

**MEMORANDUM OF UNDERSTANDING**

*BETWEEN*

**CITY OF RIO VISTA**

*AND*

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL  
UNION, LOCAL 29, AFL-CIO, CLC**

**JULY 1, 2021 – JUNE 30, 2024**



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## **PREAMBLE**

This agreement ("MOU" or "Agreement") is entered into by and between the **City of Rio Vista** ("City") and the **Office & Professional Employees International Union, Local 29, AFL-CIO** ("OPEIU 29") as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 et seq and the City's Personnel Rules and Regulations. The parties have met and conferred in good faith, and having reached agreement as set forth herein, it is the parties' intent to set forth their entire agreement regarding wages, hours, and other terms and conditions of employment. Therefore, the parties shall submit this Agreement to the City Council with the joint recommendation that the Council adopts a resolution approving the memorandum and taking such other action as may be necessary to implement its provisions.

## **UNDERSTANDING AND AGREEMENT**

### **ARTICLE I. – INCORPORATION OF PREAMBLE AND EFFECTIVE DATE**

The terms and statements in the Preamble above are hereby expressly incorporated by reference in this Agreement, which shall become effective on the latest date of signature below.

### **ARTICLE II. - RECOGNITION**

The City recognizes OPEIU 29 as the exclusive bargaining representative for all matters relating to terms and conditions of employment for the Clerical and Professional Bargaining Unit, which consists of the classifications enumerated in Appendix "A" attached hereto and incorporated as part of this agreement.

### **ARTICLE III. - MEMBER RIGHTS**

- A. Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their choosing for the purposes of representation on matters of employer employee relations (i.e. wages, hours, and other terms and conditions of employment). Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.
  
- B. 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 improve their level of performance; that promotions will be made in a fair and impartial manner; that inappropriate conduct and work habits may result in necessary disciplinary action ; and that they will not be dismissed without justification.

**ARTICLE III. - MEMBER RIGHTS - continued**

C. By a vote of the members it shall be a condition of employment that all employees covered by this Agreement within thirty-one (31) calendar days after their initial date of employment in the bargaining unit or the execution date of this Agreement, whichever occurs later, either shall become and remain a member of the Union in good standing or shall tender to the Union a service fee as provided below. Those employees who maintain a non-member status or change their status to a non-member status and who are covered by the terms of this Agreement shall, as a condition of employment, pay an initial service fee and regular service fees in an amount not to exceed the amount of the full membership dues to the Union for the purpose of aiding the Union in defraying costs incurred in connection with the Union's obligations and responsibilities as the exclusive collective bargaining representative of bargaining unit employees.

D. Upon written notice to the Employer and documentary proof submitted by the Union that an associate has failed to pay the monthly dues or service charges as provided herein, the Employer shall terminate the employment of such employee unless the Employer has reasonable grounds for believing that Union membership or status as a non-member paying the service charge was denied or terminated for reasons other than failure to maintain good standing as defined above. In such cases, the associate may appeal to a committee equally composed of Employer and Union representatives. Unless so appealed, the discharge shall be completed within seven (7) days.

E. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organization shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes  
United Way  
Firefighters Burn Unit

**ARTICLE IV. - UNION MEMBERSHIP**

A. CHECK OFF: Office & Professional Employees International Union, Local 29, AFL-CIO 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.

**ARTICLE IV. – UNION MEMBERSHIP** - continued

- B. **INITIAL DUES DEDUCTION:** The City shall deduct in accordance with the OPEIU 29 dues and service schedule, dues from the wages of all employees who are members of OPEIU 29 on the date of the execution of the 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 OPEIU 29 from the wages of all employees who, after the date of execution of this agreement, become members of OPEIU 29 and submit to the City a dues authorization form. *(See attachment on back of agreement)*
  
- D. **DUES REVOCATION:** The City shall have five (5) business days to notify OPEIU 29 if any member revokes a dues authorization.
  
