

**CITY OF LIVINGSTON
AFSCME LOCAL 2703, DISTRICT COUNCIL 57
ON BEHALF OF THE
PUBLIC WORKS AND PARKS EMPLOYEES UNIT
MOU**

JULY 1, 2021 – JUNE 30, 2024

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Local 2703, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO, and representatives of the City of Livingston have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation units listed in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations to such employees.

SECTION 1 - RECOGNITION

Local 2703, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union” or “AFSCME Local 2703” is recognized as the majority representative as provided in the City’s Personnel Rules and Regulations for all employees assigned to the classifications set forth in Appendix “A”, which is attached hereto and incorporated herein by reference.

1.1 City Council Approval

It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by Resolution hereby adopted by the City Council of the City of Livingston.

1.2 Conflict of Memorandum or Resolution

It is understood and agreed that there exists within the City Personnel Rules and Regulations per Resolution No. 87.30.

SECTION 2 – UNION SECURITY

At the time a new employee is hired who will be subject to this agreement, the City shall deliver to the employee a written notice stating that the City acknowledges the Union as the recognized employee organization for the employees covered by this agreement.

2.1 New Hires

City shall notify the Union, in writing, of all new hires within seven (7) days after the initial hire date. The information provided shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the City and home address. Notwithstanding the foregoing, City shall not disclose the personal email address, cellular and/or home phone number and/or home address of any employee who submits a written request that such information remain private. The City shall provide a list of all previously stated information for all employees working for the City in the covered classifications at least once every 120 days (January 1, May 1 and September 1 of every year), with the exception of those employees who have requested in writing that the information remain private.

When a new employee orientation/on boarding is scheduled, the Union will receive an invitation to such at least ten (10) days in advance of scheduled date of orientation/on boarding unless there

is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. City will allow the Union to meet with new employees hired into the bargaining unit for a total of 30 minutes during the employee orientation.

Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than City. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Payroll deductions for new members authorizing dues deduction will become effective the first pay period following City's receipt of the written certification of authorization. Revocations or modifications of authorizations will become effective the first pay period following City's receipt of the written certification of revocation or modification. Neither the City nor the Union will discriminate against any unit member because of the exercise of their statutory rights.

In accordance with Government Code 1157.12, the Union agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

2.2 Voluntary Contributions to "AFSCME PEOPLE"

The City agrees to deduct from the paycheck of all employees, who have elected to contribute and are covered by this Memorandum of Understanding, voluntary contributions to AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality). The Union shall notify the City of the monthly amounts designated by each contributor/employee that are to be deducted from his/her paycheck on a bi-weekly basis for each period worked. The employee shall make the designation for the voluntary contribution.

The City shall transmit to AFSCME Local 2703 on a monthly basis in one (1) check the total amount deducted along with a roster indicating the name of each employee on whose behalf a deduction is made and the amount deducted from that employee's paycheck

2.3 Communication With Employees

The Union shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Union business.

2.4 Advance Notice

The Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City. The City shall meet and confer with the Union on any new policies or changes in existing policies. The Union shall have thirty (30) days to review the policy and/or changes and

upon agreement between the City and the Union, the policy will be posted for ten (10) working days at the work site before taking effect.

2.5 List of Unit Employees

The City shall furnish the Union with the names and classifications and date of hire of employees newly assigned to the unit and employees leaving the unit.

SECTION 3 – MANAGEMENT RIGHTS

The employer reserves and retains, solely, exclusively, all management rights and authority, including the rights set forth by law, except as specifically abridged or modified by this agreement.

SECTION 4 – NO DISCRIMINATION

The City agrees not to discriminate against any employee because of membership in the Union. The Union agrees not to discriminate against any employee for non-membership in the Union. Union activities shall not interfere with the normal operation of the City. See Section 4.1 of Personnel Rules and Regulations.

SECTION 5 – UNION STEWARDS AND OFFICIAL REPRESENTATIVES

5.1 Stewards

The Union shall be entitled to one (1) Steward for each ten (10) employees who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose. The Union shall notify the City Manager in writing of the name/names of the Steward/Stewards.

