MEMORANDUM OF UNDERSTANDING

Between

CITY OF COLFAX

And

IUOE, STATIONARY ENGINEERS, LOCAL 39

REPRESENTING GENERAL UNIT EMPLOYEES

JANUARY 1, 2016 THROUGH June 30, 2020

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act, by and between the City Manager of the CITY OF COLFAX and I.U.O.E. STATIONARY ENGINEERS, LOCAL 39 (Union) the first day of January 1, 2016.

The parties have met and conferred in good faith regarding wages, hours and other items and conditions of employment of the represented employees of the City of Colfax and have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The MOU shall be presented to the City Council as the joint recommendations of the undersigned for salaries, fringe benefits and working conditions of all represented employees of the City of Colfax.

The MOU and following agreements shall not become effective until approved by the Colfax City Council and I.U.O.E. Stationary Engineers, Local 39.

ARTICLE 1: RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all employees in the General Bargaining Unit, as defined in Appendix "A" (attached) of this agreement, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 2: SCOPE OF AGREEMENT

A. Term: This 4 ½ year agreement shall remain in full force and effect until June 30, 2020.

B. Procedure for Meet and Confer: The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 3: UNION RIGHTS

The Union has the right to represent its members before the City Council or advisory boards or commissions or the City Manager or his designee with regard to wages, hours and conditions of employment or other matters within the scope of representation. Employees represented by the

Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and City policies, rules and regulations.

Union shall have the following rights:

A. Union Access
Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards
Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting

C. Use of Facilities
The City Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.

D. Agency Shop / Fair Share Fee
The Union owes the same responsibilities to all employees in the represented Unit and has a duty to provide fair and equal representation to all employees in all classes in the Unit whether or not they are members of Union, in accordance with Government Code Section 3500.

Union Dues, Initiation and Agency Fees: The Employer upon receiving notice from the Union will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues or Agency fees based upon a uniform dues schedule from the pay of each Union employee.

Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the General Bargaining Unit represented by Union shall, as a condition of employment, authorize payroll deductions beginning the first pay period of the month of employment or assignment to General Bargaining Unit for the payment of dues owing from one of the following:

- Become a member of the Union and pay dues; or
- Pay to the Union a fair share fee.

The Union shall defend, indemnify and hold the City harmless against any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken by the City under this article.

G. New Hire Orientation:
The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

H. Federal PAC Contributions
The City will deduct an amount as determined by written direction from the Local 39 member for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the District for the costs of such administration.

I. Maintenance in Membership:
The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement. A withdrawal under this paragraph does not relieve an employee from the Agency Shop provisions.

J. Written Notice:
The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

K. Reasonable Access:
Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the City or established safety or security requirements.

ARTICLE 4: MANAGEMENT RIGHTS

A. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service and; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.

B. The City maintains the right to use qualified volunteers or reserves in the City service, provided such use does not adversely affect wages, hours and other terms and conditions of employment of represented employees. Use of said individuals shall be in accordance with State law and regulations.

C. Nothing contained within the Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE 5: NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference or legitimate Union activities against any employee or application for employment by the City and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the employment position the applicant seeks. Nothing in this article shall in anyway change current case law regarding employer's liability for discrimination nor shall it remove any defense currently or in the future with regard to employment discrimination.

ARTICLE 6: SALARY

A. Rates of Pay: The City will provide salaries for all classifications as listed in Appendix A for the duration of this MOU. Based on merit, employees will be eligible for further step increases to be effective on the anniversary date of their employment with the City of Colfax. Once an employee reaches Step 5 of the new salary range, the employee will no longer be eligible to receive further merit step increases.

B. Call Back Pay/Standby Pay:

1. Call Back Pay: When an employee is called to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two hours at the rate of time and one half their normal rate of pay. Any work performed beyond the initial two hours shall also be compensated at time and one half for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or Community Services Director, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns.

2. Standby Pay: Wastewater Treatment Plant Operators and Maintenance Workers will be required to be on standby outside of their normal working hours and will receive $2.50 for each hour of assigned standby time, as directed by the Community Services Director. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day.

