# MEMORANDUM OF UNDERSTANDING

# BETWEEN THE

# TOWN OF WINDSOR

# AND THE

# TOWN OF WINDSOR PROFESSIONAL AND SUPERVISORY EMPLOYEES (PAS)

# JULY 1, 2022 – JUNE 30, 2025

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an agreement between the TOWN OF WINDSOR, hereinafter referred to as "Town" and the TOWN OF WINDSOR PROFESSIONAL AND SUPERVISORY EMPLOYEES GROUP, hereinafter referred to as "PAS".

## ARTICLE 1. PURPOSE

1.1 The purpose of this agreement is to promote the mutual interests of the Town and the employees, and to provide for the operation of the Town's facilities under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy and efficiency of operations, elimination of waste, realization of an optimum quality and quantity of product and/or service, cleanliness of facilities and protection of property.

## ARTICLE 2. UNION RECOGNITION

2.1 The Town recognizes PAS as the exclusive representative of the full-time employees employed in the job classifications attached as Appendix "A". For purposes of this agreement a full-time employee is regularly scheduled to work forty (40) hours per week.

2.2 The scope of representation shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## ARTICLE 3. UNION SECURITY

3.1 Access to Bargaining Units - Both parties agree that PAS shall have reasonable access to the bargaining unit employees. All PAS officials will be required to check with the Town Management prior to visiting with the employees. PAS will make a good faith effort not to disrupt the normal operations of the Town. PAS will notify the Employee Relations Officer in writing within thirty (30) days of any changes in its officers, stewards, mailing address or other information relating to employer-employee relations. If PAS has not made such appointment and notice as provided in the article, the Town will continue to communicate with the last known representatives.

3.2 Dues Deductions

(a) Employees may voluntarily join the Union and pay dues, initial fees and general assessments, as well as payment of any other Union membership benefit program sponsored by the Union ("Union Dues") as determined by the Union. The Union shall maintain a record of employees who have given their written consent to join and pay Union Dues. The Union shall certify to the Town the names of employees who have given their written consent to join and pay Union Dues and the amount of Union Dues to be deducted from each employee's pay checks ("periodic payroll deductions").

(b) The Town agrees to deduct the periodic payroll deductions from the paycheck of each employee who the Union certifies as authorizing the deduction. All sums deducted by the Town shall be remitted to the Union in an expedient manner at intervals requested by the Union, together with the names of each employee for whom a deduction was made.

(c) The Town will implement any change to an employee's payroll deductions in the first full pay period following notification of such change by the Union..

(d) The employee's earnings must be sufficient after all other required deductions are made to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee be allowed to deposit the amount with the Town which would have been withheld if the employee had been in pay status during that period. In the case of any employee who is in a non-pay status during a part of the pay period, and the wage is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over PAS dues deduction.

(e) PAS shall indemnify, defend and hold the Town harmless against any claims, demands, lawsuits or any other action initiated against the Town arising from compliance with any of PAS dues provisions of this article.

(f) PAS shall refund to the Town within 30 days any amounts paid to it in error upon presentation of supporting evidence by the Town.

3.3 No Discrimination

(a) There shall be no discrimination by the Town or by SEG in employment conditions or treatment of employees on the basis of membership or non-membership in SEG, or participation or non-participation in the activities of SEG.

(b) SEG shall not restrict its membership based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition (cured or rehabilitated cancer), disability, marital status, political opinion or affiliation, or Union activity, unless such factor is a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.

3.4 New Employee Orientation (NEO)

(a) The Town shall provide the Union written notice to the designated Union representative of NEOs (no matter how few participants, and whether in-person or online) at least ten (10) days prior to the event.

(b) Union representatives shall be permitted to make a presentation of up to fifteen (15) minutes and present written materials, during the NEO for which attendance is mandatory. No representative of management shall be present during the Union's presentation.

(c) Paid release time shall be granted for one Union steward to participate in the NEO.

(d) The Town shall distribute at the NEOs a copy of this contract, the current salary schedule, a list of all job classifications represented by the Union, and the contact information of the designated Union Representative. The new employee shall also be given the current Union membership enrollment form.

3.5 Employee Information

(a) The Town shall provide the Union with the employee information it has on file, as described and limited below, for all new hires in the Union-represented bargaining unit within thirty (30) days of hire. The Town shall also provide the employee information it has on file, as described and limited below, for all employees in the bargaining unit once per 120 days. The Town shall provide a digital file containing the employee information via email to the email address designated by the Union.

(b) The Town shall provide the Union with the following information on file, to the extent that the Town has it on file:

- Name
- Job Title
- Department
- Work Location
- Work Telephone Number
- Work Email Address
- Home Address
- Home Telephone Number
- Personal Cellular Telephone Number
- Personal Email Address on File with the Town.

## ARTICLE 4. TOWN RIGHTS

4.1 The Town reserves, retains and is vested with any management rights not expressly granted to PAS by this agreement, including those rights specified in the Town's Employer-Employee Relations Resolution (EERR).

4.2 Should the Town desire to exercise any of its rights, it may, except for cases of emergencies, give PAS advance written notice of its intentions thereof and may afford PAS an opportunity to meet and confer over impacts and effects as required by law.

## ARTICLE 5. WAGES

5.1 General Wage Increases

(a) Effective the first full pay period in July 2022, or the first full pay period after Council approval of this MOU, whichever is later, the salary rate for all classifications shall be increased by four and two tenths percent (4.2%)

(b) Effective the first full pay period in July 2023, the salary rate for all classifications shall be increased by three and one quarter percent (3.25%).

(c) Effective the first full pay period in July 2024, the salary rate for all classifications shall be increased by three and one quarter percent (3.25%).

5.2 Contract Ratification Bonus

Effective the first full pay period of July 2022, or the first full pay period after Council approval of this MOU, whichever is later, all employees who work for the Town on the last day of the pay period in which the payment will be issued, will receive a one-time, non-pensionable lump sum payment of two thousand five hundred dollars ($2,500).

5.3 Wages Upon Employment

(a) Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate and advancement to rates greater than the minimum rate shall be within the limits of the wage range for that class.

(b) In exceptional cases, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum with the approval of the Town Manager, so long as the rate does not exceed the top step of the salary range.

5.4 Wages Upon Promotion

(a) Except as otherwise provided herein, any full-time employee who is promoted to a position in a class allocated to a higher wage range than the class from which the employee is being promoted shall be placed at the lowest wage step of the new range sufficient to constitute an increase of at least five percent (5%) from the employee's pay rate before promotion. In the event no step rate exists in the employee's new range that would provide the employee with at least a five percent (5%) increase from the employee's prior pay rate, the employee shall be placed at the highest step of the new range. An employee may only be placed at a step higher than that called for in this section with the express approval of the Town Manager, but no higher than the highest step of the new range.

(b) An employee who is promoted shall be considered for a merit increase after one year of full-time employment in the new class. The date of promotion shall be the new anniversary date for determination of all subsequent merit increases.

5.5 Merit Advancement Within Wage Ranges

Merit increases within a range shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's manager and the Town Manager. Employees may, upon request, discuss performance evaluations with the applicable Department Head.

(a) Wages upon advancement within the range: Each new full-time employee shall be considered for an initial merit increase upon completion of probation. Each such employee shall be considered for subsequent merit increase on the annual anniversary date of the first merit consideration until the top step is achieved.

(b) An employee who receives an overall score of 4.0 or lower on his/her annual performance evaluation shall be eligible for a one step increase, at the recommendation of his/her manager. An employee who receives an overall score of 4.01 or higher on his/her annual performance evaluation shall be eligible for a two-step increase, at the recommendation of his/her manager. The performance review scores represent ratings from the Town's performance review software, currently NEOGOV. An equivalent rating scale will be used should the Town change to a new performance review system during this contract period.

5.6 Probationary Period

(a) All new employees shall serve a probationary period of not less than six (6) months, which shall be the final phase of the examination process.

