

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF RIO VISTA

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION 29, AFL-CIO**

MID-MANAGEMENT EMPLOYEES

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 and Professional Employees International Union 29, AFL-CIO Mid-Management Employees ("the Employees") regarding the terms and conditions of their 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 adopt 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. - EMPLOYEE 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 incompetence will not be tolerated; and that they will not be dismissed without justification.

ARTICLE III. - MANAGEMENT RIGHTS

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 IV. - 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 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 V. - 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 Employees 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. - 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 VII. – BENEFITS

- A. Retirement. The City provides a "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"). Effective the first pay period of the earlier of May 1, 2015 or following the signing of this MOU, 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/Prescription Plan. The City currently provides a health insurance/prescription plan for employees 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 currently provides a dental insurance plan covering the employee, the employee's spouse, and the employee's dependents at City expense (i.e. the City pays the full amount of the premiums). The City will continue to provide such benefits through the same (or substantially equivalent) plan during the term of this Agreement.
- E. Vision Insurance. The City currently provides a vision insurance plan covering the employee, the employee's spouse, and the employee's dependents at City expense (i.e. the

City pays the full amount of the premiums). The City will continue to provide such benefits through the same (or substantially equivalent) plan during the term of this Agreement.

- 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. Accrued Vacation Cash Out. Employees may apply to cash out 50 hours of accrued CTO/vacation on January 2, April 1, July 1, October 1, of each year, subject to City Manager approval based on then-current fiscal conditions, and subject to maintaining a minimum of 100 hours of accrued leave on the books. Employees may submit their cash out request two weeks prior to the dates listed above to allow finance time to process the requests.
- H. Management Leave. The Employees are authorized to receive sixty (60) hours of administrative leave (i.e. "Management leave") per year. Use of Management Leave is determined by the applicable Department Head with regard for the wishes of the employee and particular regard for the needs of the City. Such Management Leave may be approved on reasonable advance notice to the applicable Department Head or City Manager, who shall not unreasonably deny requests to use Management Leave.

ARTICLE VIII. – SPECIAL PROVISIONS

- A. Public Works Superintendent shall receive two sets of safety boots per year with the total annual cost thereof not to exceed \$500.00 for both pairs. Each employee shall provide the Finance Department an original receipt for reimbursement. 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 work boots. 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. UNIFORM ALLOWANCE: An employee in the Public Safety Support Manager Community 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.

The uniform allowance can only be used to purchase the standard uniform as specified by the Police Chief. Employee, after receiving the initial uniforms upon initial hiring, shall receive the uniform allowance on a prorated basis (1/26th) from that point forward. This amount is to be included in each payroll check.

ARTICLE IX. - 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, although it is acknowledged that because of their executive and management level duties, the

Employees' hours will vary. The Employees are designated as "exempt employees" for purposes of the Fair Labor Standards Act.

1. An employee desiring to work an (eg. 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.
 2. 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.
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- B. Full time employees receive twenty-six (26) payroll checks per year. Employees will receive payroll checks every two (2) weeks on alternating Fridays.
- C. Work hours shall be computed to the nearest fifteen (15) minute increment.
- D. 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.
- E. All employees scheduled for eight (8) hour shifts shall be entitled to a one-hour unpaid meal period.

ARTICLE X. – 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 for two (2) years of service.
3. Use of vacation is determined by the applicable 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.
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. When separation is caused by death; payment equivalent to accrued vacation shall be made to the employee's estate.

B. Sick Leave.

1. All employees shall receive up to twelve- (12) days sick leave credit per year earned at the rate of one (1) days for each calendar month of service. "Days" of sick leave means 8-hour days. Employees may accumulate unlimited sick leave. Sick leave may only be taken if it has been earned.
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. 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) day's service.
4. 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, or attendance upon seriously ill members of the employee's immediate family. To be paid for sick leave, an employee must notify the applicable Department Head (or the City Manager 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.
5. No employee shall feign sickness or injury or deceive a representative of the City as to their real condition.

6. 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.
7. An employee may use accumulated sick leave to attend a seriously ill member of their immediate family, up to a maximum of six (6) days a year. This includes time off in order to take a member of their immediate family to or from the hospital. In addition, accumulated sick leave may be used with prior approval of the applicable Department Head 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.
8. 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 Management Leave, 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 longevity benefits or seniority.
3. Employees in the Police Lieutenant Classification shall receive industrial accident and illness benefits pursuant to Labor Code section 4850 and as set forth in the Industrial Accident and Illness Leave provision of the MOU between the City and the Rio Vista Police Officers' Association.

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.

2. Light duty will not be approved unless there are specific duties to be performed relative to the qualifications of the affected employee.

E. Bereavement Leave.

When a death occurs in the immediate family of an employee, they 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 applicable 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 management leave time accrued shall be allowed, at the discretion of the applicable Department Head and 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 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 applicable 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.

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 accordance with federal and state law.

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 required to remit to the City of any monies earned as a juror, excepting mileage reimbursement.

J. Civil Subpoena Leave.

A leave of absence shall be granted to an employee who has been served a subpoena to appear as a witness in a court case. Requests for leave of absence to serve as a witness shall be made by presenting the official court summons to the employee's immediate supervisor. 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. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to the City. The witness fee assigned to the City does not include the Court's reimbursement to the employee for transportation expense.

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 reason satisfactory to the applicable Department Head and the City Manager for not having obtained an authorized leave of absence.

ARTICLE XI. – 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 (2) floating holidays 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. 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 XII. - 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.

2. 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.

3. 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.
4. 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) workdays after receiving the informal decision from the immediate supervisor.

5. 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) workdays 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) workdays 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) workdays 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) workdays after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within ten (10) workdays, then the employee may present the appeal in writing to the City Manager. Failure of the employee to take further action, within ten (10) workdays after receipt of the Department Head's decision, or within a total of twenty-five (25) workdays 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) workdays, 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 Article XII, Section 3, subsection a, above 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.

5. 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.

6. 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.

7. 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 their grievance.

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 employee evaluations nor disciplinary actions are subject to the grievance procedure.

ARTICLE XIII. – TERM 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.

ARTICLE XIV. – MISCELLANEOUS PROVISIONS

A. 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.

- B. 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.
- C. 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.
- D. 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.

E. The parties agree that the terms and conditions of this Agreement are intended to supersede any prior negotiations or contractual provisions. It is recognized that there may be circumstances which could render certain provisions of this Agreement inoperable or create conflicts among the provisions of this agreement and which (a) were not contemplated at the time of executing this Agreement, or (b) arise beyond the control of the parties, such as requirements of federal or state law, city voter initiatives, or similar matters. In the event of such circumstances, the parties shall meet and confer in good faith to harmonize any conflicts or address any provisions rendered inoperable.

CITY OF RIO VISTA

By: 

Rob Hickey
City Manager

Date: JAN 5, 2022

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION 29, AFL-CIO MID-
MANAGEMENT EMPLOYEES**

By: 

Tamara R. Rubyn
President/Business Manager
Designated Negotiator

Date: JANUARY 4, 2022