



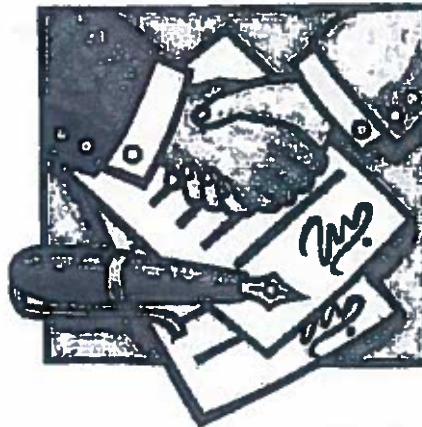
AGREEMENT BETWEEN

CITY OF VALLEJO

AND

**THE CONFIDENTIAL, ADMINISTRATIVE, MANAGERIAL, AND
PROFESSIONAL ASSOCIATION OF VALLEJO**

July 1, 2017 – June 30, 2020



Approved as to form:


By: 
Claudia Quintana
City Attorney

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SECTION 1. RECOGNITION

The City hereby recognizes the Confidential, Administrative, Management and Professional Association of Vallejo (CAMP) as the sole and exclusive bargaining representative of the representational unit defined for the unclassified employee unit defined in the Vallejo Municipal Code. The City reserves the right to amend or to clarify the appropriate representational unit after meeting and consulting with CAMP.

SECTION 2. NON-DISCRIMINATION

2.1. Discrimination Prohibited.

Neither the City nor CAMP shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, national origin, religious creed, age, sex, gender, sexual orientation, marital status, medical condition (cancer or genetic characteristics), genetic information or disability.

2.2. Association Membership or Activity.

Neither the City nor CAMP shall interfere with the right of employees covered by this Agreement to become or not become members of CAMP, and there shall be no discrimination against any such employee because of lawful CAMP membership or non-membership activity or status.

SECTION 3. CITY RIGHTS

3.1. At Will Status.

Employees filling positions included in this representational unit are at will employees and therefore shall serve at the will and pleasure of the City. At will employees acquire no property interest in their positions and have no guarantees, either implied or express, regarding continued employment, nor any right to appeal termination of such employment or any disciplinary action. Nothing herein shall abrogate the at will status of these employees.

3.2. Rights.

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement except as modified in this Agreement. These rights include, but are not limited to:

- 3.2.1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- 3.2.2. To plan, direct, control and determine the operations or services to be conducted by employees of the City;
- 3.2.3. To determine the methods, means, number of personnel needed to carry out the mission of the City or the mission of any department;
- 3.2.4. To direct the working forces;
- 3.2.5. To hire, promote and assign or to transfer employees within the City or a department;
- 3.2.6. To lay-off or relieve employees due to lack of work or funds or for other reasons determined appropriate by the City;
- 3.2.7. To make, publish and enforce rules and regulations;
- 3.2.8. To introduce new or improved methods, equipment, or facilities;
- 3.2.9. To contract out for goods and services.

3.3. Filling of Vacant Positions.

The City retains the sole and exclusive right to determine when and if a vacant position will be filled. Such decision shall not be subject to grievance or arbitration.

SECTION 4. ASSOCIATION SECURITY

4.1. Maintenance authorization of CAMP contributions.

(a) An employee in the bargaining unit represented by CAMP may, at any time, execute a payroll deduction authorization form as furnished by the Union. CAMP will be the custodian of records for such deduction authorizations and will provide the City with written certification that it will maintain an individual employee authorization signed by the individual from whose wages the deduction is to be made.

b) The city shall begin deductions in the amount prescribed by CAMP in the first full payroll period after receipt of written certification of employee authorization from CAMP.

(c) Except as otherwise provided in this section, and in accordance with S.B.866 (2018) and A.B.119 (2017), each pay period, the City shall remit all sums so directed to CAMP, together with a written statement of the name, job title, department, work location, work, home, and personal cellular telephone number, personal e-mail addresses on file with the city, and home addresses of all employees and amounts deducted, including an accumulated total amount per employee

(d) When CAMP adjusts the level of contributions, CAMP shall provide written notice to the City.

(e) Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall direct requests to cancel or change deductions to CAMP and shall rely on information provided by CAMP regarding whether deductions were properly canceled or changed. Except as otherwise provided in this section, the City shall continue to deduct and remit contributions until it receives notice of revocation from CAMP as provided in this section, or it receives an order from the court or administrative body directing the City to discontinue deductions for one or more employees.

(f) No Fault.

CAMP agrees to indemnify and defend and hold the City harmless for any and all claims, demands, suits, or other action by employees arising from the provisions of this Section or from complying with any demand for revocation.

(g) Leave of Absence.

City will not make deductions from the pay of employees on leave without pay e. Upon return from leave of absence without pay, the City shall reinstate the CAMP payroll deductions in place prior to the employee taking leave.

(g) The City shall not resolve disputes between CAMP and represented employees concerning CAMP membership or contribution deductions or provide advice to employees about such matters. The City shall direct employees with questions or concerns about the CAMP contributions to CAMP without expressing an opinion or otherwise responding to employee questions or concerns.

(h) Upon request of CAMP, the City agrees to meet with CAMP to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

4.2 New Employee Orientation

CAMP will be allowed a representative at all City orientations for new employees represented by CAMP will be attending consistent with Government Code § 3550-3559. Such CAMP representative shall be allowed twenty (20) minutes to make a presentation and answer questions to employees in classifications represented CAMP. CAMP may present packets to represented employees at orientation. The City or department, where appropriate, will notify CAMP thirty (30) days in advance of such an orientation session in order to insure CAMP's attendance at the orientation.

SECTION 5. CLASSIFICATION ACTIONS

5.1. Job Classifications.

When a new job classification is established or an existing one is changed, the City will submit the new or revised job class specification in writing and the wage rate assignment to CAMP. If CAMP requests within five (5) calendar days after receipt of the new or revised job class specification, the City and CAMP shall meet and consult over the job class specification and the assigned wage rate. After meeting and consulting, the City shall be free to implement the classification and wage rate assignment as deemed appropriate.

5.2. Classification Studies.

Employees shall have a right to request a study of their current positions to determine if they are properly classified. The Director of Human Resources shall decide whether such a study will be conducted; provided, however, that the Director of Human Resources' decision to not conduct such study shall not be arbitrary, capricious or discriminatory. Should such study not be undertaken, the employee who filed the request and CAMP will be informed in writing by the Director of Human Resources or his designate within thirty (30) days of the written request for such study as to the precise reasons for the City's decision to not undertake such study. Should such study be undertaken and result in no change or a downward change in classification, the employee who filed the request will be informed as to the precise reasons therefore by the Director of Human Resources or designate.

