICLE XXIV – SEVERABILITY**

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE XXV – DURATION OF AGREEMENT**

The term of this agreement shall be from July 1, 2008 through June 30, 2010. In the event that a successor agreement has not been completely negotiated at the expiration of this agreement and so long as the parties are negotiating in good faith to reach agreement, this agreement will continue to remain in effect.

## **ARTICLE XXVI – TRAINING**

The City of Rio Vista shall provide training programs to employees assigned to the Department of Public Works; and purchase safety equipment; and provide employees with the option of receiving HBV vaccinations at City expense, in accordance with the requirements of Title 8, CCR.

## **ARTICLE XXVII – PERSONNEL RULES AND REGULATIONS**

The R.V.M.E.O. endorses the amended Personnel Rules and Regulations prepared for the City of Rio Vista by the consulting personnel analyst, and as presented to the City Council for consideration in May 2001.

**FOR RIO VISTA MISCELLANEOUS EMPLOYEE ORGANIZATION AND OPERATING ENGINEERS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pat Thistle, Business Representative  
Operating Engineers Local 3

\_\_\_\_\_  
Rudy Diaz, Negotiating Team Member

\_\_\_\_\_  
Mark Bettencourt, Negotiating Team Member

**FOR THE CITY OF RIO VISTA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hector De La Rosa, City Manager

Approved as to form:

\_\_\_\_\_  
Ethan Walsh, City Attorney

## **APPENDIX “A”**

The following classifications of employees are covered by this MOU. This Appendix shall be updated as classifications are amended, reclassified or in the event that the City Council adopts a new classification and allocates that position to this Unit.

Building Inspector

Public Works Maintenance Worker I/II

Public Works Senior Maintenance Worker

Public Works Mechanic

Public Works Supervisor

Transit Operator