



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE CITY OF RED BLUFF
AND
OPERATING ENGINEERS UNION LOCAL NO. 3
FOR THE MISCELLANEOUS UNIT**

**EFFECTIVE
November 17, 2015– June 30, 2017**

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This Memorandum of Understanding is entered into by the City of Red Bluff, said political subdivision hereafter designated as "City," and Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, hereafter designated as "Union," as a recommendation to the City Council of the City of Red Bluff of those conditions of employment which are to be in effect for the duration of this agreement for those employees working in the representation unit referred to in Section 01.00.00 hereof.

01.00.00 RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all employees in the Miscellaneous Bargaining Unit. Employee is defined as any person regularly employed by the City.

02.00.00 NO DISCRIMINATION

02.01.00 Discrimination Prohibited. No person covered by this agreement shall be reduced or removed or in any way be unlawfully favored or discriminated against because of age, race, sex, color, ancestry, national origin or religion, physical disability (including HIV and AIDS), medical condition, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

03.00.00 UNION SECURITY

03.01.00 Authorized Deductions.

03.01.01 Dues and Initiation Fees. The City agrees to deduct from the wages of its employees Union dues and initiation fees and to transmit the monies so deducted to the Financial Secretary of the Union. An employee desiring to have such deduction or deductions made shall sign a proper assignment form conforming to the requirements of the City, subject to the provisions of applicable resolutions.

03.01.02 Credit Union. The City agrees to deduct from the wages of its employees the twice monthly Credit Union deduction, provided earnings after legal deductions are sufficient to cover such monthly Credit Union deductions, of each employee whose signed voluntary check-off authorization has been submitted to the City. All amounts deducted by the City under this check-off agreement shall be remitted by the City to Sierra Central Credit Union, Attn.: Payroll, 820 Plaza Way, Yuba City, CA 95991. The City shall also furnish to the Credit Union, with each remittance, a list showing the name of each employee whose deductions are included in the remittance and the amount thereof.

The Credit Union deduction is only available to those employees participating in the program as of September 4, 2012.

03.01.03 Agency Shop

- (a) Employees in this unit shall be subject to agency shop effective October 1, 2003. Agency shop means an arrangement that requires an employee, as a condition of continued employment, either to join the Union or to pay the Union a service fee in an amount not to exceed Union dues for agency shop purposes.
- (b) Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of City employment. The employee may be required, in lieu of Union agency shop dues, to pay sums equal to the agency shop dues to the local Hospice Agency. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union.
- (c) The Union shall indemnify and hold the City, its officers and agents and employees harmless from any liability resulting from any claims, demands, lawsuits, or any other action arising from compliance with any of the provisions of this Agency Shop article.

03.02.00 Notification. Each time a full-time employee is hired by the City (but not more frequently than once a month), the City shall notify the Union and indicate the employee's name, job classification and job location.

04.00.00 CITY BULLETIN BOARD, MEETINGS, DATA AVAILABILITY

04.01.00 Bulletin Boards. The Union may use portions of City bulletin boards under the following conditions:

- (a) All materials must receive the approval of the department head in charge of the departmental bulletin board.
- (b) All materials must be dated and must identify the organization that published them.
- (c) The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty (30) days after the publication date. Materials, which the department head considers objectionable, will not be posted; provided, however, the department head shall first discuss this denial with the City Manager or his/her designee.
- (d) The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organization materials.

- (e) An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

04.02.00 Use of City Facilities. The Union may, with the prior approval of the City Manager or his/her designee, be granted the use of City facilities during non-work hours for meetings of City employees, provided space is available and provided further such meetings are not used for organizational activities of membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. A copy of the meeting agenda shall be furnished to the City Manager or his/her designee as soon as it is available, but in no event less than twenty-four (24) hours prior to such meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment, other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

04.03.00 Access to Work Locations. Reasonable access to employee work locations shall be granted to officers of recognized employee organizations and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the City Manager or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

04.04.00 Availability of Data. The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information, which shall be made available to employee organizations, includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this rule shall be construed to require disclosure of records that are:

- (a) Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles.
- (b) Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record.
- (c) Records pertaining to pending litigation to which the City is a party or to claims or appeals, which have not been settled.
- (d) Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to program or assemble data in a manner other than usually done by the agency.

04.05.00 Job Steward. The Union may select one (1) employee for each location where employees covered by this Memorandum are normally assigned as Union Steward.

In addition to his/her regularly assigned work, the Union Steward shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. Employees are authorized to contact their Union Steward during working hours to report a grievance or violation of this Memorandum.