C. Cost of Living Adjustments:

Cost of Living Adjustments will be provided to all bargaining unit members on July 1, 2016, 2017, 2018, and 2019, based on an average of the two CPIs of San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers, minimum 2%, maximum 4%. Averages will be based on April to March for the purposes of yearly City budgeting.

D. Wastewater Treatment Plant Operators:

Conditions: Upon successful completion, the City shall pay for all out of pocket costs related to obtaining a Grade 2 Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours.

E. Operator in Training Program. The parties agree to allow qualified employees to participate in the State's Operator in Training (OIT) program subject to the following conditions:

The City shall:

a. Pay for approved schooling, including course materials
b. Provide travel compensation to and from schooling and testing locations.
c. Pay for certification and test.
d. Allow adequate time working as an OIT to be qualified to become a Grade 1 wastewater treatment plant operator.

e. Pay employees regular salary for attending classes during their normal scheduled working hours. No over time will be paid for attending classes.

Employees participating in the OIT Program shall:

a. Study.
b. Submit requests for City approval of qualified courses.
c. Timely schedule and pass tests and qualify for certification.
d. Apply with regulatory agencies for needed extensions.
e. Keep management informed of progress.
f. Track qualified hours and report their hours accomplished and needed to the City.

F. Pay Differential for Acting Supervisor

1. When an employee is assigned to perform the significant duties of a supervisory position for relief necessitated by a temporary vacancy caused by the incumbent's absence of more than five (5) continuous working days, said employee shall receive 5% differential pay with the approval of the supervisor and/or the City Manager.

2. The 5% differential shall cease when the absent incumbent returns to duty.

G. Out of Class Pay: When an employee is assigned to do the work of a higher paid classification (excluding supervisory classifications), said employee will be paid 5% out of class pay for the entire pay period in which the out of class work is performed.

H. Promotion: When an employee is promoted to a position with a higher salary range than the class from which he/she was promoted, the employee shall be appointed to that step in the higher salary range which will result in a minimum of a 5% salary increase.

I. Certification Pay: Employees will receive an additional 5% above their base pay for approved job-related certifications above what is required in their job classification. Certification pay is capped at 10% for each employee. In order to receive certificate pay, the employee must have the certificate program approved by his/her supervisor and have received a satisfactory performance rating. Certifications for pay are approved at the sole determination of the City and are subject to the operational needs of the City for continuance. Operator pay will be paid for current Operators in Training for a total of three years while obtaining required hours. Extensions may be provided at the discretion of the City.

J. Extra Salary Adjustment for Outstanding Performance: The City Manager may adjust, at her/her discretion, the compensation of an employee by an additional 5% step based on the evaluation of the employee's performance that indicates the employee has substantially exceeded performance standards and the City Manager concludes that the

additional step is warranted. The City Manager shall advise the Council of any such outstanding performance salary adjustments.

J. Performance Pay at Top Step: Unit employees are eligible for an additional 3% performance pay after reaching the 5th step of the salary range, based on an overall rating of "Exceeds Expectation" checked on the current Performance Evaluation form.

ARTICLE 7: OVERTIME

A. Definition. Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Employees on paid status for vacation, CTO or holidays will not have such time count towards the 40-hour calculation.

B. Policy. It is the policy of the City of Colfax to keep overtime at a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance and be in compliance with the overtime policy as set forth in the City's Personnel Rules and Regulations.

C. Overtime Pay. Overtime shall be paid at the rate of pay of time and one half. City may compensate for overtime by providing Compensatory Time Off (CTO) at the rate of time and one-half.

D. Compensatory Time Off. CTO time will be capped at 80 hours. All future accrued CTO time over the new 80-hour cap will be paid out as overtime pay. Existing accrued CTO banked hours will be "frozen" with no further hours accruing to that bank. Newly accrued hours will be accrued separately in the new bank subject to the 80-hour cap. An effort is to be made to reduce the frozen hours by scheduling time off with the employee's supervisor.