5.3. Salary Changes.

When, through the reclassification procedure, an employee is moved to a classification for which the maximum rate of the range is greater than the maximum rate of the range for the classification from which the employee was moved, such employee, beginning with the start of the pay period immediately following said move, shall be advanced to the nearest pay range step in the position to which he or she was moved which will result in an increase in such employee's regular straight-time rate of pay, but not less than \$200.00 per year, and thereafter shall be governed by the pay range increments set forth for such classification.

5.3.1. When, through the reclassification procedure, an employee is moved to a classification for which the maximum rate of the range is less than the maximum rate of the range for the classification from which the employee was moved, such employee shall continue to be paid the regular straight-time rate of pay he or she was receiving in the classification from which the employee was moved until such time as the maximum rate of the range of the classification to which such employee was moved surpasses his or her then current rate, and thereafter shall be governed by the pay range increments set forth for such classification.

5.4. Equity Adjustments.

In Fiscal Year 2018-19, the City will initiate a city-wide classification and compensation study. This compensation study will include, as a goal, a proposed policy for setting salaries for new positions and future salary adjustments, including adjustments for equity and compaction. The City will engage with CAMP to meet and confer concerning elements of the study prior to its commencement, including comparator agencies and benchmark classifications. The City will use the language in this section of the Agreement to address equity adjustments except that during the term of this contract, this section shall be suspended

and not apply, and no equity adjustments will occur during the term of this contract pursuant to the below process.

- 5.4.1.** Effective July 1, 2004 and each July 1st during the term of this Agreement, CAMP may submit to the Human Resources Director requests for equity adjustments for up to three job classifications no later than the preceding March 31st.
- 5.4.2.** CAMP may request that each equity adjustment consider any or all of the following methodologies to determine if an equity adjustment is necessary:
 - 5.4.2.1. External Salary Comparison.** An external salary comparison shall include a review and analysis of the top step base salary for similar job classifications, and for benchmark positions, within all of the market survey cities. The market survey cities shall be the same survey cities utilized by the bargaining unit from which the positions are compared from all ranks in that division.
 - 5.4.2.2. Internal Salary Comparison.** An internal salary comparison shall include a review and analysis of existing positions within the City that are performing similar ongoing duties and assignments with similar levels of responsibilities. The internal salary review shall compare the top step base salaries of these positions.
 - 5.4.2.3. Compaction Salary Comparison.** The compaction salary comparison shall include a review and analysis of the top step base salary of the employee being reviewed to the top step base salary of their highest paid subordinate. In determining the appropriate salary level for compaction, the City shall review the current market practices of the survey cities. In analyzing the market trends and internal data until such time as the city-wide policy addressing salary adjustments has been developed.
- 5.4.3.** The City shall conduct equity adjustments promptly. Upon completion of the initial preliminary review, the City shall meet and confer with CAMP to determine the appropriate salary range for the classification. Should the results of such review indicate that the pay rate of a classification be increased, the City shall immediately, and retroactively to July 1st, provide the classification with the appropriate salary adjustment. Should the results of such a review indicate that the pay rate of a classification be reduced, the employee(s) in that classification may be Y-rated and/or handled in the same manner as the reclassification procedure defined in Section 5.3 and 5.3.1.

SECTION 6. SALARY

6.1. Wages.

Effective the first full pay period following ratification of this agreement by CAMP and adoption by the City Council, wages for members of the bargaining unit shall increase by two and one half percent (2.5%). These salary rates are reflected in the salary scheduled attached hereto as Appendix A.

Effective the first full pay period following January 1, 2019, wages for members of the bargaining unit shall increase by two percent (2.0%). These salary rates are reflected in the salary scheduled attached hereto as Appendix B.

6.2. Eligibility for Increases.

Employees shall receive the salary increases specified in this Agreement provided that their work performance has not been evaluated by the appropriate department head or designated supervisor as being unsatisfactory in a major job responsibility in the twelve month period preceding the effective date of the salary increase. The unsatisfactory work performance must be documented and provided to the employee at the time of the unsatisfactory performance and the employee given a reasonable length of time to correct such unsatisfactory performance. An employee who does not receive a salary increase shall be eligible to be considered for such an increase after performance improves to satisfactory levels.

6.3 One Time Lump Sum Payment

6.3.1. In recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment of \$1,500 for regular employees in the bargaining unit following Council approval of this MOU.

6.3.2 This one-time discretionary cash payment shall only be paid as follows:

a. Employees who were employed in a classification assigned to the bargaining unit on June 30, 2018, and continue to be employed in a classification assigned to the bargaining unit at the time of the disbursement which is estimated to occur on the first pay period after Council approval of MOU.

b. Notwithstanding the foregoing, employees who promoted into the CAMP bargaining unit who were not eligible for the one-time payment provided for under the City's current contract with the International Brotherhood of Electrical Workers, Local 1245 ("Local 1245") shall be eligible to receive the one-time lump sum payment provided for in section 6.3.1. In no event shall an employee receive a one-time lump sum payment under both this contract and the City's agreement with Local 1245.

6.3.3. In addition, employees hired after Council approval of this MOU, and temporary employees regardless of hire date are expressly excluded from receiving this one-time discretionary cash payment.

6.3.4. The discretionary payment contemplated in this subsection 6.3 is meant to formalize the City's decision previously made, to the extent the Association's ratification is set to occur shortly. The parties agree that there is no enforceable contractual right to this discretionary cash payment and both the fact that payment is to be made and the amount of the payment are determined at the sole discretion of the City at or near the end of the negotiations period.¹

¹ 1 29 USCS 297(e)(3); 29 C.F.R. 778.211 (Discretionary Bonus); DOL WHO Opinion Letter FLSA 2008-12 (December 1, 2008).

SECTION 7. BENEFITS

7.1. Group Health Insurance.

Commencing January 1, 2010, the City shall provide to all eligible employees, retiree-annuitants, and dependents a comprehensive medical and flexible benefits plan under the Public Employees Retirement System ("CalPERS") Health Benefits Program in compliance with the Public Employee Medical and Hospital Care Act ("PEMHCA").

7.1.1. Premium Contribution for Active Employees.

- a. Commencing January 1, 2014 and until June 30, 2016, the City capped its PEMHCA contribution towards medical premiums for employees and eligible dependents at \$300 per month.
- b. Effective on and commencing July 1, 2016, the City shall cap its PEMHCA contribution toward medical premiums for employees and eligible dependents at the PEMHCA minimum contribution.²

7.1.1.1 For all employees regardless of date of hire, the City will pay seventy-five percent (75%) of the Kaiser Bay Area (North) rate at each level of coverage (i.e., employee only, employee plus one, or employee plus two or more) in effect at the time the premium is paid. The City will contribute the difference between the PEMHCA minimum contribution and 75% of the Kaiser Bay Area (North) rate through a flexible benefits plan. The City's contribution through the flexible benefits plan shall be limited for use for medical premiums. The employee is responsible for any premium cost in excess of the total City contributions set forth above.