05.00.00 CITY RIGHTS

05.01.00 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; organize and/or reorganize its work force which may result in moving positions and classifications of employees from one bargaining unit to another or deleting positions and classifications; determine the procedures and standards of selection for employment and promotion; 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 governmental operations; subcontract services; determine the methods, means and personnel by which government operations are to be conducted; set wage rates for new classifications; classify positions and determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

06.00.00 MEET AND CONFER

The formally recognized employee organization may select not more than two (2) employee members of such organization to attend scheduled meetings with the City Manager or his/her designee or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where

circumstances warrant, the City Manager or his/her designee may approve the attendance at such meetings of additional employee representatives, with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the City Manager or his/her designee at least two (2) working days in advance of such meetings. Provided, further:

- (a) That no employee representative shall leave his/her duty or work station or assignment without specific approval of the department head or other authorized City management official.
- (b) That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular work hours under appropriate circumstances.

07.00.00 EMPLOYEE RIGHTS

07.01.00 Participation. Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his or her exercise of these rights.

07.02.00 Access. Business Representatives of the Union shall have access to any employee or employees presenting a grievance and employees have the right to have the Union Business Representative represent him or her at all stages of disciplinary action.

08.00.00 COMPLIANCE WITH MEMORANDUM

In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Union or the Employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized action into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge. The Employer shall enforce the terms of this Memorandum on the part of its supervisory personnel. The Union shall enforce the terms of this Memorandum on the part of its members.

09.00.00 MODIFICATIONS

This Memorandum is intended to cover all aspects of wages, hours and working conditions for employees covered herein. Therefore, nothing in the Memorandum shall prevent the Employer from modifying any fringe benefits or benefit plans not specifically provided for in this Memorandum, such as retirement plans, salary continuation plans, etc., subject to Meet and Confer.

If an employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the Employer shall determine the wage rate after consultation with the Union. Should the Union decline the opportunity to consult or fail to respond to the offer of consultation within ten (10) days, the decision of the Employer shall prevail.

10.00.00 OVERTIME AND PREMIUM COMPENSATION

10.01.00 Overtime.

10.01.01 Defined. Overtime is that time worked as authorized and directed by management, which exceeds forty (40) hours in a work week or eight (8) hours in a work day. Employees who are authorized to work an alternate work schedule (and with the concurrence of the Union have agreed to do so in writing) such as 4 (four) 10 (ten) hour days, or other weekly combination equal to a 40-hour work week, shall be paid overtime after exceeding the hours set forth in their written alternate work week schedule. Composite leave time shall count as hours worked for the purposes of calculating overtime.

10.01.02 Work Week. The FLSA work week is a seven-day period as established by the City (currently Saturday through Friday). Such work week may be changed by the City according to the provisions of the Fair Labor Standards Act (FLSA).

10.01.03 Payment for Overtime Worked. The City shall compensate an employee at the rate of one and one-half (1 1/2) times his/her regular rate of pay (or hours worked) for all overtime hours worked.

10.01.04 Advance Approval for Overtime. An employee may not work overtime without prior approval from his/her supervisor. An employee may be disciplined for working overtime without approval in advance.

10.01.05 Compensatory Time In Lieu of Pay. Upon request of the employee and with management approval, Compensatory Time Off (CTO) may be accumulated in lieu of premium pay for overtime worked. The total of pay and/or CTO shall not exceed the equivalent of one and one-half (1 1/2) times the hours worked in an authorized overtime status. No more than forty-eight (48) hours of CTO may be held in the employee's "CTO Bank" at any one time. However, in cases of emergency (as determined by the City), the City Manager may authorize a higher limit (not to exceed 240 hours) for the CTO Bank.

10.01.06 Compensatory Time Off. An employee may deplete any previously earned CTO by requesting such time off in advance. Such request shall be granted unless it would cause an undue hardship to the City as determined by management.

10.02.00 No Pyramiding. There shall be no pyramiding or duplication of overtime benefits for the same hours worked.

10.03.00 FLSA Application. Should the City be removed from the application of the FLSA, this section shall be subject to reopening upon the request of either party upon thirty (30) days notice to the other.