5.2 Representative of the Union

An authorized representative of the Union shall be allowed to visit the work location for the purpose of ascertaining whether this Memorandum of Understanding is being observed. This right shall be exercised reasonably. An authorized representative of the Union shall notify management in person, by phone, or electronically before proceeding to the work location. He/she shall not interfere with the normal conduct of work. Union meetings must be held after normal working hours or during lunch breaks with permission from management. Special permission for emergency (e.g.: time sensitive) Union meetings may be conducted during working hours with the permission of the Department Head or designee. The Bargaining Unit shall be allowed to meet in the staff breakroom up to one (1) time per month for a maximum of one (1) hour. Management must be notified in advanced.

5.3 Personnel Files and Disciplinary Actions

A copy of all written disciplinary actions shall be provided to the employee and filed in the employee's personnel file. Nothing shall be placed in the employee's personnel file until the

employee has seen it. An employee shall have the right to answer such action in writing within ten (10) working days and such answer shall be filed in his/her personnel file. The employee shall have reasonable access to review his/her personnel file.

1. Employees have the right to access to his/her personnel file. In the absence of the employee, a signed statement by the employee authorizing the designated representative to review his/her personnel file and will be acceptable. Electronic notification is acceptable.
2. Disciplinary actions more than twelve (12) months old which were made a part of the employee's personnel file and for reasons that are non-related to any further disciplinary action, shall not be considered in such disciplinary action regarding the employee.
3. Written reprimands and disciplinary documents with 3 (three) days suspension or less, and verbal/written counseling memos shall be removed from an employee's personnel file after twelve (12) months as long as there has been no new related disciplinary actions.

SECTION 6 SALARY PLAN/COMPENSATION

6.1 Salary Schedule – see attached

The parties have agreed to use the Merced County CPI to determine the cola's. Future Cola's will be subject to meet and confer process annually only after the State of California has adopted its budget. Retroactivity shall be presumed to July 1, of each year unless the parties have specifically agreed otherwise.

Salary Plan Administration

See Section 3 of Personnel Rules and Regulations.

6.2 Salary Plan Administration, Original Appointment

See Section 3 of Personnel Rules and Regulations.

6.3 Salary Plan Administration, Advancement Within Salary Range

See Section 3 of Personnel Rules and Regulations.

- 6.3.1** A maximum of two (2) employees who obtain and maintain a pesticide certification shall be paid \$300 quarterly.

6.4 Salary Plan Administration, Salary Step after Promotion or Demotion

See Section 3 of Personnel Rules and Regulations.

6.5 Temporary Upgrading

An employee assigned by the Department Head to perform the duties of a higher-[aid classification shall receive an increase of five percent (5%) for all hours so worked at the higher classification, from the first hour worked provided, however, that the rate paid shall not exceed the top step of the classification, nor be less than the first step of the classification.

If the temporary upgrading of the employee's work lasts less than ten (10) consecutive working days, hours worked at the 5% increase in pay will be accumulated and paid quarterly on the first pay period in January, April, July or October.

A temporary assignment to a higher classification may not exceed six (6) months from the date the employee began working in the higher classification. In the event the temporary assignment lasts longer than six (6) months, the employee shall be deemed appointed to the higher classification. Time served in the classification shall be counted as time in the classification for the purpose of serving a new probation period.

6.6 Salary Plan, Pay Periods – See Section 3.3 of Personnel Rules and Regulations.

6.7 Bi-Lingual Pay

All individuals who after having passed a verbal test to determine that they are in fact bi-lingual, will receive incentive pay at a rate not to exceed \$600 per fiscal year, distributed quarterly.

6.8 Increases During Term of this Memorandum of Understanding, July 1, 2021 through June 30, 2024

For those employees within the bargaining unit, the Public Works and Parks Employees Unit shall receive a base salary adjustment on such dates as listed below.

Effective July 1, 2021, 3% base salary adjustment.

Effective July 1, 2022, 3% base salary adjustment.

Effective July 1, 2023, 3%base salary adjustment.

American Rescue Plan (ARP) Funds: City shall issue each eligible member of the Livingston Public Works and Parks Employees Unit a stipend totaling \$6,000 as allowed per the ARP Guidelines for hazard pay during the COVID-19 pandemic. The stipend will be issued in two \$3,000 payments. The first \$3,000 stipend will be paid on the first pay period of December 2021 and the second \$3,000 stipend will be issued on the first pay period following the receipt of the second ARP allocation.

6.9 The City agrees to meet and confer with the Union about establishing a career path for the Maintenance Worker and Custodial classification by March 2022.