E. Employee Held Over After Conclusion Of Regular Work Shift: When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1 and ½) for hours worked in excess of his/her regular work shift. After 12 hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time (2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

F. Meal Reimbursement: If an employee is required to work four or more hours before or beyond his or her normal working day or on overtime for emergency purposes or for extended work periods of four or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall be reimbursed for the actual cost of a meal not to exceed $18.00, tax and tip included. Reimbursement is contingent upon the employee providing receipts.

ARTICLE 8: HOSPITAL-MEDICAL-DENTAL-VISION-LIFE INSURANCE AND OTHER BENEFITS

A. After one month of permanent employment, all Union represented employees are entitled to participate in the Stationary Engineers, Local 39 Health and Welfare Trust Fund as set forth in Addendum A. Employer pays 100% of the premium for the bargaining unit employee and dependents through December 31, 2016 at the cost level set by the Trust Fund (currently $1,956 per month).

B. Effective January 1, 2017, the City will discontinue participation in and contributions to the Trust fund but the City will initiate a medical/vision/dental/life insurance program and provide the cost of benefits selected by existing Local 39 represented employees, up to the current $1,956 per month contribution amount for employees.

The City will offer and pay for full cost of dental, vision, and life insurance within the limits below.

C. Effective January 1, 2018, the City will contribute 100% of the first $800 and 95% of the cost over $800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of $1,898, with the represented employee paying 5% of the cost over $800 and any amount over City maximum contribution.

D. Effective January 1, 2019, the City will contribute 100% of the first $800 and 90% of the cost over $800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of $1,840, with the represented employee paying 10% of the cost over $800, and any amount over City maximum contribution.

E. Effective January 1, 2020, the City will contribute 100% of the first $800 and 80% of the cost over $800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of $1,725, with the represented employee paying 20% of the cost over $800, and any amount over City maximum contribution.

F. Union employees hired on or after January 1, 2017, will be subject to the shared costs set forth in the above tier schedule.

G. Employees having other medical benefits in place and providing evidence to the City of those benefits will receive an in-lieu taxable stipend (currently a minimum of $800 per month) as long as they maintain those benefits. City employees not represented by Local 39 shall not be in the Union medical plan.

H. The City will contribute 100% of the cost of dental, vision, and life insurance coverage for employee only for those who have opted out of medical coverage.

I. In the event of death prior to discharge for cause, the City shall pay to his/her estate all retirement, deferred compensation; lay off benefits and all accrued vacation, CTO and sick leave, at the employee's hourly rate of pay.

ARTICLE 9: RETIREMENT PROGRAM

A. Retirement Benefits:

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employees Retirement System's Local Miscellaneous 2% at age 60 Formula.

2. Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions:

1. The City shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System and Social Security. The City shall pay, on behalf of the employee 2% of the employee's contribution to PERS. The employee will pay 5% of the 7% employee contribution rate. Effective January 1, 2017, the City will discontinue the 2% Employee portion of the PERS contribution to the "Classic" PERS employees, and will add an additional 2% to the salary schedule of the "Classic" PERS employees to replace the 2% previously paid for the employee portion.

2. The employee shall pay the full amount of the employee's contribution rate to Social Security.

A. PEPRA Retirement Contributions:

1. New Member Retirement Benefits: All employees hired after January 1, 2013 shall fall under the Public Employee Pension Reform Act, AB340, of the California State Code.

ARTICLE 10: HOLIDAYS

A. In accordance with Government Code and the City Personnel Rules and Regulations, the following holidays shall be observed by the City:

a) January 1st
b) The third Monday in January, (Martin Luther King Day)
c) One Floating Holiday instead of Lincoln's Birthday
d) The third Monday in February
e) The last Monday in May (Memorial Day)
f) July 4th
g) The first Monday in September (Labor Day)
h) The second Monday in October (Columbus Day)
i) November 11th (Veterans Day)

j) Thanksgiving Day
k) The Friday immediately following Thanksgiving Day
l) December 24th (Christmas Eve)
m) December 25th (Christmas Day)
n) Every day designated by the President or Governor for public fast, thanksgiving or holiday and approved by the City Council.