- E. The Union shall indemnify and hold harmless the City, its officers, employees, and agents from any and all claims, demands, suites, or other actions arising from the organizational dues/security provisions in this Article.

**ARTICLE V. - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are reserved and vested exclusively in the City, including, but not limited to the following rights: to determine the mission of the City's constituent departments; to set standards of service and productivity; to maintain the efficiency of operations; to determine the personnel, methods, means, facilities, and technology by which operations are conducted; to establish and determine the content of job classifications; to determine the procedures and standards of selection for employment and promotion; to manage, direct, and control employees and their work assignments; to counsel, reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to transfer or lay off employees for lack of work or other legitimate reasons, or to recall laid off employees to work; to establish the starting and quitting time and the number of hours and shifts to be worked; to expand, reduce, alter, combine, or cease any job, department, operation or service; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to adopt, implement, enforce and (from time to time) modify or rescind safety and work rules and regulations; to take all necessary actions to carry out its mission in emergencies; and to take whatever other action is necessary or advisable, in the City's discretion, to determine, manage, and fulfill the mission of the City.

**ARTICLE VI. - REDUCTIONS IN WORK FORCE**

In the event that the City determines layoffs will occur. The City Manager or designee will make a reasonable attempt to meet and confer with OPEIU 29 representatives ninety (90) day prior to the implementation of layoffs regarding the impact(s) of such layoffs. In the event that a layoff or reduction takes place, any affected employees shall, for a two-year period, have their names placed on a re-employment list for the classification(s) laid off or reduced form in the reverse order of their layoff or reduction

**ARTICLE VII. - NO DISCRIMINATION**

- A. No employee shall be demoted or dismissed, or in any way discriminated against because of race, color, religion, creed, sex, pregnancy, childbirth or related medical condition, ancestry, citizenship, national origin, age, marital status, sexual orientation, physical or mental disability, medical condition, genetic characteristics, or any other characteristic protected by federal, state, or local law.
  
- B. Neither the City nor the OPEIU 29 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 VIII. – COMPENSATION**

**A. Base Salary Increases**

- 1. Each employee covered by this Agreement will receive a 3% increase of base salary retroactive to July 1, 2021.
- 2. Each employee covered by this Agreement will receive a 3% increase of base salary effective July 1, 2022.
- 3. Each employee covered by this Agreement will receive a 3% increase of base salary effective July 1, 2023.

**B. Longevity**

- 1. An employee covered by this Agreement will receive a 2.5% longevity step increase to base salary after completing 7.5 years of service.
- 2. An employee covered by this Agreement will receive an additional 2.5% longevity step increase to base salary after completing 10 years of service.
- 3. An employee covered by this Agreement will receive an additional 2.5% longevity step increase to base salary after completing 12.5 years of service.
- 4. An employee covered by this Agreement will receive an additional 2.5% longevity step increase to base pay after completing 15 years of service.
- 5. An employee covered by this Agreement will receive an additional 5% longevity step increase to base salary after completing 20 years of service
- 6. An employee covered by this Agreement will receive an additional 5% longevity step increase to base salary at every ten years of service thereafter (e.g. 30 years of service, 40 years of service).

**C. American Rescue Plan Payment**

- 1. Each employee covered by this Agreement who was employed on July 1, 2021 or hired prior to the date of approval of this Agreement will receive an American Rescue Plan Act payment of \$1,500 in the first pay period after approval of this Agreement.

2. Each employee covered by this Agreement who was employed on July 1, 2021 or hired prior to the first pay period of July 2022 will receive a second American Rescue Plan Act payment of \$1,500 in the first pay period in July of 2022.