Example # 1: An employee is enrolled in a medical plan at the Family level. If the Kaiser Bay Area (North) Family rate is \$1224/month, the City will pay the PEMHCA minimum (\$125 for 2016) as a direct employer PEMHCA contribution and \$793 through the flexible benefit plan. The employee is responsible for any premium cost in excess of \$918 (75% of Kaiser).

7.1.2. Premium Contributions for Retiree-Annuitants.

The City shall continue to participate in the retiree-annuitant portion of the PEMHCA as provided for in Government Code Section 22857. Retiree-annuitants will continue to receive the same direct PEMHCA City contribution as active employees (i.e., the PEMHCA minimum). The City's contribution to the flexible benefits plan for active employees shall not be considered part of the City's PEMHCA contribution.

7.1.3. VEBA or Alternative Retirement Health Savings Program.

Employees first hired on, or coming into the CAMP bargaining unit, after July 1, 2013, may receive retiree medical benefits in the form of an individual account with a Voluntary Employee Beneficiary Association ("VEBA") [IRC Section 501(c)(9) trust] or alternative Retirement Health Savings Program ("RHSP") selected by the City. The

² The PEMHCA minimum contribution for 2018 is \$133, subject to annual adjustments by PERS.

City shall contribute monthly an amount of money into each employee's VEBA account or alternative RHSP selected by the City equal to one and one-half percent (1.5%) of the employee's base monthly salary.

7.1.3.1. Irrevocable election and waiver. In order to participate in the VEBA or alternative RHSP selected by the City, employees must exercise a one-time irrevocable election and waiver, by July 1, 2016, or within thirty (30) days of employment or within (30) thirty days of transfer into a classification represented by CAMP, whichever is later, in which the employee must choose to either (a) continue participating in the retiree-annuitant portion of the PEMHCA or (b) instead receive the 1.5% VEBA or alternative RHSP selected by the City.

- (a) Those employees who continue to participate in the retiree-annuitant portion of the PEMHCA shall, upon their retirement, receive PEMHCA benefits in an amount commensurate with active employees. Effective July 1, 2016, that is the PEHMCA minimum plus any additional post employment benefit amount as determined by Resolution of the City Council.
- (b) Those employees who opt to instead receive the 1.5% VEBA or alternative RHSP, selected by the City, City contribution shall execute a waiver form giving up any right to receive any other retiree medical contribution from the City, including but not limited to (i) participation in the retiree-annuitant portion of the Public Employees' Medical and Hospital Care Act ("PEMHCA") and (ii) any post-employment contribution by the City made directly to the employee or on the employee's behalf towards PEMHCA. If the City remains in PEMHCA, however, those employees who opted for the VEBA or alternative RHSP selected by the City, will receive PEMHCA benefits in an amount commensurate with active employees, (Effective July 1, 2016, that is the PEMHCA minimum) and in addition, will have access to the amounts in their VEBA or RHSP accounts.

7.1.3.2. Pre July 1, 2013 Employees. Those employees hired prior to July 1, 2013, may choose whether or not to participate in the VEBA or alternative RSHP selected by the City. In order to participate in the VEBA or alternative RHSP selected by the City, these employees must affirmatively exercise in writing their irrevocable election pursuant to and consistent with subsection 7.1.3.1 above no later than July 1, 2016.

The employees who elect to receive the VEBA or alternative RHSP will do so in accordance with subsection 7.1.3.1(b). Those employees who choose not to participate in the VEBA or alternative RHSP selected by the City will continue to receive PEMHCA benefits in an amount commensurate with active employees (Effective July 1, 2016, that is the PEMHCA minimum), plus any additional post-employment benefit amount as determined by Resolution of the City Council.

7.1.3.3 Employees who have VEBA/RHSP accounts and whose account funds were held in a low-interest account prior to the transfer of such funds to ICMA will receive a one-time, lump sum contribution into their RHSP accounts equal to 3.5% of the value of their account, per year compounded over each employee's years in membership in the VEBA/RHSP up to a maximum of four (4) years. These contributions are in settlement of any outstanding claims related to alleged losses suffered by employees while funds were held in a low-interest account.

7.1.4. Effective Date for Coverage.

New employees shall be eligible for coverage under this section in accordance with the provisions of the Public Employees Medical and Hospital Care Act.

7.1.5. Waiver.

Employees who have health insurance may waive the health insurance coverage offered by the City if they prove to the City's satisfaction that they have medical coverage from another source. Effective January 1, 2014, an employee who has continuously waived being covered since December 31, 2013 shall receive \$550 per month in a cash payment. Any other employee who waives the health coverage shall receive \$250 per month in a cash payment.

7.2. Retirement Plan.

7.2.1. Retirement Formula.

7.2.1.1. Employees hired before January 1, 2013 and new bargaining unit hires on or after January 1, 2013 who are determined by Ca1PERS to be "classic" or "legacy" members of the Ca1PERS system. The City shall continue to participate in the Ca1PERS Local Miscellaneous 2.7% at 55 retirement plan.

7.2.1.2. New bargaining unit employees hired on or after January 1, 2013 that are new to the Ca1PERS retirement system. The City shall provide the California Public Employee Retirement System Local Miscellaneous 2% at 62 retirement program. In this and all other relevant respects, the City would comply with Government Code sections 7522 et seq. including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

7.2.2. Employee Contribution Rate.

Pursuant to Government Code Section 20516 (Employee Sharing of Cost of Additional Benefit), the member contribution rate for all bargaining unit members who qualify as "classic" under the PEPRAs shall be nine percent (9.0%). Bargaining unit members who qualify as "new" members under the PEPRAs shall pay a member contribution rate equal to 50% of the normal cost for their retirement benefit. Such amount shall be deducted from the employees' paycheck.

7.2.3. Elimination of Salary Conversion.

All employee contributions required by Ca1PERS shall be made by the City of Vallejo by deducting the amount of the total Ca1PERS employee contribution from the salary of the employee. The City shall implement the provisions of section 414(h)(2) of the Internal Revenue Code ("IRC") for the employee contributions deducted from the salary of employees. This shall not be construed as a guarantee by the City of the existence or continuation of any tax benefits arising from this section of the IRC, nor shall the City indemnify any employee against any loss that may result from any different interpretation, change, or elimination of the relevant sections of the IRC.

7.2.4. Pre-Retirement Death Benefit.

During the term of this agreement, the City shall continue to provide the Pre-Retirement Optional Settlement 2-W Death Benefit set forth in Government Code Section 21548 for bargaining unit employees.

7.3. Life Insurance.

The City shall provide life insurance to each employee covered by this Agreement in the amount of \$40,000. Accidental death and dismemberment shall be maintained at the same level as basic coverage. During the term of this Agreement the City shall pay the full cost of premiums for this coverage.