(b) After evaluation by the Town Manager and written notice to the probationary employee, qualified employees will be assigned to regular employment status.

(c) Full-time regular employees promoted to a new position shall be retained in a probationary status for a period not to exceed six (6) months. The Town Manager may reassign the promoted employee to the prior position any time during the probationary period, and the employee shall commence a new probationary period.

(d) Employees who are promoted to a higher classification, and who are thereafter released during their probationary period, shall have a right of return to a position within the class from which they were promoted, provided: (a) there must be a vacant and funded position in the lower class; (b) the employee must have previously passed probation and had a record of satisfactory performance in the lower class. In addition, if the employee had previously passed probation and holds a record of satisfactory performance in the lower class for at least the five

years prior to the promotion, the employee need not serve a new probationary period.

(e) Employees that transfer to a lateral position within the same pay range, and have completed their initial six (6) month probationary period, do not have to serve a probationary period in their new position.

5.7 Wage Incentives

(a) Employees shall receive the wage incentives listed in Appendix "B" for advanced training or certifications regardless of when earned, and for advanced education earned since beginning employment with the Town, until said employee is promoted to a classification which has the indicated achievement as a minimum employment requirement. Wage incentives shall become effective on the first day of a full month following receipt of the certificate or degree.

(b) Payroll must receive copies of renewed certificates no later than the Monday three weeks prior to the certificate expiration. If a certificate has expired and the employee fails to provide a new certificate within the above time, there will be no incentive paid until the employee provides the certificate. There will be no retroactive pay unless the employee can demonstrate that the certificate was earned, but not issued, through no fault or omission of the employee.

5.8 Whenever an employee is assigned, in writing by the Town Manager, to temporarily perform the duties and responsibilities of a higher classification, in which there is a vacant, budgeted position, for at least thirty (30) consecutive calendar days, beginning on the thirty-first (31st) day and for the remaining period of the temporary assignment, the employee will receive additional compensation in the acting classification equal to ten percent (10%) above the employee's current salary. The Town Manager, in his or her sole discretion, may partially or fully waive the consecutive 30 day requirement. In no event shall such additional compensation be higher than the top step of the salary range, nor lower than the lowest step of the salary range, applicable to the higher class.

In those cases where an employee has been placed in an acting capacity and receiving acting pay, and subsequently is promoted to the position in which he or she was acting, the Town Manager may approve placement at a step in the range which would constitute an increase of salary most closely equivalent to five percent (5%) above the rate paid to him or her while acting in the position, not to exceed the top step of the salary range.

5.9 Bilingual Pay – Spanish

(a) Eligible employees who are certified for verbal bilingual proficiency in Spanish, in accordance with the Town's Bilingual Verbal Test, shall receive one hundred dollars ($100) per month for certification as verbally fluent. Eligible employees must agree to use the bilingual skill during his or her normal work shift when called upon to verbally communicate in Spanish.

(b) Eligible employees who are certified for written bilingual proficiency in Spanish, in accordance with the Town's Bilingual Written Test, shall receive fifty dollars ($50) per month for certification as a written Spanish translator. A maximum of four (4) employees Townwide shall receive the written Spanish translation pay in a fiscal year. The four (4) employees will be selected at the Town Manager's discretion, in accordance with the needs of the Town. In the event more than four (4) employees Townwide are certified as proficient in written translation, the eligible employees will rotate on a yearly basis. Eligible employees that are selected to receive the pay must agree to use the written translation skill during his or her normal work shift when called upon to assist with minor written translation and/or proofreading written translation.

## ARTICLE 6. PAY PERIODS

6.1 All employees shall be paid at least bi-weekly, and it is understood that paychecks normally shall be available no later than 12:00 p.m. on the Thursday following the end of a pay period, except due to circumstances beyond the control of the Town.

## ARTICLE 7. HOURS OF WORK AND OVERTIME

7.1 The Town of Windsor adopted a 4/10 work schedule effective August 6, 2001. All regular Town Business hours occur between Monday through Thursday, during the hours of 7:00 a.m. – 6:00 p.m. There are certain divisions that will have staggered schedules to maintain seven (7) day a week essential operational duties/functions as assigned by the Department Head.

7.2 An employee assigned to weekend duty may be assigned as standby and will be compensated at the standby pay rate.

7.3 All overtime work must be authorized by the Department Head in advance; when not reasonably possible to receive advance approval for overtime, the employee must promptly report the overtime incurred to the Department Head or designee as soon as reasonably possible. For the purpose of computing overtime, all hours in paid status shall be considered as hours worked.

7.4 Overtime pay at the rate of one-and-one-half (1½) times the employee's regular rate shall be paid for all hours worked in excess of forty (40) hours per week. Alternatively, employees may elect to accrue compensatory time at the rate of one-and-one-half (1½) times the number of hours worked in excess of 40 hours per week. Use of compensatory time must be approved in advance by the Department Head.

7.5 Overtime shall be recorded, and compensated, in ten (10) minute increments.

7.6 Employees shall use the Town's Authorization for Overtime Form to request advance authorization to work overtime, or to report overtime when preapproval is not possible.

7.7 Call-back: Any employee called back into work, and who is required to physically return to a work site, after completing his/her regularly scheduled work shift shall receive a minimum of two (2) hours pay at an hourly rate of one-and-one-half (1½) times the employee's base rate. An employee may elect to receive his or her minimum call back in

compensatory time off instead of cash compensation. An employee that so elects will receive three hours of CTO (two hours banked at one and one half hours).

7.8 Employees shall be compensated for a minimum of twenty (20) minutes at the overtime rate for each phone call received while not on duty. Additional calls received during the same 20 minutes will be considered compensated by the same 20 minute minimum, and no additional overtime will be paid. An employee shall be compensated for a minimum of one hour at the overtime rate for each call received that necessitates logging onto the Town's SCADA system while not on duty. Additional calls received during the same hour will be considered compensated by the same hour minimum, and no additional overtime will be paid. Any time worked in addition to the minimums shall be compensated at the employee's overtime rate. At no point will an employee be compensated for more time than actually lapsed. For instance, an employee will not be compensated for more than sixty minutes in a sixty (60) minute period.

7.9 Employees shall be allowed to accrue up to eighty (80) hours of compensatory (comp) time. Employees may not accrue comp time in excess of eighty (80) hours. Employees who have accrued eighty (80) hours in compensatory time off and elect further compensation in compensatory time off will be paid in cash until the employee's comp time balance falls below eighty (80) hours.

7.10 Any employee who is separated from Town service shall be entitled to payment for accrued comp time at a rate not less than: (1) the average regular rate received by the employee during the last three years of employment; or (2) the final regular rate received by the employee, whichever is higher.

## ARTICLE 8. REST PERIODS

8.1 Employees shall be allowed a rest period not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Rest periods will be scheduled on a daily basis so that the delivery of services is not adversely impacted.

8.2 The Town provides two extra 15-minute rest periods during the four-day work week. These rest periods are to be used in the same week, are considered paid time, and are intended to support our employees' health and welfare. The following options are available with supervisor approval to utilize these extra rest period(s): (1) May add one 15 minute rest break to a morning or afternoon break not to exceed a 30 minute break or (2) May add one 15 minute rest period to the employee's allotted lunch break. The lunch period cannot be extended by both additional rest periods on the same day; therefore, the maximum lunch break will be 1 hour 15 minutes. The additional breaks are not qualified upon hours worked in any pay period rather they are a recognition of the longer work schedules throughout the year.

8.3 The extra 15 minute rest periods cannot be used to shorten the work day by arriving late or leaving early.

## ARTICLE 9. TOWN VEHICLE

9.1 With Department Head approval, employees covered under this MOU may use an available Town vehicle to commute and be more readily available to respond to after-hours calls and emergencies.

## ARTICLE 10. HOLIDAYS

10.1 The following holidays are recognized as paid holidays. Prior to January 1 of each year, the actual days for paid holidays in the upcoming calendar year will be posted by the Town.