10.04.00 Certificate Pay To increase the educational and professional benefits to the City the following professional incentive pay is provided of 5% for each of the following professional certificates (maximum 10% incentive pay), effective July 1, 2008:

- A. Wastewater Operator
 - 1). W.W. Grade II Certificate
 - 2). W.W. Grade III Certificate
 - 3). W.W. Lab Certificate

- B. Wastewater Senior Operator
 - 1). W.W. Grade III Certificate
 - 2). W.W. Grade IV Certificate
 - 3). W.W. Lab certificate

- C. Wastewater Collections (Wastewater Collections Maintenance Worker/Leadworker)
 - 1). W.W. Collections Grade I Certificate
 - 2). W.W. Collections Grade II Certificate

- D. Water (Water Division Maintenance Worker/Leadworker)
 - 1). Water Grade I
 - 2). Water Grade II

11.00.00 STANDBY, CALL BACK, AND COURT APPEARANCES

11.01.00 Standby Defined. Standby is that time formally assigned to an employee during which, although off duty, he/she must be available to be contacted and to return to work to handle emergency or unscheduled occurrences requiring his/her immediate attention. During Standby the employee must remain in a condition suitable for reporting to work and be able to return within a reasonable time of being contacted. An employee on Standby when complying with above is free to pursue his/her personal business.

11.01.01 Standby Compensation. Wastewater and Water Department employees who are on standby for seven (7) days will be compensated with thirteen(13) hours of straight time pay or compensated time off (CTO), up to allowable maximum, at the employee's option.

11.02.00 Call Back Defined. When an off-duty employee has physically departed the worksite and is unexpectedly called back to duty for a period of time, which is not contiguous to his/her assigned work shift.

11.02.01 Call Back Compensation. An employee called back to duty shall receive a minimum of two (2) hours credit or the actual time worked, whichever is longer. Nothing within this section shall preclude the City from requiring the employee to remain at work for the entire minimum period.

11.02.02 No Overlapping Minimums. In no event shall an employee be credited with more than one call-back minimum covering the same actual hours.

12.00.00 VACATION/SICK LEAVE

12.01.00 SICK LEAVE:

- A. Accrual rates – Full-time employees shall earn 8 hours of sick leave each month, pro-rated on a bi-weekly basis. Sick leave shall only be used in units of one (1) hour or longer. Total amount of sick leave earned/accumulated shall be unlimited.
- B. Usage – sick time shall not be considered as a right, which an employee may use at his discretion, but shall be allowed only in case of necessity for actual personal sickness or disability. Sick leave may only be used in the following cases:
 - (1) A bona fide illness or injury to the employee.
 - (2) Medical, dental, mental or eye care consultations.
- C. Employee Certification. Department Heads shall require that employees who use any sick leave time to complete a Leave of Absence form and categorize as to whether or not the usage resulted from an injury or illness contracted on the job (for California Occupational Safety and Health Act Purposes).
- D. Doctor's Statements. The Department Head may, in any instance where deemed warranted, require that an employee submit a statement from a licensed physician or practitioner setting forth the specifics which necessitate the employee's absence for injury or illness purposes and shall have the right to require examination by city-appointed medical personnel at no expense to the employee.
- E. Notification Requirement. In order to receive compensation while absent on sick time, the employee shall notify his/her immediate superior or the Human Resource Analyst prior to or within 30 minutes after the times set for beginning his/her daily duties, or as may be specified by the head of his/her department.
- F. Department Head Responsibility. Department Heads or their representatives have a responsibility to send employees home or for medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers or the public.
- G. Coordination with Worker's Compensation and State Disability Payments. An employee receiving temporary disability payments under the Worker's Compensation Law and/or State Disability insurance (SDI) payments and/or paid

family leave payments (together "Lost Wage Benefits") may use accumulated sick leave, vacation leave or composite leave ("City PTO") in order to continue to maintain his/her regular income. In the event an employee has used/received accrued City PTO for absences the employee shall endorse or transfer to the City any Lost Wage Benefits the employee receives applicable to the same time period. The intent of integration of Lost Wage Benefits with employee City PTO time is to provide an employee with combined benefits equal to but not more than, their normal rate of pay, assuming they have sufficient accumulated benefit time.

- H. Sick Leave payoff. No employee is entitled to payment of any unused/accumulated sick leave at anytime, including upon separation from City employment. Employees retiring from the City are eligible to convert unused sick leave to PERS service credit in accordance with the City's contract with PERS.

12.02.00 VACATION LEAVE:

12.02.01 Accrual Rates. Full-time employees shall earn the following annual hours of vacation credit prorated on a bi-weekly basis. Vacation leave shall only be used in units of 2 hours or longer. Vacation time may only be taken following the completion of 6 months service.

<u>Years of Service</u>	<u>Bi-weekly</u>
0 through 3 years	4.16hours (108.10 hours)
4 through 14 years	5.70 hours (148.14 hours)
15 years and over	7.23hours (187.92 hours)

Maximum accumulation. No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding 24 months period. No additional credit for vacation shall be earned by an employee so long as he has to his credit accumulated unused vacation in the foregoing maximum amount.

Payment for Vacation on separation. Any employee who separates from City employment shall be paid for all accrued unused vacation credit at the time of separation.

12.03.00 Vacation Scheduling. The times during an accrual year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of public services.