SECTION 7 – PROBATION PERIOD

See Section 5.5 of Personnel Rules and Regulations. An employee who is not fulfilling the requirements of the appointed position will be notified that his/her performance is unsatisfactory and will be evaluated at 30 day intervals for the final 90 days of the period. If performance is unsatisfactory after the 90 day period, the employee will return to the previous position held.

SECTION 8 – SENIORITY

See Section 6.3 of the Personnel Rules and Regulations.

SECTION 9 – TRANSFER, PROMOTION, EMPLOYMENT LISTS

9.1 Transfer

See Section 3.10 of Personnel Rules and Regulations.

9.2 Promotion

See Section 5.4 of Personnel Rules and Regulations.

9.3 Employment Lists for Promotion

See Section 5.3 of Personnel Rules and Regulations.

9.4 Time Off for Examinations

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

9.5 Preservation of Work

The City will not contract out work that will result in a reduction in the work force unless failure to do so would cause economic hardship on the community. The City shall show this economic hardship during a meet and confer session with the Union. The City will give a six (6) month notice to the Union and attempt to find jobs for the displaced employees with the contracting agency.

9.6 Reduction in Force (Layoffs)

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the Public Works/Parks Department. See Section 6.1 of Personnel Rules and Regulations.

- a. Order of Layoff – See Section 6.1 of Personnel Rules and Regulations.
- b. Notice of Layoff

Before an employee is laid off, the employee and the Union shall be notified in writing of such contemplated layoff at least sixty (60) working days prior to the effective date of layoff.

9.7 Reinstatement

See Section 6.2 of Personnel Rules and Regulations.

9.8 Training

Both the City and Union agree that training is an important part of employment. Training will be provided by City for each employee to improve their job skills as well as providing an opportunity for advancement. The training provided will be fully funded by City with no cost to the employee and will be job related. Such training will not in any way guarantee employee advancement, but will assist such promotion when a position is available.

The City shall provide a reimbursement of any tuition, books, or other expenses as part of the Water or Waste Water Certificate effective 7/1/92.

9.8.1 The City will implement an interest free loan to assist Bargaining Unit members with the purchase of personal computers and software as approved by the City.

SECTION 10 – EVALUATIONS AND JOB DESCRIPTIONS

10.1 Evaluations – See Section 8.1 of Personnel Rules and Regulations

10.2 Job Descriptions

The City will meet and confer with the Union to review job descriptions of the classifications in this unit if the City makes any significant changes from the existing job descriptions.

SECTION 11 – RESIGNATION AND REINSTATEMENT

11.1 Resignation

See Section 7.1 of Personnel Rules and Regulations

11.2 Reinstatement

A permanent employee who has resigned in good standing will be considered for reinstatement to a vacant position of the same classification as the previous position within a period of two (2) years from the effective date of resignation. Reinstatement shall be made at the salary step last received by the returning employee.

A permanent employee who has resigned in good standing shall be allowed to reapply for a vacant position, but will be required to participate in oral interview process if there is one.

SECTION 12 – HOURS OF WORK – OVERTIME/CTO – PREMIUM WORK

Authorized work performed in excess of eight (8) hours in one day or more than forty (40) hours in a regular work schedule in one (1) week, shall constitute overtime. AFCME Public Works and Parks Employees may choose between CTO and paid overtime when they are required to work overtime. Paid overtime will be compensated at one and one-half the employee's regular hourly rate of pay. Association members will be allowed to accumulate a maximum of eighty (80) hours of CTO earned at a rate of 1.5 times actual overtime worked. All paid leave (vacation, holiday,

sick leave) is considered time worked. The City shall not change work hours to avoid paying of overtime.

12.1 Breaks

Employees shall be entitled to take on fifteen (15) minute break mid-morning, and one fifteen (15) minute break mid-afternoon. Employees may take their break at their current work site, or they may use a City vehicle to drive to another location for their break. In any case the break time shall not exceed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, including driving time.

12.1.1 Lunch Breaks

- a. Employees will be entitled to one unpaid lunch break of thirty (30) minutes each work day. The lunch break shall not occur less than four hours into the shift or within two (2) hours of the time the shift ends. Employees may drive a City vehicle to one destination during their lunch break. An employee may combine the fifteen (15) minute afternoon break with the lunch break for a total of a forty-five (45) minute lunch break, of which fifteen (15) minutes shall be paid.
- b. Employees may drive a City vehicle to one destination during their lunch break. In any case the break time will not exceed forty-five (45) minutes (including the 15 minute afternoon break) or 30 minutes if the afternoon break is not taken concurrently with the lunch break, including driving time.