B. If any Holiday should fall on a normal day off, the Holiday will be observed on a normal workday either preceding or following the Holiday.

ARTICLE 11: SICK LEAVE

A. Use of Sick Leave - Sick leave may be taken for absences from duty made necessary by:

1. Personal illness, caused by factors over which the employee has no reasonable immediate control.
2. Injury not incurred in the line of duty except where traceable to employment other than the City.
3. Medical, dental or eye examination or treatment for which appointment cannot be made outside of working hours.
4. Death of a close relative.
5. Hospitalization of a close relative or any member of the employee's household.
6. Care of a close relative, or any member of the employee's household who is ill or injured, though not hospitalized.

A close relative is defined as a spouse, child, stepchild, parent, parent of a spouse, stepparent, brother, sister, grandparent and grandchild.

B Sick Leave Accumulation - Sick leave with pay shall be granted to all fulltime employees. An employee shall accumulate one (1) sick leave day per month from date of hire until terminated or on leave without pay.

C Holidays During Sick Leave - Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

D. Sick Leave Notification and Proof of Illness - In order to receive compensation while on sick leave, the employee shall notify his/her immediate superior, prior to or at the time set for beginning his/her daily duties or as may be specified by the department head, or the reasons for requiring such.

E. State Disability Insurance Integration: The City agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs which will be deducted from their paycheck and transmitted to the State by the City.

ARTICLE 12: LEAVE WITH PAY

The following provide for leave with pay:

A. Military Service: Military leave shall be granted in accordance with State and Federal law.

B. Jury Duty: All employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the department head or City Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the City of Colfax, with the exception of mileage reimbursement.

B. Driver's License Renewal: The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

ARTICLE 13: VACATION

All regular employees occupying a position shown in the Annual Salary Program become eligible for vacation leave with pay as shown below:

A. Vacation Leave Accrual: Vacation leave with pay shall be credited to all employees at the following rates:

First two years of service	10 days per year
Beginning of year three through four	12 days per year
Beginning of year five through nine	15 days per year
Beginning of year ten through nineteen	20 days per year
Beginning of year twenty and on	25 days per year

B. Payment for Unused Vacation Time: When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation will be at the employee's hourly rate.

C. Vacation Leave Accumulation:

1. Vacation credits are earned and shall vest for the prior year upon the anniversary date of the employee's employment. Except as set forth below, vacation credits must be used during the next succeeding year. Accrued vacation credits may not be carried over from year to year without the prior approval of the City Council.

2. All eligible employees may take earned vacation after the completion of one (1) year of service not to exceed the total vested amount, upon two (2) weeks notice and approval as to the appropriate department head.

3. Vacation credits shall not be earned during periods an employee is on administrative leave pursuant to section 12.00, or sick leave in excess of the employee's accumulated sick leave allowance. The credits set forth in section 12.05, subsection (a), shall be adjusted on a per diem basis where an employee has been on leave not qualifying for vacation credits.

D. Sickness During Vacation Leave: Sickness occurring during vacation leave, upon doctor's certification, will be considered sick leave and not charged against vacation leave.

E. Vacation Leave Scheduling: Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head, who shall approve the time employees may take their vacation within five days from the date of the request.

ARTICLE 14: REST PERIODS

A. Lunch Periods: Employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.

B. Rest Periods: Employees are provided two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.

C. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

ARTICLE 15: SCHEDULING

A. Normal work week for bargaining unit employees will be eight hours per day, 40 hours per week.

B. For those bargaining unit employees who work at the wastewater treatment plant as wastewater treatment plant operators, the City Manager has the ability, due to the critical nature of maintaining the wastewater treatment plant, to change the normal work week

schedule as follows: 10day/8hr. work schedule per pay period (hours in excess of a normal eight hour day will be calculated at overtime pay).

C. Temporary Change in Schedule: An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime.

D. Work Assignments: The City shall give a ten-day written notice to an employee prior to a permanent change of assignment.