12.04.00 Composite Leave:

In 2012, the City converted the prior Composite Leave to the vacation/sick leave described herein. Composite leave earned and accrued under the prior policy remains available for the employee's use. There shall be no minimum annual required use of composite leave. Employee may use composite leave for vacation or sick time off if so requested.

12.05.00 Holidays During Use of Composite Leave. No paid holiday that falls during an employee's vacation time may be charged against the employee as Composite Leave.

12.06.00 Payment of Composite Leave on Separation. Any covered employee who separates from City service shall receive a lump payment for his/her accrued and unused Composite Leave time then on the books, if any. All lump sum payoffs of unused Composite Leave shall be made at the employee's then effective rate of pay. It is understood that the first Composite Leave hours earned shall be the first Composite Leave hours used throughout an employee's service with the City.

12.07.00 Cashout of Composite Leave. During each Fiscal Year an employee may request to cash out up to forty (40) hours of his/her Composite Leave if the employee has a balance in excess of two hundred forty (240) hours of Composite Leave. The cash out request is subject to the City Manager's approval, at his discretion.

12.08.00 Bereavement and Family Illness Leave. Not more than five (5) paid days each calendar year may be taken in case of employee's presence is required elsewhere because of sickness, disability or a funeral for members of his/her immediate family. The immediate family shall consist of the spouse, children, parents, parents of spouse, brothers, sisters, guardians, wards or other individuals whose relationship to the employee is that of a dependent or near dependent. In each such case the City Manager or designee shall grant use of Sick, Vacation or Composite Leave only when, in his opinion, the relationship of the sick, deceased, or disabled person to the employee warrants such use of Sick, Vacation or Composite Leave. In no event shall an employee be granted sick time to attend to child care for children who are not ill.

12.09.00 Leave of Absence Without Pay. The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three (3) months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted.

Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department Heads may grant a permanent or probationary employee leave of absence without pay for a period not to exceed one (1) calendar week. Such leaves shall be reported to the Human Resources Office.

12.10.00 Extension of Leave Without Pay. The City Council may, upon the recommendation of the Department Head and the City Manager, grant additional leave of absence without pay beyond the three-month period.

12.11.00 Jury Leave. Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. An employee ordered to Jury Duty during the employee's regularly scheduled working hours shall be entitled to receive base pay during actual jury service.

12.12.00 City Required Driver's License Costs. The City will pay all costs associated with a City-required driver's license beyond a Class "C" California Driver's License.

13.00.00 HOLIDAYS

13.01.00 Defined. The following days shall be observed by the City as a compensated holiday for full-time unit employees:

January 1st
Martin Luther King Day (3rd Monday in January)
3rd Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4th
1st Monday in September (Labor Day)
Columbus Day (2nd Monday in October)
November 11 (Veteran's Day)
4th Thursday in November (Thanksgiving Day)
Day after Thanksgiving Day
December 24th
December 25th
4 hours the day before New Years Day

Any day proclaimed by the President or Governor or Mayor as a Public Holiday provided the declared holiday is legally binding on the City of Red Bluff.

13.02.00 Observance of Holidays. Holidays which occur on Saturday shall be observed on the preceding Friday. Holidays which occur on Sunday shall be observed on the following Monday.

13.03.00 Holidays Worked. Employees required to be on duty on holidays shall be only those whose services are needed and required in the interest of the public health, safety or general welfare. Employees so required to work shall be entitled to compensatory time off (straight time) for the time worked to be taken at such time as, in the discretion of the department head, the employee's services are not required.

13.04.00 Holidays During Scheduled Time Off. If a holiday falls on an employee's regularly scheduled time off, equivalent compensatory time off shall be granted.

14.00.00 HEALTH PLAN

14.01.00 Employee Health Plan Eligibility. All regular full-time employees and the employee's dependents shall be entitled to participate in the City-sponsored Flexible Benefits Plan as established herein.

Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to contract limitations with the carrier. Coverage shall commence when the employee is eligible for coverage under PERS and the health plan carriers' rules. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability or during open enrollment opportunities as determined by the carrier.

14.02.00 Description. The City of Red Bluff Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option is available to all employees in regular full time positions (hereafter "employee"). There will be two (2) participation levels, identified as Core Plan and Flexible Benefit Option as per Section 14.03.00. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. Any fee for a third party administrator will be paid by the City. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.

14.03.00 Participation Levels.

CORE PLAN

In addition to the amounts set forth below, the City will pay a PERSHealth Contribution of \$160/month of the premium for the medical coverage selected through PERS. If the employee elects dental coverage, then the employee must participate in a vision plan option.