#### **ARTICLE IX. – BENEFITS**

- A. **RETIREMENT:** The City provides a PERS "2% at 55" PERS retirement plan. Effective January 1, 2013, "New" members as defined by CalPERS will pay the "normal" cost, pursuant to AB 340/197, the Public Employees Pension Reform Act ("PEPRA"). Classic employees as defined by CalPERS shall contribute that portion agreed upon in previous agreements.
- B. The City also participates in the Federal Insurance Contributions Act (Social Security), to which employees pay a portion pursuant to previous agreements.
- C. **MEDICAL INSURANCE:** The City agrees to provide a health insurance plan for the employee and employee's spouse and dependents, to which the employee, pursuant to previous agreements, pays a portion of the premium.

Any employee waiving medical insurance coverage from the City shall receive a cash back monthly benefit in-lieu maximum of \$600/\$750 (Employee +1/Employee +Family). Any employee waiving the employee healthcare coverage must show evidence of insurance coverage.

- D. **DENTAL INSURANCE:** The City agrees to provide a dental 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. **VISION INSURANCE:** The City agrees to provide a vision 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.
- F. **LIFE INSURANCE:** The City provides, at its cost, a minimum \$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.
- G. **UNIFORM ALLOWANCE:** An employee in the Community Service Officer classification shall be provided a uniform through either a store credit or a contract with a uniform company. The maximum uniform store credit shall be \$1,300, Employees may purchase the uniforms once a year on August 1.

This allowance will be in the form of a store credit and can be used to purchase two shirts, two pants, and a pair of boots on an annual basis. The uniform allowance can only be used to purchase the standard uniform as specified by the Police Chief. Employee, after receiving the initial uniforms and boots upon initial hiring, shall receive the uniform and boot allowance on a prorated basis (1/26<sup>th</sup>) from that point forward. This amount is to be included in each payroll check.

## ARTICLE X. - HOURS OF WORK

- A. Designated Work Period. The normal work period for employees in this bargaining unit will be seven (7) consecutive days beginning on Saturday at 12:00 a.m. and ending the following Friday at 11:59 p.m. For full time employees, the normal workweek will be forty (40) hours worked within the designated work period. Employees generally work eight (8) hours daily for five consecutive days per each calendar week.
- B. An employee desiring to work an (e.g. 9/80, Four ten-hour days, etc.) 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.
- C. Overtime. Overtime must be authorized in advance by an employee's supervisor. Hours work in excess of for the (40 hours per work period are compensated at the rate of one and one-half times the employee's regular rate. Time away from work on authorized leave (e.g. sick leave, vacation, holiday, etc.) will be considered work performed for the purpose of computing overtime. Overtime may be paid in actual pay or in compensatory time off pursuant to Article XIII of this MOU.
- D. CALL BACK TIME. All employees who are required to return to work outside their normal working hours shall be compensated a minimum of two (2) hours at the overtime rate of pay. This shall also apply to an employee who is called back and cancelled prior to the employee's arrival for work. Any work performed in excess of two (2) hours shall be calculated using the actual number of hours
- E. For work schedules which include alternating days off (9/80) or normal work in excess of eight (8) hours no additional benefits or overtime obligations shall accrue. All regular work schedules shall be subject to change by management.
1. The designated work period shall be seven consecutive days beginning Friday at 12:00 p.m. through the following Friday at 11:59 a.m. (except for the first work period which will begin on Saturday at 12:00 a.m.).
  2. Employees shall work nine (9) hours per day Monday through Thursday, and eight (8) hours per day every other Friday (from 8:00 a.m. to 5:00 p.m., with one hour lunch period), with the alternate Friday off.
  3. When a holiday falls on an employee's scheduled day off, by mutual agreement the employee will be credited with eight (8) hours of compensatory time off (CTO) to be used in accordance with the normally applicable CTO policy or the employee shall be scheduled off the last work day prior to the holiday.
  4. Nothing in the 9/80 work plan alters any other terms of the applicable MOU or personnel rules.
  5. An employee working a 9/80 schedule upon which a holiday falls on a nine (9) hour day will be paid at their regular 9-hour rate for that day.