E. Light Duty: As determined by the City, the City agrees to provide for light duty assignments.

ARTICLE 16: SENIORITY

The principals of City seniority shall apply in, but not limited to, the following: promotion, layoff, vacation request, shift and days off bidding, etc. Provided, however, that due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with Union, if City can demonstrate a specific need to vary from seniority basis.

ARTICLE 17: PROBATIONARY PERIOD

All new regular City employees will serve a six (6) month probationary period. During such probation an employee may be terminated for any reason and is not subject to the grievance procedure. Providing that during the initial six-month period written evaluations are done at the three-month and six-month intervals, the city may extend the probationary period as determined by the employee's supervisor two additional three (3)-month periods. If extended, an evaluation will be conducted at each three month interval to determine possible fulltime status. Probationary period will not exceed one year.

ARTICLE 18: PERFORMANCE EVALUATION REVIEW

A. Responsibility for Performance Appraisals:

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.

B. Frequency of Evaluations:

1. Regular Employees - A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.

2. Merit Increase - No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.

C. Review and Distribution of Evaluation

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within ten (10) working days of the performance appraisal.

2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.

3. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

ARTICLE 19: FILLING PERMANENT VACANCIES

A. Whenever a vacancy occurs in a job assignment, the vacancy and duties of the position shall be posted for a period of ten (10) calendar days. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The City shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

B. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal as determined by the City.

ARTICLE 20: LIMITED TERM EMPLOYEE (DEFINED)

A Limited Term assignment may be appointed by the City Manager for the purpose of filling the needs of the city for a period of not more than four (4) months and can only be extended by mutual agreement of the Union and the City.

ARTICLE 21: LAYOFF AND RE-EMPLOYMENT

A. Notice of Layoff: The City Manager shall give at least three (3) weeks advance written notice to regular employees to be laid off. Such notice shall also be furnished to the Union. Layoffs are subject to Meet and Confer.

B. Order to Layoff: Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in fulltime, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.

C. Bumping Rights: A regular employee who has achieved fulltime, non-probationary status at the time of layoff may displace the least senior employee in the lower classification provided, however, that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.

D. Re-employment: A regular employee who has achieved fulltime, non-probationary status at the time of layoff shall have the employee's name placed on a re-employment list which shall be maintained for twenty-four (24) months from the time of layoff.

E. Employees on the re-employment list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 22: UNIFORMS FURNISHED AND MAINTAINED

A. The City shall furnish and maintain public works department employee's uniform. Cleaning shall be on a weekly basis.

B. Employees assigned to maintenance, water or wastewater, and have been designated by the City Manager to wear safety boots may submit purchase receipts with their request

for payment in an amount not to exceed two hundred seventy five dollars ($275) annually. This stipend may also be used for the purchase of work jackets.

ARTICLE 23: HEALTH AND SAFETY

A. Safety equipment is supplied by the City of Colfax to its personnel. All employees shall possess and have immediately available for their use those items of safety equipment issued and which are described by City regulations. Furthermore, the City agrees to provide and maintain a safe and healthy work environment.

B. Inoculations: The City shall pay for all inoculations required by the State of California, or as required by the City.

ARTICLE 24: TUITION RIEMBURSEMENT AND TRANINGS

A. Tuition Reimbursement: The City shall reimburse employees up to $1500.00 per fiscal year for the expenses they have incurred for tuition and books in taking a City approved college or university level course. Only courses, which relate to the employee's current position with the City or would prepare the employee for advancement within the career field, will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of "B" or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming budget year. Late requests may be approved at the discretion of the Department Head.

B. Training Courses: Upon approval of the Department Head, employees may be authorized to attend job-related training programs during regular working hours. When the needs of the City services so require, the appointing authority may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement in Article 28 B, Mileage Reimbursement, and shall be distinct from the compensation paid for time worked.