12.2 Temporary Employees

See Section 1.5 for definition and Section 3.5 of Personnel Rules and Regulations.

12.2a Call Back

Call back work is defined as work required of an employee when such employee is not on his/her regular shift, during the period that begins one (1) hour after the employees regular shift has ended and ends one (1) hour before the employees next regular shift is scheduled to begin.

12.2.1 Call Back Compensation

If an employee is required to and does report for work after he/she is called back, he/she shall be paid travel time at the overtime rate in addition to pay for time worked. The amount of travel time allowed will be the reasonable time it takes to travel from his/her home to wherever he/she is to report. He/she will be credited with the same amount of travel time to return home except when the work for which he/she is called back continues until the beginning of his/her next regular scheduled shift; in such cases, travel time for returning home will not be paid. If an employee is called back and does report to work, he/she shall receive pay for a minimum of two (2) hours pay at the rate of 1 ½ times the employee's straight time rate of pay. Only one two (2) hour minimum call back allowance shall be paid in any call back period as defined in Article 12.2. Employees

shall be paid at a rate of 1 ½ times the straight time rate for pay for all call back hours worked in excess of the minimum two (2) hours of call back time.

12.2.2 Call Back – Telephone Response

If any employee is contacted via telephone during the call back period defined in Section 12.2, the employee shall be paid in 15 minute increments at the rate of time and one half. For example, if the call lasts less than 15 minutes, the employee will be compensated for the full 15 minute increment at a rate of time and one half. If the call lasts for 20 minutes, the employee will be compensated for 30 minutes (two 15 minute increments). All calls made under this Section shall be authorized by the Public Works Director or City Manager

12.2.3 The City agrees to meet and confer with the Union about Call-Back, before July 1, 2016.

12.3 Mileage Allowance

An employee who is required by the City Manager to provide transportation for the performance of his/her job shall be compensated at a rate set by the City Council for all City employees.

12.4 Stand-By

- a. The City of Livingston agrees to pay Standby to one Public Works employee from the General Department/Division and one employee from the Wastewater Division at the rate of two (2) regular hours per day Monday through Friday and four (4) hours per day for each weekend day or Holiday.
- b. If an employee is called back to work, Section 12.2 shall apply. In addition to Section 12.2, The City will pay time and one-half for hours actually worked that exceed the two (2) hour call back minimum.
- c. The employee on call during weekdays will be the same employee that works the late shift from 8:00 AM to 5:00 PM that day.
- d. Regular full-time employees who are in the Maintenance Worker classification, Maintenance Mechanic, Public Works Lead Man and the Water/Wastewater Operator I, II, and III classifications are subject to Stand-By for the City of Livingston. All individuals are subject to Call-Back at the request of the Public Works Director or his/her designee.
- e. The City agrees to meet and confer with the Union about Stand-By, before July 1, 2016.

12.5 Work Schedule:

For employees on a 5-8 Schedule: Any employee who works more than eight (8) hours in one day or more than forty (40) hours per workweek shall be paid one and one-half (1 ½) times their regular rate for all hours worked in excess of eight (8) hours in one day or in excess of forty (40)

hours per workweek. All paid leave (vacation, holiday, sick leave) is considered time worked. The City shall not change work hours to avoid paying overtime. The FLSA workweek for employees on a 5-8 schedule shall begin Sunday at 12:01 a.m. and end the following Saturday at midnight.

The City agrees to meet with the Union about the possibility of providing a 9/80 schedule.

SECTION 13 – HOLIDAYS

13.1 Holiday Pay

Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day.

13.2 Recognized Holidays

If a holiday falls on a Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed.

- A. Day before New Year's Day
- B. New Year's Day – January 1st
- C. Martin Luther King, Jr. –January (3rd Monday)
- D. President's Day– February (3rd Monday)
- E. Memorial Day – Last Monday in May
- F. Independence Day – July 4th
- G. Labor Day – First Monday in September
- H. Veteran's Day – November 11th
- I. Thanksgiving Day – Fourth Thursday in November
- J. Day after Thanksgiving
- K. Day before Christmas
- L. Christmas Day – December 25th
- M. Optional Holidays (2) – Must be taken before end of the fiscal year in each year of the agreement.

13.3 Worked Performed on a Holiday

Any regular full-time employee who is required to work on any of the holidays specified in subsection 13.2 shall receive regular pay for holidays plus one and one-half (1 ½) times regular pay for hours worked on a holiday.