The City will pay to the Employee's Flexible Benefit Account the following Amounts:

January 2015

Employee only: \$ 466.39
Employee plus one: \$ 986.50
Family: \$ 1,268.77

Total City Contribution equal:

Employee only: \$ 626.39
Employee plus one: \$ 1,146.50
Family: \$ 1,428.77

January 2016

Employee Only: \$ 547.51
Employee plus one: \$ 1,148.74
Family: \$ 1,479.68

Total City Contribution equal:

Employee only: \$ 707.51
Employee plus one: \$ 1,308.74
Family: \$ 1,639.68

Effective January 2016, through December, 2016 only, the City contributions to the employee Flexible Benefit Account shall be as set forth above, determined by the addition of 100% of the PERS Select premium increase effective January 2016. Effective January 2017, and each January 1st thereafter, the City contributions to the Employee Flexible Benefit Account set forth above will be increased by an amount equal to 50% of the increase in the PERS Select Medical Plan. In addition, the City contributions set forth above will be increased by an amount equal to 50% of the increase in the City's dental and vision plans at the point of any increase during the term of this Agreement.

FLEXIBLE BENEFIT OPTION

Employees who elect not to participate in the Core Plan will be asked to sign a waiver and will be required to provide proof of medical insurance (see Section 14.04). They will have an opportunity to participate in the Flexible Benefit Option listed in Appendix A. The City will provide a cash back option of one hundred (\$100) dollars per month for employees who elect the Flexible Benefit Option.

Employees who elect not to participate in the Core Plan and do not have other medical insurance are not eligible to participate in the Flexible Benefit Option.

14.04.00 Administration.

No Flexible Benefit Option benefits or payments will be paid to employees unless or until a signed waiver of medical insurance and proof of alternate coverage is on file in the Human Resources Department.

14.05.00 Retired Employee Options.

City agrees to pay one hundred sixty dollars (\$160) per month of a qualified retiree's medical premium in accordance with PERS regulations.

Employees who retire under the provisions of the City's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health benefit portion of the health plan through a direct pension reduction to cover the portion of the retired employees' premium not paid by the City's one hundred sixty dollars (\$160) retiree contribution.

14.06.00 Health Plan Reopener. It is agreed between the parties that the Health Plan Benefit and City contribution Agreement may be reopened for discussion if the City and its employees chose a new and less expensive health insurance plan.

14.07.00 State Disability Insurance. Miscellaneous Unit employees participate in the State Disability Insurance program. All premium costs are borne by the Employee.

14.08.00 Section 125 Plan. The City agrees to maintain the Internal Revenue Service Section 125 Premium Only Plan.

15.00.00 WAGES

15.01.00 PERS Payment. Effective October 12, 2012 (the first full pay period following adoption of the new MOU) all employees began paying their 7% PERS member contribution on a pre-tax basis; except as modified in Article 19.00.00 B.

15.02.00 Paydays. The City is on a biweekly pay period. Paydays shall be regularly scheduled on the Friday following the close of the biweekly pay period. If the payday falls on a holiday, the payday will be the preceding business day.

15.03.00 Working Above Classification Pay. Any Miscellaneous Unit employee temporarily transferred or assigned to a position in a higher job classification shall receive such classification salary effective the first day of assignment, provided that the assignment lasts at least one (1) day. The classification salary must provide a minimum of a 5% increase in salary.

15.04.00 Salary. Effective the first full pay period following November 17, 2015 employees shall receive a 1.5% salary increase. Effective the first full pay period following July 1, 2016 employees shall receive a 1.5% salary increase.

16.00.00 ATTENDANCE.

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Personnel Officer in the form, and on the dates he shall specify. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge.

17.00.00 TRANSFER, PROMOTION, DEMOTION, & REINSTATEMENT.

17.01.00 Transfer. No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon notice by the City Manager or designee, an employee may be transferred at any time from one position to another in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both department heads must consent thereto unless the City Manager orders the transfer for purpose of economy or efficiency. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided herein.

17.02.00 Promotion. Insofar as consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive services, after a promotional examination has been given and a promotional list established.

If, in the opinion of the City Manager or his/her designee, a vacancy in the position could be filled better by an open-competitive examination instead of a promotional examination, then he/she shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.

17.03.00 Demotion. The City Manager may demote an employee whose ability to perform his/her required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with the consent of the City Manager, demotion may be made to a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications. Written notice of demotion shall be given the employee before or within three (3) days after the effective date of the demotion and a copy filed with the Human Resources Department. Upon the recommendation of the City Manager and approval of the City Council an employee who has been demoted may retain his/her rate of pay until it is equaled by the pay of the new position.