6. An employee working a 4/10 schedule upon which a holiday falls on a ten (10) hour day will be paid at their regular 10-hour rate for that day.

- F. Full time employees receive twenty-six (26) payroll checks per year. Employees will receive payroll checks every two (2) weeks on alternating Fridays.
- G. Work hours shall be computed to the nearest fifteen (15) minute increment.
- H. 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 one of which shall be taken after the scheduled lunch period as approved by the supervisor during the second half of the shift.
- I. All employees scheduled for eight (8) hours shifts shall be entitled to a one hour unpaid meal period as scheduled by the department manager.

## **ARTICLE XI. - LEAVES**

### **A. VACATION:**

1. Vacation leave shall be earned in accordance with the following schedule. The reference to "days" means 8-hour days.
  - a. For the first three years of service, employees shall earn and be credited with vacation leave at the rate of twelve (12) days per year.
  - b. Commencing with the fourth year employees shall earn and be credited with vacation leave at the rate of fifteen (15) days per year.
  - c. Commencing with the eighth year employees shall earn and be credited with vacation leave at the rate of eighteen (18) days per year.
  - d. Commencing with the twelfth year employees shall earn and be credited with vacation leave at the rate of twenty (20) days per year.
  - e. Commencing with the sixteenth year employees shall earn and be credited with vacation leave at the rate of twenty-three (23) days per year.
  - f. Commencing with the twentieth year and beyond, employees shall earn and be credited with vacation leave at the rate of twenty-five (25) days per year.
2. Vacation time shall be accrued and computed on a bi-weekly basis. An employee may accrue vacation up to an amount equal to the employee's entitlement of two (2) years of service.
3. Use of vacation is determined by the Department Head in consideration of the request 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. Vacation hours may not be used in excess of accrual at the time vacation is taken. Vacations may also be scheduled in hourly, daily, or weekly increments.
4. Time previously charged as vacation leave may be changed to sick leave upon submission of a doctor's certificate that the employee was ill and unable to work.

5. Accrued vacation is a vested benefit. Upon separation from City service, an employee is entitled to be paid for vacation leave earned and accrued as of the effective date of termination.
6. When separation is caused by death, payment equivalent to accrued vacation shall be made to the employee's estate.
7. Accrued Vacation Cash Out. Employees may apply to cash out up to 50 hours of accrued leave/vacation. Employee must request cash out of vacation leave in writing no later than the Monday following the pay period which includes July 15 and December 1 of each year, and subject to maintaining a minimum of 100 hours of accrued vacation leave on the books.

**B. SICK LEAVE:**

1. Full-time employees shall receive up to twelve (12) days sick leave credit per year earned at the rate of one (1) day for each calendar month of service. "Days" of sick leave means 8-hour days.
2. Employees working a 9/80 or 4/10 work week the reference to "days" will be allowed to take sick leave for the hours scheduled for that day. For example, if the employee is scheduled to work a 9-hour day (9/80 schedule) and is out sick the entire shift, they will be allowed to use 9 hours of sick leave. If the employee is scheduled to work an 8-hour shift and is out sick they will be allowed to use 8 hours of sick leave. If an employee is on a 4/10 schedule and is out sick for the full shift, then they will be allowed to use 10 hours of sick leave. Sick leave may only be taken if it has been earned.
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. It is not earned by an employee on unpaid leave.
4. A full-time employee who qualifies for sick leave accrual may take paid sick leave after the completion of ninety (90) day's service.
5. Sick leave is not a right which an employee can use at their 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. To be paid for sick leave, an employee must notify an on-duty supervisor or the Complaint/Dispatch desk in the absence of a supervisor at least one (1) hour prior to the beginning of their assigned shift or duty. 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.
6. No employee shall feign sickness or injury or deceive a representative of the City as to their real condition.