7.4. Group Disability Income Program.

During the term of this Agreement, the City shall continue to provide a group disability income protection plan substantially similar to the one in effect on June 30, 2013. The City shall pay the full cost of coverage for the term of the Agreement.

7.5. Employee Assistance Program.

During the term of this Agreement, the City shall continue to provide an employee assistance program substantially similar to the one in effect on June 30, 2004. The City shall pay the full cost of this coverage for the term of the Agreement.

7.6. Dental Plan.

During the term of this Agreement, the City shall continue to provide a dental plan substantially similar to the one in effect on June 30, 2013. The City shall pay the full cost of this coverage for the employee and eligible dependents during the term of this Agreement.

7.7. Orthodontic Plan.

The City shall provide an orthodontic plan providing employee and dependent coverage of 50% to a lifetime maximum of \$2,000 per covered individual. The City shall pay the full cost of this coverage for employees and their eligible dependents during the term of this Agreement.

7.8. Vision.

During the term of this Agreement, the City shall continue to provide a vision plan substantially similar to the one in effect on June 30, 2013. The City shall pay the full cost of this coverage for the employee and eligible dependents during the term of this Agreement.

7.9. Right to Select Carriers.

The benefits provided for in this section shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. If provided through a self-insurance plan, all benefits are subject to the provisions of the plan document. Notwithstanding any such changes, the level of benefits shall remain substantially the same.

7.10. Management Incentive Pay Eligibility.

In the previous MOU, employees included in this representational unit were eligible to receive Management Incentive Pay, which was an annual benefit applied on a fiscal year basis. The amount of this benefit was received as pay. The pay could be taken in one lump sum, bi-annually or on a bi-weekly basis.

7.10.1. Effective June 30, 2016, Management Incentive Pay shall cease, and the amounts are to be rolled over into a new salary schedule which shall be in effect as of July 1, 2016 (Appendix B) and shall reflect the following increases:

7.10.1.1. Effective July 1, 2016, the base pay for those exempt employees and non-exempt employees in salary range 125 and above in this representation unit (as reflected in the salary schedule attached to this MOU as Appendix B) will be increased by 5.77% (the equivalent of 120 hours of pay per year).

7.10.1.2. Effective July 1, 2016, the regular pay for those non-exempt employees below salary range 125 in this representation unit (as reflected in the salary schedule attached to this MOU as Appendix B), will be increased by 2.88% (the equivalent of 60 hours of pay per year).

7.11. Longevity Pay.

7.11.1. The City provides Longevity Pay for those employees hired before July 4, 2004 who became CAMP bargaining unit members before February 11, 2009, up to a maximum of ten percent (10%) of an employee's base salary as follows:

7.11.1.1. An employee with more than twenty (20) but less than twenty-five (25) years of City of Vallejo service shall receive an additional amount equal to five percent (5%) of their base salary. This payment shall begin at

the beginning of the 20th year based on the anniversary date of the employee.

7.11.1.2. An employee with twenty-five (25) or more years of City of Vallejo service shall receive an additional amount equal to ten percent (10%) of their base salary. This payment shall begin at the beginning of the 25th year based on the anniversary date of the employee.

7.11.2. The City shall provide Longevity Pay to those employees hired after July 4, 2004, but who became CAMP bargaining unit members before February 11, 2009, up to a maximum of five percent (5%) of base salary as follows:

7.11.2.1. An employee with more than twenty (20) but less than twenty-five (25) years of City of Vallejo service shall receive an additional amount equal to two and one-half percent (2.5%) of their base salary. This payment shall begin at the beginning of the 20th year based on the anniversary date of the employee.

7.11.2.2. An employee with twenty-five (25) or more years of City of Vallejo service shall receive an additional amount equal to five percent (5%) of their base salary. This payment shall begin at the beginning of the 25th year based on the anniversary date of the employee.

7.11.3. Employees hired after February 11, 2009 are not eligible for Longevity Pay.

7.11.4. Employees hired before July 4, 2004, who become CAMP bargaining unit members after February 11, 2009, will be subject to the provisions of 7.11.2.

Hire Date	BU Date	Longevity
Pre 7/4/04	Pre 2/11/09	Full Longevity
Pre 7/4/04	Post 2/11/09	1/2 Longevity
Post 7/4/04	Post 7/4/04 — Pre 2/11/09	1/2 Longevity
Post 7/4/04	Post 2/11/09	No Longevity

7.12. Part-Time Employee Fringe Benefits.

7.12.1. Definition.

A part-time employee is considered to be any employee with a work schedule of at least twenty (20) but less than forty (40) hours per week on a year-round basis.

7.12.2. Eligibility.

Part-time employees will be eligible for the benefits provided for in this Agreement in accordance with the provisions of this section. Part-time employees who are scheduled to work less than twenty (20) hours per week on a year-round basis shall not be eligible for any fringe benefits under this Agreement.

7.12.3. Benefit Proration.

All benefits provided by this Agreement other than those benefits specifically listed in Section 7.12.4 below shall be prorated based on the ratio of an employee's average regularly scheduled weekly hours to the regularly scheduled weekly hours of a full-time employee. For example, an employee with an average regularly scheduled work week of thirty-two (32) hours would have benefits prorated at eighty percent (80%) of the benefits available to a full-time employee. This number would be arrived at by calculating the ratio of 32 to 40 hours per week which is equal to eighty percent (80%).

7.12.4. Benefits Not Prorated.

Part-time employees shall receive the same dental, vision, long-term disability insurance, life insurance, employee assistance program benefits, and medical insurance flex benefits as full-time employees.

7.12.5. Medical Insurance.

The City shall pay the full cost of the health insurance premium for part-time employees in accordance with the provisions of the City's contract with PERS.

7.13. Uniform Allowance.

Effective July 1, 2016, if employees in the CAMP bargaining unit are required to wear uniforms, the parties will meet and confer over the subject of a uniform allowance.

7.14. Safety Shoes.

7.14.1. Effective July 1, 2016, employees required by the City to wear safety shoes shall be eligible to receive a reimbursement of up to \$100 per fiscal year for the purchase and repair of required safety shoes which meet the ANSI specifications.

7.15. Educational Reimbursement.

7.15.1. Completion and Reimbursement.

Effective July 1, 2016, upon proof of satisfactory completion, which is defined as a "C" or better or "Pass" in a pass/fail course, the City shall reimburse the employee for one hundred percent (100%) of the costs incurred in pursuit of qualified educational courses, up to a maximum of \$800 per employee during the term of this MOU. Reimbursable items include textbooks, materials, fees and/or tuition, which are required for the course. All expenses must be accompanied by appropriate receipts. Courses or subjects must be job-related in that they:

- a. Directly relate to the employee's present job; or
- b. Directly relate to a position to which the employee could be promoted.