17.04.00 Reinstatement. With the approval of the City Manager a permanent or probationary employee who has resigned with a good record may be reinstated within two years of the effective date of resignation, to a vacant position in the same or comparable class.

Upon reinstatement, the employee, for all purposes, shall be considered as though he/she had not had a lapse in employment.

18.00.00 SEPARATION FROM SERVICE

18.01.00 Resignation. An employee wishing to leave the competitive service in good standing shall file with the City Manager a written resignation stating the effective date and the reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by such official. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Department by the appropriate Department Head. Failure to give notice as required by this Rule may be cause for denying future employment by the City.

18.02.00 Lay-Off.

18.02.01 The City Manager may lay-off an employee in a classification in this bargaining unit because of material change in duties or organization or shortage of work or funds. Ten (10) working days before the effective date of lay-off, the City Manager shall notify the Human Resource Department or his/her designee of the intended action with reasons therefore and a statement certifying whether or not the service of the employee has been satisfactory. A copy of such notice shall be given the employee affected. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list in order of total cumulative time served in probationary and permanent status and shall remain on the lists for a period of one year unless re-employed sooner.

18.02.02 If not certified as having given satisfactory service, the employee laid off may interpret the action as a discharge and request a hearing as provided by Article 21 (Rules of Appeal to Hearing Officer).

18.02.03 Seniority shall be observed in effecting the reduction in personnel and the order of layoff shall be in the reverse order of total city cumulative time served in permanent and probationary status upon the effective date of the layoff. Layoff shall be made within the bargaining unit and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary or permanent employee.

18.02.04 Employees subject to layoff may bump an employee in the same classification who has the least total city seniority.

18.02.05 In the event of a layoff, employees subject to layoff within the unit may bump to a lower level class in which they meet the minimum qualification as determined by the Department Head overseeing the position to which the more senior employee is requesting to bump.

18.02.06 For the purpose of determining order of layoff, total continuous permanent and probationary city employment shall include time served on military leave of absence.

18.02.07 The names of probationary and permanent employees laid off shall be placed upon reemployment lists for one year for classes which, in the opinion of the City Manager or his/her designee require basically the same qualifications and duties and responsibilities of those of the class of positions from which layoff was made.

18.02.08 An example of how the layoff process would be administered is:

The City Manager determines the Administrative Assistant position in the Fire Department will be eliminated. The employee in that position, if they have more total City seniority, may bump (displace) an employee in the same classification who has the least total City seniority of employees in that classification.

If the Administrative Assistant in the Fire Department has the least total City seniority of employees in the Administrative Assistant classification that employee will be laid off, unless they qualify to bump pursuant to 18.02.05.

19.00.00 RETIREMENT PLAN

- A. The retirement program for all miscellaneous members shall be 2% at 55 as administered by PERS which is based upon the highest one year compensation and sick leave credit at retirement. Military service, up to four years, may be credited to all those current employees.

B. PEPRA

Assembly Bill (AB) 340 became law on September 12, 2012 and the provisions were effective January 1, 2013.

Effective January 1, 2013 PERS "Miscellaneous" employees defined by PEPRA as "new members" shall pay 50% of the total normal costs for the new "Miscellaneous" pension formula 2% @ 62, with a 3-year final compensation period.

"Classic Miscellaneous members," defined as those employees hired prior to January 1, 2013, will retain the 2% @ 55 Miscellaneous PERS formula, with a 7% member contribution, with a 1-year final compensation period.

Employee member contributions shall be on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

The PEPRA defines a "new member" as:

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- b. A new hire who is brought into the CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- c. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

20.00.00 DISCIPLINARY ACTIONS

20.01.00 Level of Conduct. City employees are expected to maintain a high level of personal and professional conduct. Failure to perform one's duties satisfactorily, to respect the rights of the public and fellow employees, or to conform to the City's rules and regulations may result in disciplinary action up to and including termination.

20.02.00 Types of Discipline. Recognizing the purpose of disciplinary action is to correct errant behavior where feasible, the following shall be considered the various types and levels of discipline, which may be taken against an employee for cause:

20.02.01 Non-severe Disciplinary Actions:
Oral Warning
Written Warning

20.02.02 Severe Disciplinary Actions:
Short Suspension Without Pay (less than six days)
Long Suspension Without Pay (six to 30 days)
Demotion
Discharge
Salary Step Rate Reduction

20.02.03 Appropriate Disciplinary Actions. Nothing within this MOU shall require the City to progress through each of the levels of discipline shown above; it is recognized that certain violations warrant more severe disciplinary action even on first offense.