13.4 Holiday During Vacation

In the event any of the holidays specified in subsection 13.2 occur while any employee is on vacation, the holiday shall not be charged to vacation.

SECTION 14 – VACATION LEAVE

14.1 Vacation Allowance

Regular full-time employees who have worked for the City six (6) months or more shall be entitled to vacation leave as follows: Upon completion of the initial six (6) month probationary period of employment, full-time employees shall be credited with forty (40) hours of vacation leave. Thereafter, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>
1-2 Years	10 Days
3-4 Years	15 Days
5-14 Years	20 Days
15 Year on	25 Days (Ceiling)

An employee having a minimum balance of 160 hours of vacation shall have the option to sell back up to 80 hours total of unused vacation either in December or June annually.

Longevity Incentive

Employees shall be eligible for one additional week (40 hours) of vacation at the following rate:

- 10th Year = 1 week for that year
- 20th Year = 1 week for that year
- 25th Year = 1 week for that year
- 30th Year = 1 week for that year

The time shown shall be for one additional week in each of the mentioned years only, not retroactive.

14.2 Vacation Provisions

In the case of severance of employment, the employee shall be paid for vacation earned pro-rated on the basis of 1/12th of 1, 2, 3, 4, or 5 weeks' vacation whichever applies to each month or major fraction thereof or since the anniversary date of his/her employment.

Payment for each week of employment shall be for 40 hours at the applicable rate in effect at the time of vacation. Vacations may be split and taken at a time desired by the employee with prior approval of the Department Head.

Continuity of service for vacation shall be interrupted by layoff due to illness, accident or forced layoff by the employer of less than 30 days or leave of absence mutually agreed to by the employer and the employee.

In the selection of vacation time, preference shall be given to senior employees where vacation requests of employees conflict.

Vacation accrual will not be allowed over 280 hours. Employees will not receive any compensation for vacation hours in excess of 280 hours unless employee has requested and has been refused a vacation 30 days prior to exceeding 280 hours of accumulated vacation. If the employee has been refused a vacation, he must schedule a vacation as soon as working conditions will allow.

SECTION 15 – LEAVE PROVISIONS

15.1 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of one day per month. The taking of sick leave shall commence upon the completion of one month of employment. Sick leave may be accumulated without limit.

Upon retirement each employee shall receive 100% of unused sick leave in cash, to a maximum of 1,560 hours. Any additional hours will be credited toward retirement.

Sick leave will be paid at 75% of accrued Sick Leave at time of layoff.

When an absence is for more than three (3) consecutive work days, the employee shall file a physician's certificate or personal affidavit with the immediate supervisor stating the cause and reasons of the absence. City may request a physician's verification of illness before paying any sick leave.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year. An employee shall be able to use sick leave with pay each year when illness of a member of the employee's immediate household necessitates such absence. Some verification of a personal sick leave is required. If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive holiday pay for such holiday and such pay shall not be charged against the employee's sick leave credit.

In the event an employee voluntarily separates employment with the City, fifty percent (50%) of unused sick leave shall be paid upon termination of employment.

In the event that Workers' Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

15.2 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of and in the course of employment, as defined by the Workers' Compensation laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for a period of

such disability to a maximum of sixty (60) day increments by the City for a total period of one (1) year, subject to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payment received as a result of Workers' Compensation Insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purpose specified under subsection 15.1, Sick Leave, and no Sick Leave benefits may be used for the purposes specified under this subsection 15.2, Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days of absence; employees shall not accrue vacation credit after they have been on Industrial Disability leave for a total of thirty (30) days in any one (1) year.

15.3 Limited Duty

Upon the advice of his/her physician, an employee may request and may be granted transfer to less strenuous or hazardous duties within their classification which the employee is qualified to perform for a period not to exceed one (1) year for non-work related injuries or illnesses, or in the case of work related injuries or illnesses, for the full recovery or rehabilitation period.

15.4 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 hours (5) work days due to the death of a member of employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee. Time off for funeral or bereavement leave must be taken within time of service of the immediate family member.

15.5 Leave of Absence

Upon written request a leave of absence without pay may be granted to any permanent employee for a period not to exceed six (6) months for the following reasons:

1. Illness or disability not covered by sick leave.
2. Education or training which will benefit the employee, but that which is not paid by the employer.

3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Department Head and approved by the City Manager.