7.15.2. Approval in Advance.

All courses covered and expenditures reimbursed under this MOU must be approved in advance by the employee's department head and the Director of Human Resources. To be eligible for reimbursement, courses must be

offered through an accredited college, university, community college, or vocational school. Courses that do not directly relate to the job (i.e., safety courses, management courses, etc.) may qualify if they are approved in writing by the department head and Director of Human Resources. Expenditures under this program shall not exceed \$10,000 per fiscal year subject to a maximum of \$800 per individual employee for the term of this agreement. Funds will be allocated on a "first come, first served" basis.

7.16. Bilingual Pay.

7.16.1. Effective July 1, 2016, an employee certified as bilingual shall receive an additional premium of \$75 per month if he or she is certified as bilingual as follows:

7.16.1.1. The employee has the demonstrated ability to translate Spanish, Tagalog or American Sign Language into English and vice versa, both in writing and verbally, established by passing a proficiency test administered by the Department of Human Resources; and

7.16.1.2. The Employee and the Department Head certify that the employee's bilingual skills are desired by the department, and the employee may be called upon when necessary to translate communications as required by the Department Head.

7.16.2. The Department Head shall have the discretion to increase or reduce the number of languages depending upon operational needs and other appropriate considerations.

SECTION 8. PAID TIME OFF

8.1. Holidays.

8.1.1. Declared Holidays.

Eleven (11) holidays per fiscal year and two (2) floating holidays shall be observed during the term of this Agreement. Those holidays are as follows:

Independence Day, July 4
Labor Day, First Monday in September
Columbus Day, Second Monday in October
Veteran's Day, November 11
Thanksgiving Day
Friday after Thanksgiving
Christmas Day, December 25
New Year's Day, January 1
Martin Luther King, Jr. Day, Third Monday in January
President's Day, Third Monday in February
Memorial Day, Last Monday in May
Two (2) Floating Holidays

The holiday observance provisions for this representational unit shall be the same as those for the unit represented by the International Brotherhood of Electrical Workers, Local 1245, AFL-CIO.

8.1.2. Holiday Leave.

All employees in this representational unit (other than those covered by Section 8.1.4 of this Agreement) shall be entitled to eighty- eight (88) hours of holiday leave placed in their Holiday Leave Bank per calendar year (8 hours for each of the 11 holidays listed in section 8.1.1), effective January 1st of any year. Employees who are hired, promoted or leave a position included in this representational unit during the calendar year shall have this benefit prorated according to the number of holidays that occur during the period of time that they actually work in a position included in this unit.

8.1.2.1. Employees whose regular day off falls on the day a holiday occurs may use their holiday leave at another time which meets with their supervisor's approval. (i.e., an employee who has Monday as their regular day off will not use holiday leave to take off on a President's Day Monday holiday and may use that holiday leave on another occasion). Holidays taken at another time than on the actual holiday must nevertheless be taken in the same pay period.

8.1.2.2. Except as provided below, an employee scheduled to work on the day a holiday occurs shall use 8 hours from his or her Holiday Leave Bank.

8.1.2.3. Holiday Leave for Alternative Schedule Employees. Employees who work an alternative work schedule shall use 8 hours of holiday leave. Employees may choose to supplement with annual leave from their annual leave bank in order to receive pay for the number of hours normally worked on alternative schedule, or, upon written notice to their manager, may work additional hours to achieve pay for 40 hours a week as follows:

- a. FLSA non-exempt (hourly) EMPLOYEES on an alternative schedule.** Alternative schedule employees will be paid only 8 hours of Holiday pay per holiday (default). However, these alternative schedule employees may also draw down hours from their annual leave bank to be paid for a full 40 hour workweek, upon written notice to their manager. Alternatively, in order to receive pay for a full 40 hour workweek, these employees may request to work additional hour(s) as long as this request does not result in FLSA overtime (e.g., an employee on a 4/10 schedule may request to work 2 additional hours on another work day and receive 8 hours of holiday pay without drawing from their annual leave bank- see example B). Such request must be made in writing by the employee seven days prior to the holiday and must be approved by their supervisor.

A. Example of an hourly employee on a 9/80 schedule working additional hours:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	9 regular	9 regular	9 regular	9 regular	4 (end) /4 (start) regular	Off
Off	9 regular	9 regular	9 regular	9 regular	Off (end)/off	Off
Off	8 Holiday	9+1 add'l hour	9 regular	9 regular	4 (end)/4 (start)	Off
Off	9 regular	9 regular	9 regular	9 regular	Off (end)/off	Off

In the above example, the hourly employee, whose workweek starts and ends in the middle of a Friday, would normally be paid for 31 regular hours and 8 holiday hours for a total of 39 hours. That employee may work an additional hour of time between those two Fridays (the example shows it on a Tuesday) without incurring overtime, and would then work and be paid for that additional hour at a regular rate.

8.1.3. Floating Holiday Leave.

All employees in this representational unit shall be entitled to sixteen (16) hours of floating holiday leave per calendar year effective January 1st of any year, to be used in the same manner as Holiday Leave (8.1.2 above). This leave benefit shall not be prorated. Floating Holiday Leave is to be scheduled in accordance with each department's procedure for requesting vacation leave and also must be used prior to the end of a given calendar year. Any remaining balance in the employee's Floating Holiday Leave Account at the end of a calendar year shall be lost.

8.2. Annual Leave.

8.2.1. Annual Leave Accumulation Rate.

Employees covered by this Agreement shall be entitled to accumulate annual leave in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	ACCRUED ANNUAL LEAVE
0 through 4	80 Hours
More than 4 through 10	120 Hours
More than 10 through 20	160 Hours
More than 20 through 26	200 Hours
More than 26	224 Hours

All employees shall begin to accrue annual leave benefits from their first day of employment and shall be eligible to use annual leave from the point that it is accrued. The City retains discretion to award a second level of annual leave accrual to employees who become members of the CAMP bargaining unit after February 11, 2009.

8.2.2. Limitation of Accumulation.

Employees included in this representational unit shall be eligible to accumulate annual leave up to that which can be accumulated in three (3) years.

No employee shall be allowed to accrue annual leave above the maximum allowed accumulation unless one of the following exceptions is granted by the Director of Human Resources, or designee.

8.2.2.1. An exception will be granted by the Director of Human Resources, or designee, in the event that an injury or illness to the employee, or the employee serving on jury duty precludes that employee using accrued annual leave. To be considered for this exception, the Director of Human Resources must be informed of the circumstances surrounding the need to allow for the exception before an employee's annual leave accumulation reaches the maximum. The employee shall be paid for any accrual in excess of the maximum determined appropriate by the Director of Human Resources at the employee's current pay rate. At a minimum, an employee shall be paid for that amount of annual leave they would have accrued during the period they were precluded from using accrued annual leave.