20.03.00 Pre-Disciplinary Notice. When City management determines that an employee has committed a violation for which Severe Disciplinary Action (as set forth in Section 20.02.01) is appropriate, the following procedure shall be followed:

20.03.01 The employee will be given a written notice of the proposed disciplinary action stating the reasons upon which the action is based;

20.03.02 The employee will be given a copy of or access to any materials upon which the charges are based;

20.03.03 The employee will be given reasonable time to review the charges, materials and prepare his/her response; and

20.03.04 The employee will be given a date and time to make his/her oral response to the City Manager or his designee and/or provide a written response to the charges.

20.03.05 After considering the employee's response or lack thereof to the charges, the City Manager (or designee) shall amend, withdraw or institute the proposed disciplinary action.

20.04.00 Appeals. Any disciplinary action, which involves a loss of pay because of suspension, demotion, or discharge of an employee who has successfully completed their initial probationary period, may be appealed. Non severe disciplinary actions as set forth in Section 20.02.01 shall not be subject to the procedures set forth in Sections 20.03.00 – 21.06.00.

21.00.00 RULES OF APPEAL TO HEARING OFFICER

21.01.00 Right of Appeal. Any employee covered by this MOU who has successfully completed their initial probationary period shall have the right to appeal any appealable disciplinary actions as set forth in Section 20.02.02 Severe Disciplinary Actions and Section 20.04.00 to a Hearing Officer.

21.02.00 Method of Appeal. Appeals shall be in writing, subscribed by the appellant and filed with the City Manager or his/her designated representative, within five (5) city business days of the imposition of the appealable disciplinary action. The written request must state the reasons for appealing the disciplinary action taken. The appeal shall be a written statement addressed to the City Manager, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with the reasons therefore. The formality of a legal pleading is not required.

21.03.00 Notice and time, place and date of Hearing. The City Manager within (5) City business days shall appoint an individual not currently connected with the City or employee groups to hear the appeal. The Hearing Officer shall coordinate with the City Manager to set a time, date and place for a hearing which shall be not less than five (5) days following appointment nor more than twenty (20) City business days following the filing of the appeal. The City Manager shall notice all interested parties of the time, date and place of the hearing.

21.04.00 Hearings. The appellant shall appear personally, unless physically unable to do so, before the Hearing Officer at the time, date and place of the hearing. Any person or attorney may represent the appellant as they may select and may at the hearing produce on their behalf relevant oral or documentary evidence. The appellant shall state their case first and, at the conclusion, opposition matters may then be presented. Rebuttal matter, which is not repetitive, may be allowed at the discretion of the Hearing Officer. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Hearing Officer, with due regard to the rights and privileges of the parties appearing. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

21.05.00 Findings and Recommendations. The Hearing Officer within ten (10) City business days after the conclusion of the hearing shall submit his findings and recommendations to the City Manager. The recommendations of the Hearing Officer are advisory only and may be accepted, rejected or modified by the City Manager.

21.06.00 Action by the City Manager. The City Manager within ten (10) City business days following receipt of the report of the Hearing Officer shall render his determination on the recommendations in writing and deliver or mail them to the appellant.

22.00.00 GRIEVANCE PROCEDURES

22.01.00 Purpose of Rule:

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

22.02.00 Matters Subject to Grievance Procedure. Any employee in the competitive service shall have the right to appeal, under this Rule, a decision affecting his/her employment over which his/her appointing power has partial or complete jurisdiction and for which appeal is not provided by other laws, regulations or is not prohibited.

22.03.00 Informal Grievance Procedure. An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his immediate superior. An informal appeal shall not be taken above the employee's Department Head.

22.04.00 Formal Grievance Procedure:

- (a) First Level of Review. The appeal shall be presented in writing to the employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal in writing to his/her department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute abandonment of the appeal.

- (b) Department Review. The department head receiving the appeal should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the appeal in writing to the City Manager or designee. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute abandonment of the appeal.
- (c) City Manager. The City Manager or his/her designee receiving the appeal should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager or his/her designee may designate a fact-finding committee, or an officer not in the normal line of supervision, to advise him/her concerning the appeal. The City Manager or his/her designee shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

22.05.00 Conduct of Grievance Procedures:

- (a) The time limits specified above may be extended to a later definite date by mutual agreement of the employee and the reviewer concerned.
- (b) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
- (c) The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
- (d) Employees shall be assured freedom from retaliation for using the grievance procedure.

23.00.00 TRAINING OF EMPLOYEES

23.01.00 Training Encouraged. City employees are encouraged to enhance their knowledge and skills through participating in appropriate education and training opportunities.

23.02.00 Credit for Training. Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the Human Resources Director.

23.03.00 Schools. Upon successful completion of a job-related course in any State-accredited college or university, the cost of tuition and books, in an amount not to exceed \$150.00 will be paid by the City. The decision as to whether or not a course is job-related will be made by the Department Head.