7. When an employee returns to duty after a three (3) day absence chargeable to sick leave, the Department Head may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform their duties throughout the entire period of sick leave. If the 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 their own physician concerning their illness. On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically incapacitated for the duties of their position and may take the action he/she considers appropriate.
8. An employee may use one-half of their accumulated yearly sick leave to attend a seriously ill member of their immediate family. This includes time off in order to care for a member of their immediate family to or from the hospital, or to be used for critical illness in the family when death appears to be imminent. Sick leave granted under this subsection shall be indicated on the employee's time sheet and personnel records accordingly.
9. After three (3) years of service upon separation or retirement employee will be paid 50% of accumulated sick leave not to exceed payment for more than 60 days.

C. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

1. An employee suffering an injury for illness arising out of and in the course and scope of their employment shall be entitled to leave pursuant to the California Workers' Compensation law and the Rio Vista Personnel Rules and Regulations. An employee who is receiving temporary disability payments under the Worker's Compensation law shall be entitled to use that amount of their accumulated and available normal vacation leave and accumulated Compensatory Time Off, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
2. Once an employee on Industrial Accident or Illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, they shall be reinstated in an equivalent position without loss of accrued benefits or seniority.

D. LIGHT DUTY:

1. Any employee who has previously been off duty due to injuries, illness or other medical reasons, who have been medically released by a doctor for light duty, may be assigned light duty. All light duty must be approved by the City Manager.

E. BEREAVEMENT LEAVE:

When a death occurs in the immediate family of an employee, (s) he shall be entitled to a leave of up to three (3) days with pay. In addition, employees will be granted an additional two (2) days of paid time when traveling 100 miles or more one way to attend funeral or memorial services. Bereavement leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

For the purpose of this paragraph, immediate family is defined as spouse, domestic partner, mother, father, step-mother, step-father, brother, sister, child (**legal/guardian/wards**), step-child, mother in-law, father in-law, sister in-law, brother in-law, son in-law, daughter in-law, grandchild, grandparent, or spouse's grandparent.

If an employee is on vacation and a death occurs in the employee's immediate family, the employee may convert such vacation time to bereavement leave provided, however:

1. The employee requests such conversion in writing on a form designated by the Employer within five (5) working days upon return from scheduled vacation.
2. The employee attends funeral or memorial services.

F. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY; DAYS OFF WITHOUT PAY:

1. Employees may seek an authorized leave of absence without pay in accordance with City's Personnel Rules. An authorized leave of absence without pay is defined as five (5) or more consecutive days. Such leave 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. 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.
2. An employee seeking an authorized leave of absence without pay 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.
3. No employee shall be granted more than one leave of absence without pay in any calendar year without the express written permission of the City Manager.
4. Employees who have exhausted their sick leave, vacation leave and compensatory time accrued shall be allowed, at the discretion of the Department Head and with approval of the City manager, to take up to a maximum of five (5) days per calendar year off without pay. This shall not be considered the same as an authorized leave of absence without pay.

G. MILITARY LEAVE:

Pursuant to the City's Personnel Rules, 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, with a copy to the City Manager's office, accompanied by military leave orders two (2) weeks prior to the leave starting date except in the case of state or national emergency. Limited rights to compensation during said leave may also be available.

H. FAMILY AND MEDICAL LEAVE; PREGNANCY DISABILITY LEAVE:

Pursuant to the City's Personnel Rules and policies, employees shall be entitled to Family and Medical Leave and Pregnancy Disability Leave in compliance with federal and/or state laws as required for local governments.

I. JURY DUTY:

Pursuant to the City's Personnel Rules, employees shall be granted leave of absence in order to serve jury duty without loss of pay for the time the employee is required to perform such duties. If the terms of such jury duty permits, the employee is expected to work a partial day. Employees are not required to remit to the City of any monies earned as a juror.

J. 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 as soon as employee is notified.
3. The length of the Leave 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.
5. The employee shall remit to the City the witness fee paid to the employee.