8.2.2.2. The Director of Human Resources, or designee, may grant an exception in cases where an employee's scheduled annual leave was canceled by the employee's department head. To be considered for this exception, the Director of Human Resources must be informed of the circumstances surrounding the need to allow for the exception before an employee's annual leave accumulation reaches the maximum. The employee shall be paid for any accrual in excess of the maximum determined appropriate by the Director of Human Resources at the employee's current pay rate. At a minimum, an employee shall be paid for that amount of annual leave they would have accrued during the period they were precluded from using accrued annual leave.

8.2.3. Separation From Service.

Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the City, shall receive annual leave pay for all of their accrued annual leave upon their separation from employment with the City. The amount of payment for all unused annual leave shall be calculated based upon the employee's regular straight time hourly rate of pay, including longevity pay and other special pays listed in Section 7.13 that are applied to an employee's hourly rate of pay, in effect for the employee's regular job, on the last day that employee actually works.

8.3. Sick Leave.

8.3.1. Accumulation.

All employees covered by this Agreement shall be entitled to accumulate sick leave at the rate of twelve (12) hours per month. Employees shall accrue sick leave benefits from their first day of employment and shall be eligible to use sick leave from the point that it is accrued.

8.3.2. Sick Leave Usage.

An employee on a regular schedule shall be required to use eight (8) hours from their Sick Leave Account for every sick day off. Effective the first pay period after May 1, 2016, employees on an alternative schedule shall be required to use and deduct nine (9), ten (10), or twelve (12) hours from their Sick Leave Account in order to receive pay for a full workday off, as applicable, based on their alternative schedule work day.

8.3.3. Separation from Service.

In order to be eligible for a sick leave payout, an employee must have one year of service with the City. The amount of payment for all unused sick leave shall be calculated based upon the employee's regular straight time hourly rate of pay, including longevity pay and other special pays listed in Sections 7.11-7.16 that are applied to an employee's hourly rate of pay, in effect, for the employee's regular job, on the last work day of the employee's employment. In the event of the death of the employee, any payment shall be made to the employee's designated retirement beneficiary.

An employee retiring into the CalPERS system shall have the remaining unpaid portion of sick leave converted as service credit at the time of retirement as allowed by CalPERS. A retiring employee shall have the option to waive payment for any

portion of their accumulated sick leave at retirement and elect to have their entire sick leave balance converted to CalPERS service.

8.3.4. Sick Leave Cashout for pre-February 9, 2009 Employees.

An employee who is in the CAMP bargaining unit on or before February 1, 2009 and who has made the one-time non-revocable election by March 9, 2009, may elect to either a) preserve a higher 12 hour a month sick leave accrual (which was the former rate), or, b) to accrue at the current level of 8 hours a month of sick leave applicable to all post February 1, 2009 hires. That employee's options were to:

8.3.4.1. Maintain existing sick leave accrual/cash out policy as it existed prior to this Agreement (i.e., 8 hours accrual per month with option to cash out. above); or

8.3.4.2. Freeze his/her existing sick leave bank and increase sick leave accrual from eight (8) hours to twelve (12) hours sick leave for each additional full month of employment. Upon lay off, resignation or retirement, or other separation from the service of the City, that employee who has frozen sick leave accumulated up to and before February 1, 2009, shall be entitled to cash-out up to one-half (1/2) of their accrued sick leave balance as of February 1, 2009. The employee may cash out up to one-third (1/3) of their accrued sick leave balance accumulated on or after February 1, 2009.

a. Upon election of this option any sick leave used will be deducted from the new accrual bank. If there are not sufficient hours in the new bank the frozen bank will have the hours deducted from it.

b. If an employee chooses to increase sick leave credit from eight (8) hours to twelve (12) hours, the employee cannot utilize any hours earned after exercising this option to participate in the Sick Leave Cash Out provision in 8.3.3.1 above. Sick leave hours earned prior to exercising this option remain eligible for Sick Leave Cash-Out. All non-cashed out sick leave hours (whether accumulated before or exercising the option) may be applied towards retirement service credit pursuant to Section 8.3.3 above.

8.3.4.3. The Sick Leave Cash Out benefit shall not be available to those employees who become members of the CAMP bargaining unit on or after February 1, 2009. However, these employees will be subject to the higher accrual (12 hours per month) and may convert their entire sick leave balance to CalPERS service credit as stated in 8.3.3 above.

8.3.5. Sick Leave Conversion.

Employees who use five (5) days or less of sick leave in a fiscal year shall have the option of converting sick leave to annual leave pursuant to the following formula:

8.3.5.1. One-fourth (1/4) of the remaining annual balance of sick leave, computed to the nearest one-quarter (1/4) hour, may be added to annual leave; the balance will continue to be recorded as sick leave. (Example: Twelve (12) days sick leave accrued in one year, minus four (4) days

used equals eight (8) days unused. One quarter (1/4) of eight (8) days equals two (2) days added to annual leave and six (6) days left as sick leave.) This conversion shall be made within the first quarter of a fiscal year.

8.4. Worker's Compensation.

8.4.1. Leave.

For illnesses or injuries determined to be compensable under the California Workers' Compensation statutes, worker's compensation leave will be granted for a period not to exceed a cumulative of ninety (90) working days per injury. While on this leave, the employee shall continue to receive full pay and benefits. Upon expiration of the leave, the employee shall be placed on the group disability insurance specified in Section 7.4 without a waiting period subject to the provisions of the insurance agreement with the disability insurance carrier. Employees qualifying for benefits under California Labor Code Section 4850 shall not be eligible for the benefits under Section 8.4.1 of this Agreement.

8.4.2. Benefit Premium Payments.

An employee who has an illness or injury sustained on the job shall have his/her premiums for health, dental and life insurance paid for by the City during the period of his/her disability for not more than one (1) year from the date of said injury.

8.5. Bereavement Leave.

8.5.1. Use of Leave.

Employees shall be eligible for paid Bereavement Leave up to a maximum of three (3) working days per bereavement for the death of the employee's husband, wife, qualified domestic partner, parent, brother, sister, child, grandparent or grandchild or the corresponding relations by affinity provided:

8.5.1.1. The employee notified the City of the purpose of his/her absence on the first day of such absence; and

8.5.1.2. The employee, when requested, furnishes proof satisfactory to the City of the death, and his/her relationship to the deceased.

8.5.2. Additional Time Off.

Employees may ask their department heads for additional time off work beyond the three (3) days. If approved, such additional time shall either be deducted from the employee's annual leave balance, if available, or it shall be approved as leave without pay, at the discretion of the employee.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1. Fair Labor Standards Act Status.

9.1.1. Status.

The City shall determine which individuals covered by this Agreement are exempt or nonexempt from the overtime provisions of the Fair Labor Standards Act (FLSA) following the provisions of that Act. A work week shall consist of seven (7) consecutive 24-hour periods designated by the City.