(a) New Year's Day – January 1
(b) Martin Luther King Jr. Birthday – Third Monday in January
(c) President's Birthday – Third Monday in February
(d) Memorial Day – Last Monday in May
(e) Independence Day – July 4
(f) Labor Day – First Monday in September
(g) Veterans' Day – November 11
(h) Thanksgiving Day – Fourth Thursday in November
(i) Day after Thanksgiving – Friday after Thanksgiving
(j) Day before Christmas – December 24
(k) Christmas Day – December 25
(l) Floating Holiday – At the start of every fiscal year, all full-time regular employees will receive two (2) ten (10) hour floating holidays which may be used with the advance approval of the employee's supervisor. New employees hired between July 1st and December 31st will receive twenty (20) hours of floating holiday, available immediately upon hire. New employees hired between January 1st and June 30th will receive ten (10) hours of floating holiday, available immediately upon hire. Employees who do not use their floating holiday hours prior to the end of the fiscal year will not receive any other time off or payment in lieu of these holidays. Provided the employee has exhausted all accrued sick leave, accrued floating holiday hours may be utilized for his/her absence on account of illness or injury.
(m) Any other day formally recognized by the Town Council as a holiday.

10.2 In addition to the floating holidays described above, employees will receive ten (10) hours of floating holiday time when a holiday listed in section 10.1 is recognized on a non-work day.

10.3 Saturday holidays will be observed on Friday. Sunday holidays will be observed on Monday. To qualify for holiday pay, an employee shall have worked his regularly scheduled workday before and after the holiday, unless absence on such day is due to the express permission of the Town, or a bona fide illness. The Town may require a doctor's certificate.

10.4 Due to the nature of work handled by the Town, there may be times when an employee will work on a holiday for which they will be paid at one-and-one-half (1½) times the regular rate for the time they work, plus the regular hourly rate for the holiday. In lieu of the holiday compensation of one-and-one-half (1½) times the regular rate, the employee may take the next day after the holiday off with pay, subject to prior approval by the Town.

10.5 Holidays that occur during an employee's vacation will be treated as a paid holiday rather than as a vacation day.

10.6 Effective one day after employment, employees shall be entitled to the provisions of this article.

## ARTICLE 11. HOLIDAY CLOSURES

11.1 Town Offices will be closed for an annual holiday break during the week of Christmas. For purposes of this section, the week of the holiday closure is the Sunday through Saturday that includes December 25.

11.2 Employees will be allowed to use banked holiday hours accrued for holidays that occur during the week of holiday closure to cover the unpaid days off during the holiday closure. Employees will be required to cover any additional unpaid work days for the holiday closure.

11.3 Employees may use vacation, floating holidays, comp time or unpaid time to cover unpaid work days during the holiday closure. Employees may not use sick leave to cover any of the holiday closure time off.

11.4 The intention of providing the additional ten (10) hours of Floating Holiday during the term of this agreement is to provide employees the opportunity to utilize these hours during the Holiday Closure. The additional ten (10) hours of Floating Holiday referred to in this section is one of the total of two ten (10) hours of Floating Holiday granted in section 10.1 (l) of this MOU.

## ARTICLE 12. VACATIONS

12.1 Paid vacation shall consist of ninety (90) hours after one (1) year of employment has been completed; one hundred thirty (130) hours after four (4) years; and one hundred seventy (170) hours after twelve (12) or more years.

The parties agree that in February and March 2024, either party shall have the right to reopen negotiations on the limited subject of vacation accrual rates. The parties agree per this reopener, any changes to the MOU on the subject of vacation accrual rates require mutual agreement of the parties.

12.2 Vacation schedules shall be arranged by the Department Head with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee, taking into consideration seniority. Every effort shall be made to arrange

vacation schedules so that each employee will take as much vacation in each year as accrues to him/her in that year. Each employee's vacation time may be so divided as the needs of their service require or permit.

12.3 No employee may take vacation without advance approval of the Department Head or designee. No employee may take vacation leave in advance of that actually accumulated by him/her at the time such leave is taken. Minimum vacation notice is one (1) week for a three (3) or less days request and two (2) weeks for more than a three (3) day request.

12.4 Each employee who is separated from Town service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work, and compensation shall be computed on the basis of such employee's regular hourly rate at the time of termination.

12.5 Employees shall be employed by the Town for a minimum of six (6) complete months and shall have completed their probationary period prior to using any vacation.

12.6 Vacation leave is intended to benefit the employee without adverse effect upon the Town. Every employee is encouraged to take his/her vacation leave during the benefit year, that is, the employment year when the vacation is accrued. Any unreserved or unused vacation leave exceeding 160 hours at the end of the calendar year shall not be carried over to the next year, but will be paid to the employee, at the employee's regular hourly rate, with the first pay period in January following the pay period that includes December 31st, which allows for full calculation of accruals/payouts.

12.7 Subject to verification of illness, an employee who becomes sick during a scheduled vacation may substitute accrued but unused sick leave for the period of sickness. The Town may require the employee to provide written certification for such illnesses, regardless of duration.

## ARTICLE 13. LONGEVITY INCENTIVE

13.1 Employees with twenty (20) consecutive years of paid service with the Town of Windsor shall receive one additional floating holiday. The initial additional floating holiday shall be granted on the employee's twenty (20) year anniversary date. For subsequent years the floating holiday shall be accrued on July 1st, in addition to any floating holidays agreed to in this Memorandum of Understanding. Employees who do not use their floating holiday hours prior to the end of the fiscal year will not receive any other time off or payment in lieu of these hours.

## ARTICLE 14. SICK LEAVE

14.1 Each employee shall earn and may accumulate sick leave as follows, with no maximum limit on sick leave accrual:

(a) Hours earned monthly - 10
(b) Hours earned annually – 120

14.2 Employees shall accrue sick leave at a rate of ten (10) hours per month.

14.3 Sick leave shall not be considered as a right, which an employee may use at his discretion and shall be allowed only in the case of actual sickness or disability. No punitive actions shall be imposed on employees for taking justifiable sick leave.

14.4 For the purpose of charging sick leave, the minimum sick leave chargeable shall be one-fourth (.25) working hour. Sick leave must be accrued and available before it can be used. Employees cannot use sick leave that is accruing in the current pay period until after the pay period is completed.

14.5 Employees may use sick leave when they are unable to work because of a disability due to a non-industrial sickness of injury.

14.6 On taking sick leave time, employees shall notify their immediate manager either prior to or within one (1) hour after the time set for beginning daily duties for foreseeable sick leave usage. For unforeseeable absences the employee shall provide notice as soon as practicable.

14.7 The employee using sick leave who is not sick or who has engaged in private or other public work while on sick leave shall be considered absent without leave and the Town may deduct pay, adjust sick leave time and take appropriate disciplinary action.

14.8 The Town may require from an employee who has been absent for more than five (5) days a clearance from a doctor prior to permitting said employee to return to work.

14.9 Earned sick leave credits may, with the approval of the Town Manager, be used by the employee:

(a) During the employee's own incapacity due to illness or injury.

(b) During the time needed by the employee to undergo medical or dental treatment or examination.

(c) During a maternity leave in which the employee or spouse is disabled due to the imminent or actual birth of a child.

(d) When it is necessary for an employee to care for a biological child, stepchild, adopted or foster child, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling. The Town may require written verification from the doctor when using sick leave for this purpose.

(e) For an employee who is a victim of domestic violence, sexual assault or stalking.

14.10 Earned sick leave credits are terminated upon an employee's separation from the Town. However, at the employee's written request, the Town shall credit all accumulated sick leave workdays for the purpose of CalPERS retirement.

14.11 In the event of a recognized job-related injury or illness, an employee may use accrued sick leave pursuant to the Town's Personnel Policies regarding Workers' Compensation.