A request for leave of absence without pay shall be made in writing to the Department Head stating the reasons for such request. For leaves of absence in excess of five (5) days, the Department Head shall submit the request with their recommendation to the City Manager.

All accumulated vacation time shall be exhausted prior to having been granted a leave of absence without pay. Any employee who does not return to work on the subsequent work day after the date of expiration, shall be considered terminate. The employee, while on authorized leave of absence, will not be eligible for accruing vacation and/or holidays.

15.6 Maternity Leave

A pregnant employee holding a permanent position shall be entitled to a leave of absence for up to one hundred twenty (120) days.

This leave shall commence upon certification from the employee's attending physician that she is no longer capable of performing the duties of her position.

Upon the advice of her physician, the employee may request a temporary transfer to a less strenuous or hazardous position carrying the same or lower salary which she is qualified to perform. However, nothing herein shall result in the displacement or transfer of other employees in permanent positions or the performance of unnecessary work.

Where it is the opinion of the Department Head that the employee should be placed on leave sooner than prescribed by her physician due to her inability to effectively or safely perform the duties of her regular position or of one which she has been or could otherwise be temporarily transferred, the employee may be required to undergo an examination by a second physician. The cost of this examination shall be paid by the City and shall not be ordered without prior approval of the City Manager.

During the first six (6) weeks of any such leave, the employee shall be entitled to utilize accrued sick leave benefits on the same basis as other employees who are temporarily disabled due to a non-industrial illness or injury.

After the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage. Upon expiration of the approved leave, the employee shall be reinstated to her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, requires that her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The

Department Head with the approval of the appointing authority may extend the leave for up to an additional thirty (30) days.

15.7 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

15.8 State Disability Insurance

The employee will pay the premium for S.D.I. coverage for Short-Term Disability.

15.9 Long-Term Disability

City will pay the premium for Long-Term Disability coverage.

15.10 ADA and MOU PROVISIONS

15.10.1 Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

15.10.2 AFSCME recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. AFSCME will be notified of these proposed accommodations prior to implementation by the City.

15.10.3 Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

15.10.4 Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide AFSCME with written notice of its intent to disregard the provision, and will allow AFSCME the opportunity to discuss options to disregarding the Agreement. However, as the City has a legal obligation to undertake required accommodations, such action shall not be subject to bargaining with AFSCME.

SECTION 16 – HEALTH AND WELFARE PLANS

16.1 Medical-Dental-Vision-Long Term Disability and Life Insurance

Effective February 1, 2006, for those employees known as the Public Works and Parks Employees Unit, the City of Livingston will pay all premiums associated with the cost of providing, dental, vision, long term disability and life insurance for full-time employees and their eligible dependents.

Effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial condition of the City is such that it can afford to cover the cost of providing the benefits.

Effective July 1, 2015, the City of Livingston shall contribute the following amounts monthly toward the total premium for medical plans; the employee is responsible for the balance of the premium cost, if any.

City Monthly Contribution Cap:

	Jan. 1, 2021	
	<u>PPO</u>	<u>EPO</u>
Employee Only	\$ 581.98	\$ 650.16
Employee + One	\$1163.96	\$1300.31
Family	\$1543.17	\$1720.41

Starting January 1, 2022, premium increases above the contribution caps below will be covered 60% employee and 40% City costs. The 60/40 premium increase split will continue for each year of the contract.

Bargaining unit members who opt out of participating in the group medical plans sponsored by the City, and who provide proof of their medical coverage in a group plan, will receive \$500 per month.

Effective July 1, 1997, Term Life Insurance in the amount of \$100,000 shall be provided to all members.

16.2 Retirement – Classic Members

The benefit contract in effect between the City of Livingston and the Public Employees’ Retirement System (P.E.R.S.) in behalf of eligible permanent full-time employees of this unit as of July 1, 1989, shall be continued during the term of this Memorandum of Understanding. When the parties have agreed with the other affected units, the employer has agreed to do a single actuarial review.

The City will pay the employee's seven per cent (7%) contribution to P.E.R.S. Payments made on the employee's behalf by the City will remain in the employee's account. However, when removed by the employee at his or her termination of enrollment in P.E.R.S., or upon retirement, will be considered taxable income at that date. The City will notify each employee annually of the amount of tax deferred payment made to P.E.R.S. in his/her behalf.

Effective July 1, 1998, the members shall receive a modification to their PERS benefit providing for 2% at age 55.