9.1.2. Overtime.

Employees covered by this Agreement determined by the City to be nonexempt from the overtime provisions of the Fair Labor Standards Act shall receive overtime compensation in accordance with the provisions of the Fair Labor Standards Act.

9.2. Performance Evaluation Program.

The City has developed a formal performance evaluation program. Nothing regarding the performance evaluation program shall be subject to the grievance procedure included in this Agreement.

9.3. Americans with Disabilities Act.

The City and CAMP acknowledge the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against disabled individuals in employment. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties may disregard provisions of this Agreement in order for the City to avoid discrimination. CAMP recognizes that the City has a legal obligation to meet with the individual to be accommodated before any adjustment is made in working conditions. CAMP will be notified of the proposed accommodations prior to implementation by the City. Prior to disregarding any provision of this Agreement in order to undertake the required accommodations for an individual protected by the Act, the City will provide CAMP with written notice of its intent to disregard the provision, and will allow CAMP the opportunity to discuss options to disregarding certain provisions of the Agreement.

9.4. Association Activity.

Authorized employees may engage in legitimate association business activities related to the negotiation and direct administration of this Agreement provided that these activities do not interfere with the normal activities of City business.

9.5. Layoff Notice.

The City in its sole discretion shall determine whether layoffs are necessary. When it becomes necessary for layoffs, employees to be laid off shall be given a minimum of sixty (60) calendar days' notice prior to the effective date of the layoff.

- 9.5.1. The parties agree that MOU section 9.5 authorizes the City to impose temporary as well as permanent layoffs and that there are no bumping rights for members of the CAMP bargaining unit. The notice period for temporary layoffs will be sixty (60) days.
- 9.5.2. Notwithstanding any other provision of this agreement, effective June 30, 2016, furlough days (temporary layoffs pursuant to 9.5) are eliminated for the remainder of this agreement.
- 9.5.3. Furloughs will be implemented in the following manner: Employees will be credited a number of "furlough hours" which they may use at any time during the furlough period. Wages will be reduced by a comparable amount for each pay period in the furlough period.

9.6. Certification/License Fees.

Employees who are required as a condition of employment or continued employment to obtain a state certification or licensing in the field in which they are employed by the City shall be reimbursed by the City for the annual cost of such certification or license.

SECTION 10. WORK SCHEDULES

10.1. Regular Work Schedule.

Employees on a regular schedule shall generally be scheduled to work Monday through Friday, 8 hours a day, 40 hours a week, with a start time and an end time, and enough time for an unpaid lunch in between, as determined by the department head based on departmental needs.

10.2. Alternative Work Schedule.

The City has made available the 9/80 and the 4/10 work schedules for employees included in this bargaining unit subject to the following limitations:

10.2.1. Participation in the alternative work schedule shall be voluntary on the part of the employees.

10.2.2. For FLSA Non-exempt Employees, effective July 1, 2016,

- a. The default work week applicable to employees working any schedule other than the 9/80 work schedule (including employees on a standard work schedule of five 8-hour days) shall be a one hundred and sixty-eight (168) hour period beginning on Saturday at 12:00 a.m. and ending on Sunday at 11:59 p.m. Different work weeks may be established for individual employees or groups of employees by notice from the City.
- b. The default work week applicable to employees working a 9/80 work schedule shall be a one hundred and sixty-eight (168) hour period beginning four hours and one minute into the employee's regularly scheduled 8-hour work day. For example, if an employee works a 9/80 schedule with alternating Fridays off, the employee's work week will begin at 12:01 p.m. on Friday and end at noon the following Thursday. Different work weeks may be established for individual employees or groups of employees by notice from the City.
- c. Unless a different work week is established by the City, the schedule of hours worked in a 9/80 work week shall be as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	9	9	9	9	4 (end)/4 (start)	Off
Off	9	9	9	9	Off	Off
Off	9	9	9	9	4 (end)/4 (start)	Off
Off	9	9	9	9	Off	Off

- d. Unless a different work week is established by the City, the schedule of hours worked in a 4/10 work week shall be as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	Off	10	10	10	10	Off

- e. Because of the unique requirements of the 9/80 work schedule, Fair Labor Standards Act non-exempt employees participating in the alternative work schedule shall not work more than 40 hours in one week without the written prior approval of their supervisor. The supervisor may work with the employee to designate a different schedule of hours worked during a work week than the one designated above, provided that the agreed upon alternative schedule work week for a non-exempt employee shall be agreed to in writing by both manager and employee, and not be longer than 40 hours.

- 10.2.3.** For Exempt Employees:
Exempt employees on an alternative schedule shall generally be scheduled to work an average of 40 hours a week, on a schedule to be set by each department based on departmental needs.
- 10.2.4.** The City shall not be required to implement the 9/80 schedule in a department or work unit where it is determined by the City that the schedule would cause service needs to not be met.
- 10.2.5.** Effective July 1, 2016, it is understood and agreed that any accrued annual leave taken on a regularly scheduled work day shall be deducted from the employee's Annual Leave Bank and equal the number of hours the employee was scheduled to work on the day the leave was taken.

SECTION 11. GRIEVANCE PROCEDURE

11.1. Definition.

A grievance is a dispute of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against the City involving the meaning, interpretation or application of the express provisions of this Agreement.

11.2. Procedure.

A grievance shall be processed in the following manner with the exception of those grievances specifically listed in Section 11.4, below:

11.2.1. First Step — Supervisor

11.2.1.1. Any employee, with or without a CAMP representative, covered by this Agreement who has a grievance shall submit it to the immediate non-representational unit supervisor provided that said grievance shall be in writing and signed by the aggrieved employee. The supervisor shall give his/her answer within ten (10) business days after such presentation.

11.2.2. Second Step — Director of Human Resources

11.2.2.1. If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Director of Human Resources within five (5) business day after receipt of the designated supervisor's response in Step 1. The Director of Human Resources, or designee, shall discuss the grievance within five (5) business days with the CAMP representatives at a time mutually agreeable to the parties. If no settlement is reached, the Human Resources director shall give his/her answer to the grievant within five (5) business days following the meeting with CAMP representatives.

11.2.3. Third Step — Selection of Neutral; Mediation Upon Mutual Agreement

11.2.3.1. If CAMP is dissatisfied with the Second Step answer and desires to pursue the matter to arbitration, it shall so advise the Director in writing within ten (10) regularly scheduled working days after receipt of the Second Step answer. Such notice to the Director shall specify the Section(s) of the Agreement allegedly violated and the specific reasons the Second Step answer is considered unacceptable.