K. UNAUTHORIZED LEAVE OF ABSENCE:

Pursuant to the City's Personnel Rules, an unauthorized leave of absence is treated as time not worked and is grounds for disciplinary action, including dismissal, unless the employee furnishes reasons satisfactory to the Department Head and the City Manager for not having obtained an authorized leave of absence.

**ARTICLE XII. – HOLIDAYS**

The City's Personnel Rules specify the holidays the City shall observe, except that only Presidents' Day (rather than both Lincoln's and Washington's birthdays) shall be observed in February. In addition, each employee is entitled to two floating holidays, One-"floating holiday for their birthday, which can be used at any time during the year (subject to appropriate prior approval by a supervisor), but may not be carried over from one year to the next. The second

floating holiday may be carried over from one year to the next. Two (2) floating Holidays shall be paid at 9 hours per day unless an 8-hour day is used, then that day will be paid at 8 hours

Holidays to be observed by the City shall be as follows:

- New Year's Eve Day
- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth
- July 4, Independence Day
- Labor Day
- Veteran's Day
- Columbus Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Two (2) floating Holidays & 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. The reference to a Holiday means an eight (8) hour day.

#### **ARTICLE XIII. - COMPENSATORY TIME OFF**

Compensatory time off may be given in lieu of overtime pay; however, no more than 160 hours of compensatory time off may be accrued at the rate earned and available for use by employee. Requests to take CTO are to be submitted in advance as is practicable and reasonable, and the Department Head shall honor a request to use compensatory time off unless it would be disruptive to the department operations. Payments for accrued compensatory time off may be made at any time and shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

#### **ARTICLE XIV. - GRIEVANCE PROCEDURE**

The following grievance procedure shall apply to all grievances relating to disputes arising out of this Agreement. For clarification, matters subject to the grievance procedure are matters related to the employee's wages, hours, or terms and conditions of employment; however, neither yearly formal employee performance review nor disciplinary actions are subject to the grievance procedure, except to the extent that a disciplinary action results in: (1) an employee being suspended for more than three shifts without pay; (2) demotion; or (3) termination.

1. Purpose of Rule:

- a) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- b) To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
- c) To provide that grievances shall be settled as near as possible to the point of origin.
- d) To provide that appeals shall be conducted as informally as possible.
- e) To provide an orderly procedure for reviewing and resolving grievances promptly.

2. Matters Subject to Grievance Procedure:

Matters subject to the grievance procedure are matters related to the employee's wages, hours, or terms and conditions of employment; however, neither yearly formal employee performance review nor disciplinary actions are subject to the grievance procedure, except to the extent that a disciplinary action results in: (1) an employee being suspended for more than three shifts without pay; (2) demotion; or (3) termination.

3. Definitions:

- a) "Grievance" is any complaint (that is not related to employee performance reviews or disciplinary actions except as stated above) of an employee, group of employees, or the Union involving interpretation, application, or alleged violation of any 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.
- b) A "Grievant" may be any employee of the City of Rio Vista.
- c) 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, unless otherwise noted.

4. Time Limit:

- a) The employee who fails to comply with the established time limits at any step will forfeit all rights to the further application of the grievance procedure.
- b) If the City fails to comply with the time limits, grievant or representative may advance the grievance to the next level.

5. Other Provisions:

- a) "Application": Grievances as defined within this document shall be brought only through this procedure.
- b) "Grievance Processing Limits": The grievance procedure must be invoked within thirty (30) calendar days of the time the grievance or alleged grievance could reasonably have become known to the grievant.

6. Informal Grievance Procedure: An employee who has a problem or complaint should first try to get it resolved through discussions with immediate supervisor without undue delay. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, then the employee shall have the right to discuss the grievance with the supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the closest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, then that employee shall have the right to file a formal grievance in writing within ten (10) work days after receiving the informal decision from the immediate supervisor.