ARTICLE 25: DISCIPLINARY ACTION

The following procedure shall be adhered to for non-emergency suspension, discharges and disciplinary actions of regular represented employees:

A. Disciplinary Procedure:

1. The concerned employee shall be given written notice of the proposed action within seven (7) calendar days from the date the appointing authority becomes

aware of an incident to take the appropriate disciplinary action. Such written notice shall include a statement of the reasons why the disciplinary action is being proposed and shall include a copy of the changes being considered by City management in addition to a statement of employee rights appropriate to the preliminary notice.

2. The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.

3. After being given a reasonable opportunity to review the documents and materials set forth in paragraphs 1 and 2, above, the employee shall, within ten (10) days, be given the right to respond, either orally or in writing (at the option of the employee), to the authority initially imposing discipline.

4. No discipline shall be imposed, other than emergency suspensions prior to the conclusion of the grievance procedure; and discipline then imposed shall be effective after that time.

5. Prior discipline may be considered in determining the appropriate level of discipline in the administration and enforcement of City work rules, and is not subject to the written notice requirement in Article 20 (A) 1 Notice of Layoff.

B. Suspension: The Department Head, with prior approval of the City Manager, may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one suspension or more than ten (10) working days in one fiscal year. Such suspensions shall be reported immediately to the City Manager. The City Manager may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.

C. Demotion: The City Manager may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

D. Reduction in Salary: The appointing authority may, with prior City Manager approval, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.

E. Discharge: An employee in the career service may be discharged for cause at any time by the City Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.

F. Cause for Discipline: Disciplinary action up to and including termination may be taken for any of the following:

1. unauthorized absence
2. the commission of conviction of any felony or any other crime involving moral turpitude
3. disorderly conduct
4. incompetence or inefficiency
5. insubordination
6. intoxication while on duty or on standby
7. neglect of duty
8. willful or negligent damage to public property or waste of public supplies or equipment
9. violation or negligent damage to public property or waste of public supplies or equipment
10. willful violation of any of the provisions of the Ordinances of the City, these rules or others promulgated by the City Manager as Administrative Orders.

G. Aggrieved Employee Representation: An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

ARTICLE 26: GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulation, or existing practices affecting the status or working conditions of City employees.

Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings.

The City shall act as a central repository for all grievance records. Any time limit may be extended only by mutual agreement of the parties.

A. Informal Grievance Procedure: Within five (5) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for the disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.

B. Formal Grievance Procedure: If the grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date grievant informally presented the event giving rise to a grievance to his/her

immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing a memorandum and filing it with the Department Head.

Step 1 – Within ten (10) working days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

Step 2 – If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more that five (5) working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the person affected and their representatives to the extent he deems necessary, and render a decision in writing. The City Manager shall advise the grievant, in writing, of the decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

Step 3 – Mediation. The California State Mediation and Conciliation Service shall mediate any grievances or disciplinary actions before going to Step 4

Step 4 – Binding Arbitration. If the City Manager or the designated representative fails to respond in writing as provided in Step 2, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Manager within ten (10) working days of receipt of the decision.

1. Selection of Arbitrator: A list of five (5) arbitrators shall be provided by the State Mediation and Conciliation Service. Selection of the arbitrator shall be made by the parties alternating striking names from the list until one remains.

2. Decision: In all cases other than termination from employment, the decision of the arbitrator shall be final and binding. The arbitrator's decision on termination shall be advisory to the City with the final decision made by the City Council. The arbitrator shall have no authority to add to, delete or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions.

3. Cost: The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

4. Witnesses: The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 27: PERSONNEL FILES

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The City shall furnish copies of all performance evaluation reports and letter of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 28: USE OF CITY VEHICLES / MILEAGE

A. Employees may drive City vehicles home at the discretion of the supervisor or City Manager.

B. Mileage Reimbursement: When authorized by the City for the employee to drive their private vehicle, the City will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

ARTICLE 29: CATASTROPHIC LEAVE PROGRAM

A. Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:

1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.

2. Donations must be made to a specified individual only.

3. The person receiving the donated hours must have achieved regular status with the City.

4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

   Example: Employee A is paid at ten dollars ($10) per hour and donates one hour to employee B who is paid at five dollars ($5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment.