24.00.00 REPORTS AND RECORDS

24.01.00 Personnel Files. The Human Resources Department shall maintain a service or file for each employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status and such other information as may be considered pertinent.

24.02.00 Change of Status Report. Every appointment, transfer, promotion, demotion, change of salary rate and any other temporary or permanent change in status of employees shall be reported to the Human Resources Department in such manner as he/she may prescribe.

24.03.00 Physical Fitness for Duty Examination. All new employees of the City will be required to have a physical examination by a licensed physician. The City will provide forms upon which the physician may report the results of the examination. Cost of the Physical Fitness for Duty examination will be borne by the City.

24.04.00 Identification. All new employees of the City will be fingerprinted by an agency deemed by the City. Such fingerprints will be forwarded to California DOJ and/or the FBI for routine clearance. Such reports received by the Police Department shall be retained in the Police files.

24.05.00 Anniversary Date. The date of hire is the anniversary date.

25.00.00 UNIFORM ALLOWANCE

25.01.00 Amount. Miscellaneous employees required to wear special clothing shall receive a uniform allowance of four hundred (\$ 400.00) per fiscal year. Miscellaneous employees of the Police and/or Fire Department required to wear a prescribed uniform shall receive a total uniform allowance of \$ 475.00. The uniform allowance is paid at the start of the fiscal year between July 1 and July 5, for all employees who have completed their probationary period.

25.02.00 New Employee. A new employee, eligible to receive a uniform allowance, will receive one half or 50% of the annual uniform allowance then in effect at the time of employment. The payment upon completion of the first six (6) months of probationary service will be computed to reflect the payment for the remainder of that fiscal year and any increase effective at the beginning of that fiscal year. Subsequent payments of the uniform allowance will be made in accordance with provisions of Section 25.01.00 of this MOU.

25.03.00 Conditions of Allowance. In the event of his/her resignation or discharge from City employment within one (1) year of the receipt of the allowance, the Director of Finance shall be authorized to deduct from his/her last paycheck the sum of 1/12th of the annual amount of uniform allowance for each month that remains between the date of his/her resignation or discharge and the completion of the 12 month period computed from the date of the receipt of the allowance.

26.00.00 PROBATIONARY PERIOD

26.01.00 Length of Probationary Period. All Miscellaneous appointments shall be tentative and subject to a probationary period of twelve (12) months.

26.02.00 Conditions of Probationary Status. The City Council may, by resolution, establish a longer probationary period for specified classes. The Human Resources Department shall notify the City Manager or his/her designee prior to the termination of any probationary period.

26.03.00 Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to his/her position.

26.04.00 Rejection of Probationer. During the probationary period, an employee may be rejected at any time by the City Manager or his/her designee without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the probationer and a copy filed with the Human Resources Department.

26.05.00 Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is discharged in the manner provided in Section 21 (Rules of Appeal to Hearing Officer) for positions in the competitive services.

27.00.00 MILEAGE

Employees required to use their own private vehicles in the conduct of City business shall be reimbursed by the employer at the current I.R.S. rate.

28.00.00 SEVERANCE If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed invalid and unenforceable except to the extent otherwise permitted by law, but all other provisions contained herein will continue in full force and effect.

29.00.00 CITY POLICIES

The City and the Union agree that the following policies apply to employees in the Miscellaneous Unit.

- (a) City of Red Bluff Harassment Policy
- (b) Long Distance Telephone Usage from City Phones
- (c) City of Red Bluff Alcohol-Free and Drug-Free Workplace Policy
- (d) City of Red Bluff Administrative Policy for e-mail, Electronic Communications, Use of Software and Information Systems.

30.00.00 TERM OF AGREEMENT

30.01.01 Length. Except as otherwise provided herein, this Memorandum shall be effective November 17, 2015, upon determination by the City Council of the City of Red Bluff that the Memorandum of Understanding is in compliance with its instructions, and shall remain in effect until midnight, the 30th day of June, 2017.

30.02.00 Extension. This Memorandum may be extended by mutual agreement of the parties if additional time is needed to consummate a new Memorandum.

CITY OF RED BLUFF



Richard Crabtree
City Manager

Date: 11-18-15

**OPERATING ENGINEERS
LOCAL UNION NO. 3**



Art Frolli
Business Representative

Date: 11/23/2015

Appendix A

City of Red Bluff

Core Plan (must enroll in either option listed below)

- a. PERS Medical Plan
- b. PERS Medical Plan , City Dental Plan, and City Vision Plan.

Flexible Benefit Options

- a. Taxable cash back of \$100/month.