14.12 The Town shall integrate paid sick leave with SDI benefits.

14.13 In accordance with AB1522 (Assembly Bill 1522 – Healthy Workplaces, Healthy Families Act of 2014) compliance the Town will not request a medical certification for family members during the AB1522 sick leave usage. For current employees the first three days of sick leave each fiscal year will be recorded as AB1522 sick leave usage. For new hires the first three days of sick leave from date of hire will be recorded as AB1522 sick leave usage.

## ARTICLE 15. FAMILY AND MEDICAL LEAVE POLICY

15.1 All employees are entitled to Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) leave pursuant to the Federal and State laws and the Town's Personnel Policies.

## ARTICLE 16. CATASTROPHIC LEAVE POLICY

16.1 The Catastrophic Leave Policy is designed to assist employees who have exhausted their paid time leave balances due to the serious illness, injury or condition of the employee or his/her extended family. This policy allows other employees to make donations of time to that employee so he/she can remain in a paid status for a longer period of time, thus partially easing the financial impact of an illness or injury.

16.2 Conditions:

(a) The receiving employee must be a full-time regular employee who has successfully completed any required probationary period.

(b) The receiving employee or a member of his/her extended family must have sustained a life-threatening or debilitating illness, injury or condition.

(c) The receiving employee must have exhausted all usable leave balances.

(d) The receiving employee must be prevented from return to work for at least thirty (30) calendar days. The Town Manager may alter eligibility for leave on a case by case basis.

16.3 The donating employee may transfer sick leave, floating holiday leave, vacation leave or compensatory time earned on an hour-for-hour basis. A donating employee must retain at

least 80 hours of vacation leave and 80 hours of sick leave, but may transfer all compensatory time earned or floating holiday time.

16.4 Donations must be made in one (1) hour increments.

16.5 Hours donated will be kept in pledge status until transferred. As needed, pledged hours shall be deducted from the donor's leave balance and transferred to the recipient's usable sick leave accrual in the order they were pledged. Once transferred, donations are irrevocable.

16.6 Total leave credits to a receiving employee shall not exceed three (3) months unless a longer period is approved by the Town Manager.

16.7 A donating employee terminating for any reason shall be paid for pledged vacation leave or compensatory time earned that has not yet been transferred to the receiving employee.

16.8 A receiving employee may use donated hours to supplement SDI/PFL benefits.

16.9 A receiving employee using donated hours will be treated as in-paid status but will not accrue vacation or sick leave.

16.10 Use of donated leave time shall apply toward time in service and benefits in the same manner as when the employee is on paid sick leave.

16.11 Donated leave time shall be paid at the receiving employee's current rate of pay and will be subject to the recipient's normal payroll deductions.

16.12 Participation by a receiving employee will continue until all donated leave balances are exhausted, and the employee returns to work or the receiving employee terminates employment.

16.13 Procedures:

(a) An Application for Catastrophic Leave must be completed by the receiving employee or the receiving employee's manager and approved by the receiving employee's Department Head. The Department Head may require a medical verification. The form will then be routed to Human Resources.

(b) A Donation Pledge form must be completed by each donating employee and approved by the receiving employee's Department Head. The form will then be routed to Human Resources.

(c) Human Resources will administer the donation and use of time credits.

16.14 Definitions:

(a) Catastrophic – a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days.

(b) Pledged Hours – sick leave, vacation leave, floating holiday leave, or compensatory time earned which one employee agrees to give to another employee to use for catastrophic leave.

(c) Donated Hours – pledged sick leave, vacation leave, floating holiday leave or compensatory time earned which has been used by the recipient.

(d) Usable Hours – sick leave, vacation leave, floating holiday leave or compensatory time earned which has been transferred to an employee and is available for use.

(e) Extended Family – for purposes of this policy, the definition of extended family shall correspond at all times with the sick leave policy in the receiving employee's Memorandum of Understanding.

## ARTICLE 17. WORKERS' COMPENSATION POLICY

17.1 Employees shall be entitled to Workers' Compensation leave benefits pursuant to the Town's Personnel Policies.

## ARTICLE 18. BEREAVEMENT LEAVE

18.1 The Town shall grant leave of absence with pay up to three (3) 10-hour days where a member of the employee's or spouse's immediate family dies. In the event travel is required of more than 500 miles round trip, employees may use up to an additional two (2) 10-hour days from their accumulated sick leave balance. For the purposes of this article, the immediate family of employee or spouse is defined as parent, current spouse, registered domestic partner, child, stepchild, grandparent, brother, sister, grandchild, current mother-in-law or current father-in-law. Bereavement leave days are to be calculated on the basis of ten hour days.

## ARTICLE 19. JURY DUTY

19.1 It is the policy of the Town that regular employees be encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any regular employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel, but shall make payable to the Town any and all fees which the employee may receive in payment for service as a juror.

An employee shall notify his/her manager of a potential call to jury duty and keep the manager informed of reporting requirements.

During his/her regularly scheduled workday, an employee will report to work for all periods which are not required for travel, lunch break or jury service. Such times are generally before jury service begins for the day and after jury service is completed for the day.

An employee who has reported for jury duty shall request a certification from the courtroom clerk showing dates and times of service. This form shall be turned in to the employee's manager to be forwarded to Human Resources.

All hours spent in jury service or travel to and from the court should be reported on the employee's timesheet as jury duty.

Jury duty on an employee's non-scheduled workday will not be compensated by the Town.

Employees shall pay any fees received for jury duty to the Town, except for mileage reimbursement.

## ARTICLE 20. STANDBY

20.1 An employee assigned to be on standby for call backs for a specified period of time outside of the employee's normal workday shall be eligible for standby pay.

20.2 Standby duty requires that an employee be available to respond immediately, be reachable by telephone and/or Town pager and be able to report to work within a reasonable period of time. This shall mean typically within thirty (30) minutes of the Town. Exceptions to the typical response time may be made by the Public Works Director, or designee, on a case by case basis. Employees on standby will be assigned a Town vehicle to take home in order to respond to calls as soon as possible, unless otherwise determined by the Public Works Director.

20.3 All employees assigned to standby shall be compensated at the rate of two (2) hours straight time pay for each regularly assigned work day. Standby rates shall be four (4) hours straight time pay for each non-scheduled work day and holiday. Employees may elect to be compensated for standby duty in compensatory time off (CTO) hours in lieu of cash compensation. An employee that so elects will receive two hours of CTO for each regularly assigned scheduled workday, and four hours of CTO for each non-scheduled work day and/or holiday.

20.4 Any employee who is assigned to standby duty shall be compensated at a minimum of two (2) hours of overtime for the first call back, for which the employee is required to physically return to a worksite, during a 24-hour standby period. All other call backs during the same 24-hour standby period will be compensated at a minimum of one hour of overtime.

20.5 Any employee who is assigned to stand-by duty shall be compensated for a minimum of twenty (20) minutes at the overtime rate for each phone call received while on stand-by.

Additional calls received during the same 20 minutes will be considered compensated by the same 20 minute minimum, and no additional overtime will be paid. Any employee who is assigned to stand-by duty shall be compensated for a minimum of one hour at the overtime rate for each call received that necessitates logging onto the Town's SCADA system. Additional calls received during the same hour will be considered compensated by the same hour minimum, and no additional overtime will be paid. Any time worked in addition to the minimums shall be compensated at the employee's overtime rate. At no point will an employee be compensated for more time than actually worked beyond the minimums established herein. For instance, an employee will not be compensated for more than sixty minutes in a sixty (60) minute period.

## ARTICLE 21. EDUCATIONAL DEVELOPMENT AND REIMBURSEMENT FOR BUSINESS EXPENSE

21.1 The Town will reimburse an employee for the cost of enrollment and related textbooks upon the successful completion of a vocational, high school, junior college, college and/or university course, subject to approval in advance and up to a maximum of $1,000 per fiscal year per employee. Approval will be contingent upon said course being in some way related to the Town work and the receipt of a passing and/or "C" grade, whichever is relevant. Further, this will be in addition to any approved seminar attendance. In special circumstances and with adequate security, the Town Manager may authorize pre-payment of said expenses subject to a written agreement for repayment if the required conditions are not met. Additional educational reimbursement or training beyond the $1,000 annual limit may be approved by the Town Manager on a case-by-case basis.