5. Once donated, vacation or CTO hours cannot be reclaimed by the donor.

6. The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty (2080) hours, there must be a favorable prognosis for recovery and a predictable date of return to work.

7. In no event shall donated time have the effect of altering the rights of the City or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.

B. The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the City and the Union.

ARTICLE 30: FULL UNDERSTANDING MODIFICATION WAIVER

A. The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

B. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed MOU between the parties to be effective on or after July 1, 2013.

ARTICLE 31: SEVERABILTY OF PROVISIONS

Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the MOU.

ARTICLE 32: PREVAILING RIGHTS

All matters within the scope of meeting and conferring that have previously been adopted been adopted through rules, regulations, ordinances, or resolutions which are not specifically

superceded by this Memorandum of Understanding, shall remain in full force and effect through the term of this Agreement.

SIGNATORIES:

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39:

DATED: 3/16/16

BY: _____
JERRY KALMAR, BUSINESS MANAGER

BY: _____
TONY DEMARCO, PRESIDENT

BY: _____
STEVE CROUCH, DIRECTOR OF PUBLIC EMPLOYEES

BY: _____
GARY WINEGAR, BUSINESS AGENT

BY: _____
BRETT ELLIS, SHOP STEWARD

CITY OF COLFAX:

DATED: 3-23-2016

BY: _____
TOM PARNHAM, MAYOR

BY: _____
MARK MILLER, CITY MANAGER

Proposed City of Colfax - Salary Range Schedule FY2016-2017
Updated January 01, 2017