7. Formal Grievance Procedure: (Levels of Review through Chain of Command.)

**LEVEL 1**

- a) Formal Grievance: The grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision. 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

The supervisor shall within ten (10) work days investigate and respond in writing to the employee who filed the grievance. If the employee does not agree with the supervisor decision, or if no answer has been received within ten (10) workdays, the employee may present the appeal in writing to the Department Head. The appeal must include a clear and concise statement of the reasons for the appeal. The supervisor shall render a decision in writing to the employee within ten (10) work days after receiving the appeal. Failure of the employee to take further action within ten (10) workdays after receipt of the written decision of the supervisor, or within a total of twenty-five (25) work days if no decision is rendered, will constitute a dropping of the appeal.

- b) Department Review: The Department Head receiving the appeal, or the Department Head's designated representative, should discuss the grievance with the employee, the employee's representative, if any, and with other appropriate persons. The Department Head shall render a decision in writing to the employee within ten (10) work days after receiving the appeal. If the employee does not agree with the



decision reached, or if no answer has been received within ten (10) work days, then the employee may present the appeal in writing to the City Manager. Failure of the employee to take further action, within ten (10) work days after receipt of the Department Head's decision, or within a total of twenty-five (25) work days if no decision is rendered will constitute a dropping of the appeal.

## **LEVEL 2**

City Manager: The City Manager receiving the appeal or his designated representative should discuss the grievance with employee, the employee's representative, if any, and with other appropriate persons.

The appeal to the City Manager shall include a copy of the original grievance, a written copy of the decision rendered by the Department Head, or his designee, and a clear and concise statement of the reasons for the appeal.

The City Manager, or his designee, will meet with the grievant in an attempt to resolve the matter, within ten (10) workdays. The grievant may be represented at the option of the grievant. The City Manager, or his designee, may conduct whatever investigation he/she deems appropriate.

The City Manager, or his designee, shall communicate his decision to the grievant (and representative if applicable) in writing within ten (10) workdays of the grievance meeting.

## **LEVEL 3**

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.

The grievant or representative shall notify the City Manager in writing of the intent to appeal his/her decision.

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.

The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the City on the one hand and the Union or employee on the other hand. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

Decisions of arbitrators on matters properly before them may be appealed to the City Council within twenty-one (21) days of the arbitrator's decision. The grievant or representative may seek judicial review of the City Council's decision in Superior Court pursuant to California Code of Civil Procedure section 1094.5, *et seq.* The

grievant or representative has ninety (90) days following notice of the City Council's decision to file a petition for writ of administrative mandamus with the Superior Court.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense.

The arbitrator shall prepare a written advisory decision which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested, if any.

The arbitrator's recommended findings and decision shall be sealed and filed with the City Council and served on the parties' representatives. The City Council may accept the advisory decision in full and order its implementation, or it may modify and implement a modified decision and any remedies or corrections as needed, or it may reject the recommended decision and issue its own findings and decision based on the evidence presented at the advisory arbitration hearing. The City Council shall not take further evidence in making its decision. The City Council will provide a copy of the arbitrator's decision to the appealing party with its decision within thirty (30) calendar days of receipt of the arbitrator's advisory decision.

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 Rule XVII, Section 3, subsection a, and involves a disciplinary action of being suspended for more than three shifts without pay; (2) demotion; or (3) termination.

An employee who chooses to advance a grievance or disciplinary action to arbitration, without benefit Union representation, shall be required to personally pay all fees and expenses normally assessed to 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.

#### 8. Conduct of Grievance Procedure:

- a) The time limits specified above may be extended to a definite date by mutual written agreement of the employee and the reviewer concerned.
- b) The employee may request the assistance of another person of the employee's own choosing in preparing and presenting the appeal at any level of review.