21.2 Any employee required or authorized to travel in the performance of his/her duties shall be compensated for with necessary traveling expenses at the actual cost, including transportation, lodging and meals.

21.3 An employee who is authorized to use a private motor vehicle for travel required in the performance of official duty shall be reimbursed at the mileage rate established by the United States Internal Revenue Service (IRS) provided the employee maintains the minimum standards for automobile insurance required by the Town.

## ARTICLE 22. WORKING UNIFORMS

22.1 The Town will provide and field employees shall wear at all times when on duty full uniforms to include shirts, 100% cotton denim pants, jacket and baseball cap, as weather conditions dictate. The Town provides laundry service for uniforms. All uniforms will be removed and stored at the Town's locker room when not being worn. The Town retains the exclusive right to determine the color, style, type and supplier of all uniform pants, shirts, jackets and hats, provided however that a Department Head may discuss with employees covered under this MOU issues related to the type and style of uniform shirts to be worn by them.

22.2 Each fiscal year the Town shall provide a maximum safety footwear allowance of $250 for the purchase of footwear. Such footwear shall meet the American National Standards Institute (ANSI) for safety footwear and shall have a minimum 6-inch top. Safety footwear shall only be worn while performing Town duties. Non-safety footwear may be

worn by an employee covered by this MOU when he/she is participating in a meeting, training (except if the training itself necessitates safety footwear), or office project provided the employee has safety footwear available in the event he/she must respond to the field. In order to be eligible for reimbursement for the purchase of safety footwear, employees must submit receipts that clearly identify the safety footwear, as well as show the newly purchased boots to his/her manager, and receive approval of the manager. Employees may apply to supervisor for one additional maximum safety footwear allowance of $250 during each fiscal year covered by this MOU in the event of wear and tear on safety footwear to the extent to render the footwear unusable and beyond repair for the remainder of the fiscal year. Under these extraordinary circumstances, the supervisor shall forward a recommendation to the Town Manager for final approval of reimbursement request.

22.3 The Town shall provide a maximum safety glasses allowance of $150 for frames every 24 months, and $200 for lenses every 12 months, for the purchase and/or maintenance of safety glasses for field employees requiring safety glasses. Allowance and maintenance costs include the purchase of glasses to be used in the field, as well as replacement lenses (regular or prescription) and/or safety goggles. In order to be eligible for reimbursement for the purchase of safety glasses, employees must submit receipts that clearly identify the safety glasses, as well as show the newly purchased glasses to his/her supervisor, and receive approval from manager or designee. Town will contract with at least one provider for employees to obtain safety glasses with no out of pocket expense. Contract provider will bill the Town directly. The maximum allowance amounts listed in this article apply to reimbursement or purchase from contract provider.

## ARTICLE 23. RETIREMENT

23.1 The Town provides retirement benefits for all regular, full-time employees through the California Public Employees' Retirement System (CalPERS).

23.2 All current and new employees are subject to the CalPERS plans in accordance with the California Public Employees Pension Reform Act of 2013 (PEPRA). Accordingly, all new employees hired on or after July 1, 2013, who are considered "new members" under the PEPRA shall be in the 2% at 62 CalPERS retirement formula, as described in PEPRA. In addition, in lieu of the benefit described below, "new members" shall pay at least 50% of the normal costs of their pension benefit.

23.3 For all "classic" members, as defined by the PEPRA, the Town shall pay the employer contribution and 4% of the employee contribution to PERS. Employees shall contribute 3% of the employee contribution to PERS. Plan elements are set forth in the Town's contract with CalPERS and include the following::

(a) PERS credit of 2% per year of PERS membership at age 55.
(b) No Social Security coordination.
(c) 1957 Survivor's Benefits.
(d) 1959 Fourth Level Survivor's Benefits.
(e) Final Compensation determined at highest twelve (12) consecutive months of CalPERS membership.

(f) Ordinary Disability Retirement.
(g) Unused Sick Leave accumulation credit.
(h) 2% maximum annual cost-of-living allowance after retirement.
(i) Pre-retirement death benefit of total contribution plus interest earned return to survivor plus one month's pay for each year in the retirement system up to six (6) years.
(j) Post-retirement death benefit of $500 (in addition to normal retirement benefits).
(k) Termination of Service – may receive refund of member's contributions.
(l) Military Service Credit as Public Service.

23.4 Town shall treat employee contribution to the California Public Employees' Retirement System as employer contribution for Federal and State tax purposes only. The procedure is in compliance with Section 414(h) (2) of the Internal Revenue Code (IRC) and the State of California Revenue and Tax Code Section 17501.

## ARTICLE 24. DEFERRED COMPENSATION PLANS

24.1 Employees may participate on a voluntary basis in any of the deferred compensation plans offered by the Town. Any contributions made by employees to any deferred compensation plan offered by the Town must be made through employee payroll deductions, using forms approved by the Town.

## ARTICLE 25. INSURANCES

25.1 The Town shall provide each full-time employee with the following insurances at the levels described below: medical plan; dental plan; vision plan; life insurance; long-term disability; supplemental health insurance.

25.2 Medical Plans

(a) The Town offers coverage through Kaiser (through Teamsters Trust), Anthem/Blue Cross (through Redwood Empire Municipal Insurance Fund, known as REMIF), and Sutter Health. The Town will use best efforts to ensure that employees continue to receive substantially comparable coverage during the term of this MOU.

The Parties agree that the Town shall have the right to reopen negotiations on the limited subject of the Sutter Health Plan benefit. If the Town requests to so reopen negotiations on this limited subject, PAS shall agree to promptly meet and confer.

(b) The Town shall contribute 100% of the premium cost for employee only coverage, 95% of the premium cost for employee plus one dependent coverage, or 85% of the premium cost for employee plus family coverage, however, the Town's contribution shall not increase more than 10% year over year. If a medical premium cost increases more than 10% year over year, the employee will pay the increased cost over 10%.

Plan Year 2022—2023 Rates and Town Maximum Monthly Contribution

| Plan | Selection | Monthly Rate | Town Max Contribution |
|---|---|---|---|
| Anthem Blue Cross | Employee Only | $837.00 | $837.00 |
| | Employee + 1 | $1,753.00 | $1,665.35 |
| | Employee + 2+ | $2,503.00 | $2,127.55 |
| Sutter Health | Employee Only | $947.40 | $947.40 |
| | Employee + 1 | $1,802.30 | $1,712.19 |
| | Employee + 2+ | $2,514.30 | $2,137.16 |
| Teamsters Kaiser | Employee Only | $829.00 | $829.00 |
| | Employee + 1 | $1,591.00 | $1,511.45 |
| | Employee + 2+ | $2,224.00 | $1,890.40 |

(c) If any medical plan increases rates in excess of 5% year over year, the Parties agree to meet and confer upon request by the Town over the limited subject of re-establishing a maximum on the Town's share of the cost of medical premiums.

(d) Teamsters Trust to pay Kaiser break-in fee, and all other costs associated with the Town's transfer to the Teamsters Trust Kaiser plan. The Town participates in Teamsters Trust Kaiser plan with the understanding that the Town will have the opportunity, on an annual basis, to discontinue participation without costs/fees/penalties. If the Town is considering withdrawal, the Town shall meet and consult with the Union.

(e) The Union acknowledges and agrees to the following:

a. The Teamsters Trust plan meets Affordable Care Act's minimum value standards (i.e. the plan's share of the total allowed costs of the benefits provided under the plan is at least sixty percent (60%) of those costs);
b. The Teamsters Trust plan is offered to dependent children up to age 26;
c. The Teamsters Trust is responsible for any reporting and fees required by ERISA, the DOL or the IRS;
d. The Union shall provide the Summary of Benefits and Coverage as required by ACA;
e. The Union shall provide Town information it needs to fulfill its reporting obligations under IRC 6056;

f. The Union shall comply with its reporting obligations under IRC 6055 as the plan sponsor.