GFE Only Inc 01/01/2017 2%

		Step				
		1	2	3	4	5
Clerk Typist*	Monthly	$ 2,270.67	$ 2,385.07	$ 2,502.93	$ 2,627.73	$ 2,761.20
	Hourly	**$ 13.10**	**$ 13.76**	**$ 14.44**	**$ 15.16**	**$ 15.93**
	Annual	$ 27,248.00	$ 28,620.80	$ 30,035.20	$ 31,532.80	$ 33,134.40
Lead Mechanic*	Monthly	$ 3,851.47	$ 4,045.60	$ 4,248.40	$ 4,461.60	$ 4,683.47
	Hourly	**$ 22.22**	**$ 23.34**	**$ 24.51**	**$ 25.74**	**$ 27.02**
	Annual	$ 46,217.60	$ 48,547.20	$ 50,980.80	$ 53,539.20	$ 56,201.60
Maintenance Worker I*	Monthly	$ 2,658.93	$ 2,790.67	$ 2,927.60	$ 3,076.67	$ 3,230.93
	Hourly	**$ 15.34**	**$ 16.10**	**$ 16.89**	**$ 17.75**	**$ 18.64**
	Annual	$ 31,907.20	$ 33,488.00	$ 35,131.20	$ 36,920.00	$ 38,771.20
Maintenance Worker II*	Monthly	$ 3,276.00	$ 3,438.93	$ 3,610.53	$ 3,790.80	$ 3,979.73
	Hourly	**$ 18.90**	**$ 19.84**	**$ 20.83**	**$ 21.87**	**$ 22.96**
	Annual	$ 39,312.00	$ 41,267.20	$ 43,326.40	$ 45,489.60	$ 47,756.80
Operator in Training*	Monthly	$ 3,005.60	$ 3,154.67	$ 3,314.13	$ 3,477.07	$ 3,652.13
	Hourly	**$ 17.34**	**$ 18.20**	**$ 19.12**	**$ 20.06**	**$ 21.07**
	Annual	$ 36,067.20	$ 37,856.00	$ 39,769.60	$ 41,724.80	$ 43,825.60
Operator in Training*	Monthly	$ 3,065.71	$ 3,217.76	$ 3,380.42	$ 3,546.61	$ 3,725.18
GFE Only**	Hourly	**$ 17.69**	**$ 18.56**	**$ 19.50**	**$ 20.46**	**$ 21.49**
	Annual	$ 36,788.54	$ 38,613.12	$ 40,564.99	$ 42,559.30	$ 44,702.11
Operator II*	Monthly	$ 4,023.07	$ 4,224.13	$ 4,433.87	$ 4,655.73	$ 4,886.27
	Hourly	**$ 23.21**	**$ 24.37**	**$ 25.58**	**$ 26.86**	**$ 28.19**
	Annual	$ 48,276.80	$ 50,689.60	$ 53,206.40	$ 55,868.80	$ 58,635.20
Operator II*	Monthly	$ 4,103.53	$ 4,308.62	$ 4,522.54	$ 4,748.85	$ 4,983.99
GFE Only**	Hourly	**$ 23.67**	**$ 24.86**	**$ 26.09**	**$ 27.40**	**$ 28.75**
	Annual	$ 49,242.34	$ 51,703.39	$ 54,270.53	$ 56,986.18	$ 59,807.90
Operator III*	Monthly	$ 4,543.07	$ 4,771.87	$ 5,009.33	$ 5,258.93	$ 5,524.13
	Hourly	**$ 26.21**	**$ 27.53**	**$ 28.90**	**$ 30.34**	**$ 31.87**
	Annual	$ 54,516.80	$ 57,262.40	$ 60,112.00	$ 63,107.20	$ 66,289.60
Chief Plant Operator*	Monthly	$ 5,721.73	$ 6,011.20	$ 6,312.80	$ 6,626.53	$ 6,957.60
	Hourly	**$ 33.01**	**$ 34.68**	**$ 36.42**	**$ 38.23**	**$ 40.14**
	Annual	$ 68,660.80	$ 72,134.40	$ 75,753.60	$ 79,518.40	$ 83,491.20
Chief Plant Operator*	Monthly	$ 5,836.17	$ 6,131.42	$ 6,439.06	$ 6,759.06	$ 7,096.75
GFE Only**	Hourly	**$ 33.67**	**$ 35.37**	**$ 37.15**	**$ 38.99**	**$ 40.94**
	Annual	$ 70,034.02	$ 73,577.09	$ 77,268.67	$ 81,108.77	$ 85,161.02
Accounting Assistant*	Monthly	$ 3,083.60	$ 3,239.60	$ 3,400.80	$ 3,570.67	$ 3,749.20
	Hourly	**$ 17.79**	**$ 18.69**	**$ 19.62**	**$ 20.60**	**$ 21.63**
	Annual	$ 37,003.20	$ 38,875.20	$ 40,809.60	$ 42,848.00	$ 44,990.40
Administrative Assistant/	Monthly	$ 3,801.20	$ 3,991.87	$ 4,191.20	$ 4,397.47	$ 4,621.07
Community Development*	Hourly	**$ 21.93**	**$ 23.03**	**$ 24.18**	**$ 25.37**	**$ 26.66**
	Annual	$ 45,614.40	$ 47,902.40	$ 50,294.40	$ 52,769.60	$ 55,452.80

* Represented Position

GFE (Grandfathered Employee) Only - "Classic" PERS employees only as of January 01, 2017

APPENDIX "B"

HEALTH AND WELFARE

The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employees and his/her dependents with group life insurance, hospitalization, prescription drugs, medical, vision, and dental benefits, as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon individual employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement," as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer herein and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments or modifications, changes or mergers with respect to said Trust Agreement made by the parties hereto. Effective December 1, 2015, the monthly contribution shall be the amount of One Thousand Nine Hundred Forty Dollars and Zero Cents ($1,940.00) plus a flat monthly contribution rate of Twenty-Five Dollars ($25.00) for life insurance.

The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.

The undersigned further agrees that he or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his or its attorneys-infact for the selection, removal and substitution of trustees as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event that the Trustees of the Stationary Engineers Local 39 Health and Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

In the event of accident, or illness of any employee with ninety (90) days or more of employment, or in the event of a layoff of any employee with one hundred eighty (180) days or more of employment, the Employer will continue the monthly payments for the employee and his dependents for a period not to exceed three (3) months.