- c) The employee may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the appeal.
- d) **EMPLOYEES SHALL BE ASSURED FREEDOM FROM REPRISAL FOR USING THE GRIEVANCE PROCEDURES.**
- e) In the event the employee has cause to bypass any of the steps, the cause as well as the grievance shall be stipulated in the presentation to the officer sought by the employee.

9. 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.

10. 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 XV. - PERSONNEL FILE**

An employee shall be granted access to his/her personnel file upon written request and within 5 working days of such request.

#### **ARTICLE XVI. – 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 the 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 XVII. - HEALTH AND SAFETY**

The City and the Union agree that health and safety are mutual concerns. The city recognizes its responsibility to promote safety standards on the job. The Union shall encourage its membership to fully participate and support all safety training provided by the City. Each employee shall be required to fully comply with City safety standards, rules and regulations.

The City will include one employee from this bargaining group, as selected by the bargaining unit, to be a member in full standing in the Safety Committee.

#### **ARTICLE XVIII. – MISCELLANEOUS PROVISIONS.**

- A. Conflict with Personnel Rules/Policies. In case of any material conflict between this Agreement and approved policies and procedures the provisions of this Agreement shall govern.

**B. New Employee Orientation**

The City of Rio Vista will provide a sixty (60) minute period of time during the first week of employment for bargaining unit members for the OPEIU Local 29 designee to meet with the newly hired bargaining unit members to discuss the parties' rights and obligations under the collective bargaining agreement. The meeting will be voluntary on behalf of the newly hired employee. The meeting will be held during normal working hours in a meeting room provided by the employer without the presence of the employer or its representatives. Such meeting will be on paid time for the employees and attendance will be mandatory. Prior to the orientation meeting, or in no case later than the meeting time, the employer will provide to the union the names and job assignments of the new hires."

The City will provide the Union email and US Mail notice to the attention of the President/Business Manager, and Business Representative, at OPEIU Local 29 and the Union designee within 10 days of a new hire or in no case later than ten (10) days prior to the Orientation date. The city will provide the Name, contact information, (address, telephone numbers, and email addresses.), and job assignments to include title and department of the new employee. If the Union or Union designee is not available for the orientation date the employer will agree upon another mutually agreeable date within thirty (30) days to have the meeting.

The City will provide the new employee a copy of the MOU with current salary schedule. Union may provide city with contact information of the Union, membership forms and any other mutually agreeable information for the city to include in its new hire/orientation package.

- C. The City will provide a space for a union bulletin board. The board will be three feet by three feet and used to post union notices and information.


**ARTICLE XIX. - DURATION OF AGREEMENT**

The term of this Agreement shall be from July 1, 2021 through June 30, 2024. 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.

**CITY OF RIO VISTA**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 29,  
AFL-CIO**

By:   
Rob Hickey  
City Manager

By:   
Tamara R. Rubyn  
President/Business Manager

Date: Jan 5, 2022

Date: January 4, 2022

## APPENDIX "A"

The following classifications of employees are covered by this agreement as positions within the Clerical and Professional Bargaining Unit ("Unit"). 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:

Accountant I/II  
Account Clerk I/II  
Administrative Assistant (Fire/City Hall)  
Administrative Assistant I  
Administrative Assistant II  
Assistant Planner  
Community Services Officer  
Office Assistant I/II  
Police Records Manager  
Senior Account Clerk  
Confidential Administrative Assistant (Police Depart. only)

## **Check-off for Voice of the Electorate (VOTE)**

Section 1 – The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU’s “Voice of the Electorate” (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.

Section 2 – Voluntary contributions deducted from employees’ paychecks shall be made payable to the Voice of the Electorate (VOTE) fund and forwarded monthly to the Secretary Treasurer of the Office and Professional Employees International Union AFL-CIO, 1660 L Street, N.W., Suite 801, Washington, DC 20036, along with a listing of the names of contributions and the amounts.

Section 3 – A copy of the check-off authorization to be used for this purpose is attached hereto as Appendix “B”.