(f) In-lieu benefit. The Town will make a $350 monthly payment, or contribution to one 457 plan, of the Town's choosing, to all employees who choose to opt out of Town medical coverage. The employee must provide proof of other coverage in order to be eligible for this benefit. Other coverage must meet the minimum requirements of the Affordable Care Act, as determined by the Town.

(g) For the term of this MOU only, the Parties agree that the Town shall have the right to reopen negotiations on the limited subject of the Sutter Health Plan benefit. If the Town requests to so reopen negotiations on this limited subject, the Union shall agree to promptly meet and confer.

25.3 Dental Plan

(a) During the term of this MOU, the Town will make the following contributions toward premiums for the Town's dental plan: 100%.

(b) The Town offers Delta Dental through REMIF. If the Town changes from Delta Dental, the Town will notify PAS. The Town will use best efforts to ensure that employees continue to receive substantially comparable coverage to Delta Dental during the term of this MOU, and will consult with PAS upon request relative to this issue.

25.4 Vision Plan

(a) During the term of this MOU, the Town will contribute 100% of the premium for Vision Service Plan made available by the Town. If not covered by the plan, safety glasses will also be provided to all maintenance and operations personnel pursuant to this MOU.

25.5 Life Insurance. During the term of this MOU, the Town will provide a plan with $100,000 lump sum death benefit, of which, under current IRS regulations, $50,000 is considered a taxable benefit to the employee. On a voluntary basis, employees may purchase additional life insurance coverage beyond the $100,000 lump sum death benefit provided by the Town using the Town's group plan. The premium for additional life insurance coverage shall be paid through employee payroll deductions.

25.6 Long Term Disability. During the term of this MOU, the Town will continue to pay the entire premium for long term disability insurance coverage for employees.

25.7 Supplemental Health. During the term of this MOU, on a voluntary basis employees may choose to purchase supplemental health, disability, life and other insurances from the American Family Life Assurance Company of Columbus (AFLAC), or other company

authorized by the Town (hereafter "Insurance Company"). All of the costs to obtain supplemental insurances will be paid by the employee, with no financial contribution from the Town. Premiums and any other charges for supplemental insurances will be paid by individual employees through payroll deductions, on forms approved by the Town and submitted to the Town Manager or designee. This voluntary payroll deduction shall remain in effect until employment with the Town is terminated or a written authorization, modification or cancellation is received by the Town Manager or his/her designee. The Town agrees to make payments to the Insurance Company of the specific amount deducted and withheld as authorized in writing by the employee. This deduction will be made only if the employee's earnings are sufficient and after all other required deductions are made. All other required deductions have priority over the supplemental health insurance premium deduction. The Town shall not be responsible or liable for any claims, demands, lawsuits or any other action initiated against the Town by the employee or the Insurance Company regarding such supplemental insurances; but the Town will provide information on payments made to the Insurance Company on behalf of an employee if requested in writing by either party to resolve a dispute over payments of premiums.

25.8 Flexible Spending Account. During the term of this MOU, the Town will make available a Flexible Spending Account program (IRC Section 125). Contributions may be made by employees on a voluntary basis to such program. The Town currently absorbs the monthly administration fee for this benefit.

25.9 Miscellaneous. During the term of this MOU, the Town shall continue to provide coverages that are the same or substantially equivalent to those described above, provided such coverages continue to be available.

## ARTICLE 26. WELLNESS PROGRAM

26.1 Wellness Program. In recognition of the extraordinary work efforts by supervisory employees, and the overall importance of physical and mental fitness, the Town will sponsor a wellness program for the term of this MOU. The objectives of the plan are to reward supervisory employees for their dedication to the Town and its mission; to promote wellness, including employees' physical and mental fitness; and to reduce absenteeism.

For the term of this MOU, the Town will reimburse employees up to $800 annually toward a gym membership, weight loss program (not including the cost of food), exercise/fitness classes or programs, nutrition education, yoga classes, mindfulness training, park pass, other demonstrable mental wellness activities, or similar wellness-related expenses. Pre-approval is required.

## ARTICLE 27. LAYOFF AND RECALL POLICY

27.1 Whenever in the sole judgment of the Town Council it becomes necessary to abolish any position that is held by a full-time regular employee due to a reorganization, lack of work or funds, the employee holding said position may be laid off or demoted without

disciplinary action and without the right of appeal. Whenever possible, employees will be given at least thirty (30) days' notice of any layoff.

27.2 When a layoff involves a position classification held by more than one person, layoffs will be made on a reverse order of seniority. Seniority will be determined by including all periods of full-time regular service at or above the classification level where the layoff is to occur. Periods of leave on account of illness or injury for which the employee was entitled to, and did receive, Workers' Compensation benefits shall be included in the calculation of service for seniority purposes.

27.3 An employee affected by a layoff will have the right to displace an employee in the same department who has less seniority in either a lower classification in the same classification series or a lower classification in which the affected employee once had full-time regular status. Employees retreating to a lower or similar classification will serve a probationary period as defined in Article 5, unless the employee has successfully completed a probationary period in the same or lower classification. Employees retreating to a lower or similar classification will be placed at a wage range and step for the new position that represents the least loss of pay.

27.4 Persons laid off or demoted in accordance with this policy will have their names kept on a re-employment list for two (2) full years from the date of layoff or demotion. The re-employment list will be used by the Town when a vacancy arises in the same or lower classification of position in the department where the layoff originally occurred before seeking promotional and/or general applications from others.

## ARTICLE 28. DRUG-FREE WORKPLACE POLICY

28.1 The Town maintains a drug and alcohol free workplace pursuant to its Personnel Policies and Procedures.

## ARTICLE 29. PERSONNEL FILE INSPECTION

29.1 An employee may inspect the contents of his/her "Official Personnel File" only by appointment with the Town Manager or designee. Employees will make every effort not to disrupt the work activities of the Human Resources Department or the employee's department when scheduling such a review. An employee may designate another individual to inspect his/her personnel file provided written authorization is submitted to the Town Manager or designee.

29.2 The Town will provide copies to employees of reprimands, letters of discipline or other documents reflecting negative information regarding the employee upon their inclusion in personnel files.

## ARTICLE 30. DISCIPLINARY PROCEDURES

30.1 The Town believes that any agreement must provide a formalized system based on corrective, progressive discipline. Only an employee who has successfully completed the required probationary period and attained regular employee status shall have the right to file an appeal. Whenever the term "employee" is used, it shall mean a regular full-time employee who has successfully completed his/her probationary period. Corrective actions

are intended to obtain compliance with established rules of conduct. Violations of the rules should be viewed from the perspective that corrective or disciplinary action taken should be limited in severity commensurate with the alleged infraction(s). There are two (2) types of disciplinary actions: informal and formal.

30.2 Informal Action – There are three (3) types of informal disciplinary action: oral reprimand, written reprimand or a special performance review. Where a rule, order, standard of conduct or performance requirement has been violated, an oral or written reprimand may be appropriate. The supervisor shall make it clear that the conduct is unacceptable and repetition is inappropriate. If necessary, a warning will be given that stronger informal action may be taken in the future. When oral or written reprimands have failed to correct a pattern of unacceptable behavior, a special performance review may be appropriate. The development of a specific improvement plan, including target dates for correction of unacceptable job performance, is the essential part of this special performance review. Informal disciplinary action shall not be subject to appeal.

30.3 Formal Action – The Town may take formal disciplinary action to suspend, reduce the pay of, demote or dismiss an employee for just cause, including but not limited to those grounds specified in the Town's Personnel Policies and Procedures. The procedure for formal disciplinary action shall be as follows:

(a) Initial Investigation – An alleged violation of policy, procedure, rules, regulations or laws shall be investigated by the employee's manager or designee. The employee's manager or designee shall complete a written report of the investigation, including the specific rule, policy or procedure violated, all available facts, statements of witnesses, and employee's statement. This information shall be forwarded to the next level manager, typically the Department Head or designee, within ten (10) working days of the initial investigation.