City of Livingston shall amend the City's contract with the Public Employees' Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

16.2.1 Retirement – Classic Members

Effective upon execution of this agreement, AFSCME Public Works and Parks, Classic members will pay one percent (1%) of the Employee contribution to PERS.

Effective July 1, 2019, AFSCME Public Works and Parks, Classic members will pay an additional one percent (1%) of the Employee contribution to PERS.

Effective July 1, 2020, AFSCME Public Works and Parks, Classic members will pay an additional one percent (1%) of the Employee contribution to PERS.

16.2.2 Retirement – New Members

All employees hired on or after January 1, 2013, who are considered "new members" under the Public Employees' Pension Reform Act (PEPRA) will be provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, "new members" shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPRA, and the City shall not pay any of the required employee contribution for "new members."

16.3 Post Retirement Health Benefits

16.3.1 Employee must have been continuously employed by the City for twenty (20) years. Disruptions in service due to layoffs of exempted.

16.3.2 Post retirement health insurance for employee only shall be limited to the actual cost of insurance, not to exceed \$300.00 per month.

16.3.3 Disability retirement will be as if employee met the twenty (20) year employment requirement referred to item 16.3.1 above.

16.3.4 At age sixty-five (65), Medicare shall become the retired employees primary insurance.

16.4 Deferred Compensation

Effective January 1, 1998, the City will pay up to \$100 per month per employee in deferred compensation matching an equal amount contributed by the employee. The City's match to deferred compensation is limited to a one year period beginning January 1 of the effective year. Employees must have five (5) years continued service, effective December 31, 1997, to qualify for this benefit. Members not currently eligible to receive this benefit shall do so upon their fifth anniversary and enjoy the City match for a one year period effective January 1 following their anniversary date.

SECTION 17 – SAFETY

17.1 Observance of Safety Rules and Regulations

Both the City and the Union shall expend every effort to insure that work is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Each employee covered by the Memorandum of Understanding agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to any accident, shall, if requested, give full and truthful testimony as to same.

An employee may refuse a dangerous work assignment if one or all of the following conditions exist and he or she immediately notifies his or her supervisor of the conditions:

1. He/she has a reasonable belief, based on what he/she knows at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger.
2. If he/she has asked his/her employer to eliminate the danger and the employer has failed to do so.
3. The danger is so imminent that it cannot be eliminated quickly enough through normal OSHA enforcement procedures.

17.1.1 Bargaining Unit members shall receive a series of three Hepatitis B shots at the Livingston Medical Clinic to be paid for by the City.

17.1.2 Bargaining Unit members shall receive Tetanus shots at the Livingston Medical Clinic to be paid for by the City.

17.2 Safety Program

The Public Works/Parks Safety Committee shall consist of three (3) representatives of the AFSCME Unit. This Committee shall meet regularly the first Wednesday of each month at an agreed upon time and place.

17.3 Safety Equipment

The city shall continue to supply employees with safety equipment required by the City and/or CALOSHA. All employees shall use City supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.

The City agrees to reimburse the employee for work boots with steel shanks through a purchase order up to \$200.00 once a year. The City agrees to purchase Hernia Belts for each Public Works and Parks employee. They will be worn as needed by the employees.

17.4 Uniforms

The City will provide uniforms, including maintenance, for all employees in the Public Works/Parks Unit. Each employee shall receive a total of nine (9) uniforms. Employees shall receive five (5) clean uniforms each week and one for exchange. The City will provide one (1) new jacket for each member of this unit during this agreement. See Article 17.3 regarding work boots. Uniform: The City agrees to purchase reflective type jackets for all individuals who are represented by this Union. Jackets (worn out) will be replaced as determined by the Public Works Director or his/her designee.

SECTION 18 – DISCIPLINE

See Section 9 of Personnel Rules and Regulations.

SECTION 19 – GRIEVANCE PROCEDURE

See Section 10 of Personnel Rules and Regulations.

SECTION 20 – MODIFICATION OF AGREEMENT

No changes in this Memorandum of Understanding or interpretations thereof will be recognized, unless agreed to by the City Manager and the Union.

Party, one time each fiscal year during the term of the Agreement to discuss the subject wages and benefits only.

CITY OF LIVINGSTON:

Vanessa R. P... 1.10.2022
City Manager Date

AFSCME, LOCAL 2703:

Mary McWalter 1/7/22
Signature Date

[Signature] 1/7/22
Employee Union Representative Date

James J. 01-07-22
Employee Union Representative Date