11.2.3.2. The Director and the CAMP representatives shall jointly and promptly select an impartial mediator/arbitrator. If within five (5)

regularly scheduled working days after receipt of CAMP's appeal to the Third Step the parties are unable to agree on a mediator/arbitrator, the Director and the CAMP President shall send a joint letter to the State Mediation and Conciliation Service to provide a list of seven (7) qualified arbitrators. Immediately upon receipt of said list, the Director, or designee, and CAMP President, or designee, shall alternately strike a name from the list, and the last name remaining shall be designated as the mediator/arbitrator. The order of striking shall be determined by coin toss with the winner of the toss making the second strike.

11.2.3.3. If the City and CAMP agree that mediation will be effective in resolving the dispute, the parties shall proceed to the mediation phase of the process as outlined in Section 11.2.3.4, below. If the parties do not mutually agree to mediation, the Third Step of the grievance procedure will be deemed concluded and the parties shall proceed to the fourth step of the process, expedited arbitration as outlined in Section 11.2.4., below.

11.2.3.4. The mediator/arbitrator shall meet with the parties in an effort to resolve the grievance through mediation. The mediation procedure is informal in nature. The mediator/arbitrator shall insure that the relevant facts are elicited in a narrative fashion, rather than through examination and cross-examination of witness. The rules of evidence do not apply, and no record of the proceedings is made. The grievant is required to participate fully in the proceedings, both by stating his/her views and by asking questions of the other participants in the mediation. The primary effort of the mediator/arbitrator at this step in the process is to assist the parties to settle the grievance in a mutually satisfactory fashion. Neither party shall be represented by an attorney or have an attorney present during the mediation process.

11.2.4. Fourth Step - Expedited Arbitration

11.2.4.1. If the grievance is not resolved in Step 3, or if the City and CAMP do not elect to use the mediation procedures specified above, the arbitrator shall immediately set the matter for hearing within a period of not more than thirty (30) working days from the conclusion of Step 3. If the arbitrator originally selected to hear the dispute is not available to conduct the arbitration hearing within the thirty (30) working days, this time period shall be waived unless the City and CAMP agree otherwise. The hearing shall be conducted in accordance with the following expedited procedures. The City and CAMP may mutually agree to waive any of the provisions of the

expedited procedure. Otherwise, the arbitrator shall apply all of such provisions in regulating the hearing.

- 11.2.4.1.1.** The hearing shall be informal;
- 11.2.4.1.2.** Neither party shall be represented at the arbitration hearing by an attorney unless written notice is given to the other party at the conclusion of Step 3. In such case, both parties may be represented by an attorney at the arbitration hearing;
- 11.2.4.1.3.** The parties shall present to the arbitrator a mutually agreeable written statement of the issue and of the facts. If the parties are unable to mutually agree on the issue and the facts, both parties shall present to the arbitrator a written statement of the issue and the facts in advance of the arbitration hearing;
- 11.2.4.1.4.** The arbitrator shall insure that the relevant facts are elicited in a narrative fashion rather than through examination and cross -examination of witnesses;
- 11.2.4.1.5.** The formal rules of evidence shall not apply to the hearing;
- 11.2.4.1.6** The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him/her by the representatives of the parties. In all respects, he/she shall assure that the hearing is a fair one;
- 11.2.4.1.7** The hearing shall normally be completed within one (1) day unless the arbitrator determines that additional time is necessary;
- 11.2.4.1.8.** No briefs shall be filed or transcripts made except as requested by the arbitrator;
- 11.2.4.1.9** The arbitrator may issue a bench decision at the hearing but in any event shall render a decision within ten (10) regularly scheduled working days after conclusion of the hearing. Such decisions shall be based on the record before the arbitrator and may include a brief written explanation of the basis of such conclusion;
- 11.2.4.1.10.** An arbitrator who issues a bench decision shall furnish a copy of the award to the parties within two

(2) regularly scheduled working days of the close of hearing;

11.2.4.1.11 The arbitrator shall not have the authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the application and interpretation of the express terms of the Agreement as written; and

11.2.4.1.12 The parties shall endeavor to exchange a witness list and documents that will be used at the arbitration hearing with each other in advance of the hearing.

11.2.5. Decision

A decision rendered consistent with the terms of this Agreement shall be binding on the City and CAMP.

11.2.6. Fees and Expenses

The fees and expenses of the arbitrator and the selection of an arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and CAMP; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

11.3. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, CAMP may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and the representatives involved in each Step. The term "business days" as used in this Section shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

11.4. Grievances on Matters Not Subject to Arbitration.

Any grievance filed regarding the terms or conditions of employment outlined in Section 3 of this Agreement shall be processed in accordance with the procedures contained in Section 11.2 above with the exception that any such grievance regarding the

aforementioned Section 3 shall not be subject to the arbitration procedure included in Section 11.2.4.

SECTION 12. EXISTING AGREEMENTS

12.1. Savings.

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the City of Vallejo, Solano County, the State of California or the United States of America, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

12.2. Entire Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in the Agreement. Therefore, the City and CAMP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right to meet and confer with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. This Agreement constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.

12.3. Existing Benefits.

All existing benefits which are presently provided employees within this representational unit which meet the following requirements will remain in full force and effect during the term of this Agreement. For anything to be considered as an existing benefit the following requirements must be met:

12.3.1. A benefit is defined as something with an objectively quantified personal economic value to all employees included in this representational unit or a group of more than one employee included in this representational unit.

12.3.2. It must be clear and consistently provided to all employees, or a group of more than one employee within this representational unit.

12.3.3. The benefit must have been provided with a reasonable degree of frequency.

12.3.4. Both CAMP and the City must have had prior knowledge of the benefit.

SECTION 13. TERM OF AGREEMENT

13.1. Term of Agreement.


This Agreement shall continue in effect through July 1, 2017 and shall remain in full force and effect through June 30, 2020, and from year to year thereafter unless either party shall give written notice to the other of its desire to amend, change or terminate said Agreement at least thirty days prior to June 30, 2020, or at least thirty (30) days prior to any subsequent anniversary date of this Agreement. This Agreement supersedes the preexisting Labor Agreement between the City and CAMP.

Upon giving the notice provided above, the parties shall promptly meet, negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either party. Should the parties fail to agree upon said requested amendments and changes, all such differences shall be submitted and determined in accordance with the applicable provisions of the City Charter and laws then in existence.

SECTION 14. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement the day of December 23, 2018


FOR THE CITY OF VALLEJO



Gregory Nyhoff, City Manager
7/8/19

Date


FOR THE CONFIDENTIAL,
ADMINISTRATIVE, MANAGERIAL &
PROFESSIONAL ASSOCIATION



Bonnie L. Mirante, President
6/20/19

Date


APPROVED AS TO CONTENT



Heather Ruiz, Human Resources Director
7/1/19

Date


APPROVED AS TO FORM



Claudia Quintana, City Attorney

Date

ATTEST



Dawn G. Abrahamson, City Clerk
7-10-19

Date