(b) Department Head Review – The Department Head or designee shall review all written documents and other relevant information and may interview the employee to ensure that all facts are adequately addressed. If the facts are accurate, the Department Head or designee shall indicate concurrence or modification of the recommended disciplinary action in writing within three (3) working days.

(c) Notice of Intent to Render Discipline – A Notice of Intent to Render Discipline issued to an employee must include the following:

A statement that clearly defines the intent to take action, the specific action to be taken, and the proposed date of the action. In cases of suspension, the proposed beginning and ending time should be stated specifically. A statement of (and preferably the quoting of) the rule or regulation that has allegedly been violated. A statement of the specific action or charges which allegedly constitute a violation of the rule or regulation. A description of the records and documents upon which the proposed action is based, and a statement that the records are

attached. Records and documents may not be attached with the notice if voluminous, but will be available to the employee upon request.

(d) Employee response – Upon receipt by an employee of a Notice of Intent to Render Discipline, an employee shall be allowed ten (10) working days from the date of receipt to respond either in writing or orally. The employee shall by his/her signature acknowledge receipt of said notice. Failure to respond within ten (10) working days of receipt of Notice of Intent to Render Discipline shall forfeit further right of a pre-disciplinary hearing.

(e) Oral response – If the employee or his/her designated representative, requests the right to respond orally to the Department Head or designee, imposition of proposed discipline shall be deferred until after any meeting. If the employee elects to respond in writing, imposition of discipline shall be deferred until receipt and review by the Department Head or designee of the written response.

(f) Pre-disciplinary hearing – Where a witness or oral response has been elected, the Department Head or designee has the responsibility to conduct a pre-disciplinary hearing. It is the Department Head's responsibility to coordinate the scheduling of the investigation including the date, time and place and forwarding of notices of such information to the employee and designated PAS representative within ten (10) working days of the employee's request. The Department Head or designee shall conduct the hearing informally and hear appropriate testimony on the specific issue(s) of the appeal. The Department Head or designee's responsibility includes the findings of fact and forwarding of recommendation(s) for disciplinary action to the Town Manager within three (3) working days after the hearing.

(g) Notice of Disciplinary Action – The Town Manager shall consider the findings of fact and recommendation(s) of the Department Head or designee and impose or authorize appropriate disciplinary action. The Town Manager's decision must be determined in writing within two (2) working days after receiving the Department Head or designee's recommendation, and shall be forwarded to the Department Head or designee. The Department Head or designee shall impose the final discipline authorized by the Town Manager by serving the employee a Notice of Disciplinary Action specifying the date(s) upon which the disciplinary action will be imposed. The Notice of Disciplinary Action shall also inform the employee of his/her right to appeal and shall further inform the employee of any time limitations within which the Notice of Appeal must be filed.

(h) Employee appeal – An employee who has received a Notice of Disciplinary Action (for a suspension of more than two (2) days, a reduction in pay step, demotion to a lower job class or dismissal) may, within ten (10) working days of receipt of such notice, appeal the disciplinary action to the Town Manager. The Town Manager shall refer the matter to an impartial hearing officer for the purpose of convening an appeal hearing, developing a record as appropriate, and making a recommendation to the Town Manager. The neutral hearing officer shall

be jointly selected by the Town Manager and the appellant (or PAS if it is representing the appellant in his/her appeal). Costs of the hearing officer, and transcript, if any, shall be borne equally. The Town Manager shall consider the hearing officer's recommendation, and may adopt the recommendation, or issue any decision at his/her discretion. The Town Manager's decision shall be final.

30.4 General Conditions

(a) An employee may be placed on administrative leave with pay pending the final disposition of any formal disciplinary action at any point in the process.

(b) This procedure shall not preclude emergency suspensions without notice and hearing where the continued presence of the employee would present a hazard to employees, the public or the Town. When an emergency suspension is imposed, the employee shall be assured of due process in accordance with this procedure.

(c) Time limits may be extended by mutual agreement in writing or by the Town Manager when a written request for such an extension is submitted prior to the expiration of the applicable time period.

(d) This is the sole procedure governing discipline and supersedes all previous provisions.

## ARTICLE 31. GRIEVANCE PROCEDURE

31.1 Definition – A grievance shall be defined as any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, excluding the interpretation of ordinances, resolutions, rules and regulations and other policies adopted by the Town.

31.2 Processing – A grievance shall be processed as follows:

(a) All grievances must be initiated by the affected employee(s) ("grievant(s)"), or by PAS on behalf of one or more employees specified in the grievance, within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the employee(s) knew or could have reasonably discovered such action or occurrence.

(b) Time limits specified in each step of the grievance procedure shall be strictly observed and may only be extended by the mutual agreement of the parties in writing.

(c) Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the person to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

(d) All references to "days" are to calendar days.

31.3 Steps of Grievance Procedure:

(a) Step One – The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate manager within fifteen (15) days from the date of the action causing the grievance. The immediate manger shall respond within seven (7) days.

(b) Step Two – In the event the employee believes the grievance has not been satisfactorily resolved, the employee and PAS shall submit the grievance in writing to the Department Head within seven (7) days after receipt of the immediate manager's response at Step One. The written grievance shall:

1) Fully describe the grievance and how the employee was adversely affected by the Town;
2) Set forth the section(s) of this MOU allegedly violated;
3) Indicate the date(s) of the incident(s) grieved; and
4) Specify the remedy or solution to the grievance sought by the employee.

The Department Head shall respond to the grievant and PAS in writing within seven (7) days of receipt date of the written grievance. The written response shall include a statement of the immediate manager's position and the facts upon which it is based and the remedy or correction which has been offered, if any.

(c) Step Three – If the grievant is not satisfied with the response at Step Two, PAS and grievant may appeal the decision of the Department Head to the Town Manager; provided, however, that PAS must give written approval of any such appeal. Such appeal must be filed in writing with the Town Manager within ten (10) days of the date of the Department Head's decision. If either the Town or PAS elects, the grievance shall be referred to an impartial hearing officer who shall be jointly selected by the parties. Such hearing officer shall conduct a formal hearing, which shall not be open to the public, and shall prepare a proposed decision. In the event the matter is referred to an impartial hearing officer, the Town Manager shall consider the proposed decision, and may adopt, modify or reject the proposed decision.

31.4 Miscellaneous

(a) All grievances that involve the payment of compensation shall be filed in writing. No adjustment of compensation shall be retroactive for more than sixty (60) days from the date of filing such grievance.

(b) All costs of the hearing officer and the court reporter shall be borne equally by the parties. Each party shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(c) The Town Manager's decision shall be issued in writing and shall be mailed by first class mail, postage prepaid to the grievant and PAS together with a certificate of mailing. The decision shall be final on the date of mailing.

(d) The time to seek review of the Town Manager's decision shall be governed by Code of Civil Procedure Section 1094.6.

(e) The Town Manager may delegate any responsibility imposed under this MOU section.

(f) If the affected employee agrees, PAS may attend any grievance step meeting with the Town.

## ARTICLE 32. NO STRIKE AND NO LOCKOUT

32.1 During the period of this agreement, there shall be no strikes, work stoppages, slowdowns, picketing or similar disruptions in the operations of the Town's facilities either by PAS or the employees.

32.2 No officer or representative of PAS shall authorize, instigate or condone any strikes against the Town while this agreement is in effect.

32.3 There shall be no lockouts during the term of this agreement by the Town.

32.4 The Town shall be under no obligation to bargain with PAS concerning employees who go on strike or concerning the subject of any strike so long as the strike continues during the term of this agreement.

32.5 The Town may discipline or discharge any employee engaged in strike activities against the Town during the term of this agreement, and such action shall not be subject to review upon any ground other than whether or not the employee participated in such strike activities.

32.6 PAS understands and agrees that it shall be liable for damages, including reasonable attorney's fees and court costs in the event of any unauthorized strike, work stoppage, slowdown, picketing or similar interference with operations of the Town which have been authorized and/or condoned by PAS and which occur during the life of this agreement.

## ARTICLE 33. SEVERABILITY AND FLSA SAVINGS

33.1 Should any part of this agreement be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portion of this agreement.

33.2 This MOU shall be interpreted to comply with the minimum requirements of the Fair Labor Standards Act (FLSA).

33.3 The Town and PAS believe that this MOU, and all of the Town's related pay practices, comport with the requirements of the FLSA. However, in the event any person initiates litigation claiming that the MOU contains a provision that does not comply with the

FLSA, the Town may require a reopener regarding the item at issue to negotiate, as needed, to ensure compliance with the FLSA.

## ARTICLE 34. TERM OF AGREEMENT

This agreement shall become effective as of the date approved by the Town Council, and shall continue in full force and effect through June 30, 2025.

The parties affix their signatures below as constituting mutual agreement and acceptance of this Memorandum of Understanding effective July 1, 2022, upon approval by the Town Council.

**On behalf of Town of Windsor:**

Jon Davis (Oct 20, 2022 18:40 PDT)

Jon Davis, Town Manager

Lisa S. Charbonneau (Oct 20, 2022 18:45 PDT)

Lisa S. Charbonneau, Negotiator

**Town of Windsor Professional and Supervisory Employees' Group:**

Charlie Johnson (Oct 21, 2022 09:13 PDT)

Charlie Johnson, PAS Member

Michael Moran (Oct 24, 2022 06:33 PDT)

Mo Moran, PAS Member

Peter Finn (Oct 24, 2022 11:59 PDT)

Peter Finn, Teamsters No. 856

Matthew J Finnegan (Oct 25, 2022 09:15 PDT)

Matthew Finnegan, Teamsters No. 856

## Appendix "A"

**Town of Windsor Job Classifications Represented by PAS**

Accountant
Collection and Reclamation Systems Supervisor
Deputy Town Clerk
Parks & Facilities Maintenance Supervisor
Streets Maintenance Supervisor
Water Systems Supervisor

**Appendix B**
**Town of Windsor - Schedule of Monthly Pay Incentives for Certificates**
**For Job Classifications Represented by PAS**
**Effective: July 1, 2015**
**Updated: 12/4/19**

| Position: | Streets Maintenance Supervisor | Collection and Reclamation System Supervisor | Water System Supervisor | Wastewater System Supervisor | Parks Maintenance Supervisor | All Represented Employees |
|---|---|---|---|---|---|---|
| **WATER OPERATIONS** | | | | | | |
| DHS Water Distribution Operator Certificate Grade D1 | - | - | - | - | - | - |
| DHS Water Distribution Operator Certificate Grade D2 | - | - | - | - | - | - |
| DHS Water Distribution Operator Certificate Grade D3 | - | $125 | MQ | - | - | - |
| DHS Water Distribution Operator Certificate Grade D4 | - | - | $175 | - | - | - |
| DHS Water Treatment Operator Certificate Grade T1 | - | - | - | - | - | - |
| DHS Water Treatment Operator Certificate Grade T2 | - | $125 | MQ | - | - | - |
| DHS Water Treatment Operator Certificate Grade T3 | - | - | $150 | - | - | - |
| DHS Water Treatment Operator Certificate Grade T4 | - | - | - | - | - | - |
| DHS Wastewater Treatment Operator Certificate Grade I | - | - | - | - | - | - |
| DHS Wastewater Treatment Operator Certificate Grade II | - | - | - | - | - | - |
| DHS Wastewater Treatment Operator Certificate Grade III | - | - | - | - | - | - |
| DHS Wastewater Treatment Operator Certificate Grade IV | - | - | - | MQ | - | - |
| **WATER RECLAMATION OPERATIONS** | | | | | | |
| CWEA Collection System Maintenance Grade 1 | - | - | $75 | - | - | - |
| CWEA Collection System Maintenance Grade 2 | - | MQ | $125 | - | - | - |
| CWEA Collection System Maintenance Grade 3 | - | $150 | - | $150 | - | - |
| CWEA Collection System Maintenance Grade 4 | - | $175 | - | 175 | - | - |
| CWEA WW Treatment Plant Maintenance Grade 1 | - | - | - | - | - | - |
| CWEA WW Treatment Plant Maintenance Grade 2 | - | - | - | - | - | - |
| CWEA WW Treatment Plant Maintenance Grade 3 | - | 150 | - | 150 | - | - |
| CWEA WW Treatment Plant Maintenance Grade 4 | - | 200 | - | 200 | - | - |
| CWEA WW Environmental Compliance Inspector Grade 1 | - | - | - | - | - | - |
| CWEA WW Environmental Compliance Inspector Grade 2 | - | - | - | - | - | - |
| CWEA WW Environmental Compliance Inspector Grade 3 | - | - | - | - | - | - |
| **STREETS DIVISION** | | | | | | |
| Qualified Applicator License | MQ | - | - | - | - | - |
| **PARKS & FACILITIES DIVISION** | | | | | | |
| Playground Inspection Certificate | - | - | - | - | $75 | - |
| Pool Operator Certificate | - | - | - | - | 75 | - |
| Qualified Applicator Certificate or License | - | - | - | - | MQ | - |
| Water Auditor Certification | - | - | - | - | 25 | - |
| **ADVANCED EDUCATION** | | | | | | |
| Bilingual Certificates | | | | | | |
| Oral Translation - All (test by county) | - | - | - | - | - | $100 |
| Proofreading - Town Manager's Discretion (written test) | - | - | - | - | - | 50 |
| Advanced Degrees | | | | | | |
| Associate Degree | - | - | - | - | - | 25 |
| Bachelor Degree | - | - | - | - | - | 50 |
| Master Degree | - | - | - | - | - | 50 |
| **MONTHLY ALLOWABLE MAXIMUM PER EMPLOYEE** | N/A | $375 | $325 | $375 | $175 | N/A |

**MQ = Certification level required as minimum qualification**

**RESOLUTION NO. 3753-22**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WINDSOR AND TEAMSTERS PROFESSIONAL AND SUPERVISORY UNIT**

**WHEREAS,** the Town of Windsor ("the Town") has recognized the Teamsters Professional and Supervisory unit (hereafter "PAS") as the exclusive representative of certain employment classifications in the Town of Windsor; and

**WHEREAS,** the Town's representatives met and conferred in good faith with PAS representatives for the purpose of negotiating a memorandum of understanding ("MOU") that would cover wages, hours and working conditions applicable to employment classes represented by PAS; and

**WHEREAS,** the Town's representatives reached a tentative agreement with PAS on a successor MOU, which tentative agreement has been ratified by the PAS membership; and

**WHEREAS,** the tentative MOU is subject to approval by the Town Council; and

**WHEREAS,** the tentative MOU meets with the approval of the Town Council.

**NOW, THEREFORE BE IT RESOLVED** that the Town Council of the Town of Windsor hereby authorizes the Interim Town Manager to execute a binding memorandum of understanding between the Town and PAS, with the terms as described in attached Exhibit "A".

**PASSED, APPROVED, AND ADOPTED this 18th day of May 2022, by the following vote:**

| | |
|---|---|
| **AYES:** | **COUNCILMEMBERS FUDGE, REYNOZA, WALL, VICE MAYOR LEMUS AND MAYOR SALMON** |
| **NOES:** | **NONE** |
| **ABSTAIN:** | **NONE** |
| **ABSENT:** | **NONE** |

**SAM SALMON, MAYOR**

**ATTEST:**

**IRENE CAMACHO-WERBY, TOWN CLERK**

**Attachment:**

- **Exhibit A** - Memorandum of Understanding