

MEMORANDUM OF UNDERSTANDING
May 5, 2010 through June 30, 2011
BETWEEN THE CITY OF RIPON
AND
RIPON CITY EMPLOYEES' ASSOCIATION

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the bargaining representatives of the City of Ripon (hereinafter, "City") and the bargaining representatives of the Ripon City Employees' Association (hereinafter, "Association") and shall apply to all employees of the City working in the classifications of Public Works Maintenance and Public Works Foreman.

The adjustments to wages, hours and conditions of employment that are set forth in the Memorandum have been discussed in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the bargaining representatives of the City and the bargaining representatives of the Association. The Bargaining Unit has ratified the agreement pertaining to all of the salary and fringe benefits adjustments as set forth herein; and it is recommended to the City Council that all of the adjustments as set forth herein be adopted in full by the City Council in the same manner and procedure prescribed by law.

I. ARTICLE I – SALARIES:

- A. Public Works employees with a minimum of 10 years of service will be eligible for a 5% longevity pay increase. This increase is based on the recommendation of the Public Works Director and the approval of the City Administrator
- B. All employees shall either be designated as public works maintenance or public works foreman.
- C. All employees will incur a temporary 7.8% reduction in their base pay salary based on calculations defined in "Appendix A" attached hereto for the term of this MOU. Thereafter, it is the intent of the City to restore the base rate of pay to pre-existing levels as soon as municipal finances permit.
- D. The City's contribution to all employees' retirement funds will be temporarily reduced by 1.2% due to the 7.8% salary reductions.

II. ARTICLE II – CITY OF RIPON MONEY PURCHASE THRIFT PENSION PLAN:

- A. Upon ratification, the City will continue to contribute the 5% employee contribution to the Money Purchase Thrift Pension Plan for all employees in the bargaining unit.

III. ARTICLE III – WAGE SUPPLEMENTS:

A. Medical, Dental, Life, Long Term Disability and Vision: Effective upon ratification, the City shall contribute the actual premium, up to a maximum combined amount of \$1,366.00 per month, for medical, dental, life, long term disability and vision insurance for all employees in the bargaining unit.

1. Effective upon ratification, the City will continue the life insurance benefit of \$20,000 per employee.
2. Employees in this unit shall be allowed to purchase additional life insurance, at their own cost, at the City's rate so long as no additional cost to the City is incurred.

B. Medical Insurance: The following Health Plans identified under California Choice shall be available for employees in the City:

HMO 15	Health Net / Kaiser Permanente North
HMO 25	Health Net / Kaiser Permanente North
HMO 40	Health Net / Kaiser Permanente North
HDHP 1500	Kaiser Permanente North Only
PP0 500	Health Net
PP0 1000	Health Net
PP0 1500	Health Net
HSA 1500	Health Net
HSA 2000	Health Net

C. Specialized Drivers Licensing Requirements: The City shall pay all costs incurred for specialized drivers licensing. These licenses shall include any City required license (other than Class C). Costs will include any fees charged by the Department of Motor Vehicles which are in excess of the fees charged for the Class C license, as well as any physical examinations which may be required. These costs shall be paid no more than once per year for each additional license classification. All employees are required to obtain a Class B license. Any future salary increase will not become effective until the Class B license has been obtained. Raises effective after 07/01/2000 will be contingent upon obtaining and maintaining a Class B license.

D. Call Out and Standby Pay:

1. Call Out: Any employee called out any time outside of their regular designated shift or work hours shall be paid a minimum of two (2) hours at the employee's overtime premium level.

2. Standby: All employees who are required to be on standby shall continue to be paid 12 regular time hours for the standby, plus, if there is a holiday during their period of standby, they shall be allowed another day off with full pay either during the week before or the week after their period of standby. Should an employee be called out on an emergency while they are on standby, they shall be paid as in Section (C)(1) in addition to their standby pay.

E. Uniforms and Clothing:

1. The City will provide and pay for the cleaning of uniforms.
2. The City will replace the employee's rain gear with rain gear of comparable value whenever it is damaged or destroyed while in use during the course of employment with the City of Ripon.
3. The City will provide jackets.
4. Effective upon ratification of this agreement, the City shall continue its contract with its uniform provider to allow employees, at the discretion of the Public Works Director, to request substitution of uniform pants to uniform shorts. This provision will allow substitution of part of the regular uniform allotment of pants to be changed to suitable uniform shorts at no additional cost to the City.

IV. ARTICLE IV – RULE REVISIONS:

- A. The parties have agreed that Section 906 of the City of Ripon Merit System Rules and Regulations "Disciplinary Probation" does not apply to members of the Public Works bargaining unit.
- B. The parties have agreed that Section 1307 of the City of Ripon Merit System Rules and Regulations shall be modified as follows:

"Effective March 1, 2010, the residency requirements for Public Works employees shall increase from a 25-mile radius from Ripon City Hall to 35-miles from Ripon City Hall. This may affect an employee's eligibility or availability for standby duty, at the discretion of the City."
- C. All Merit System Rules and Regulations, as adopted by the City, shall remain in effect unless otherwise specified in this agreement.

V. ARTICLE V – EMPLOYEE RIGHTS:

Association and the City of Ripon recognizes that each employee shall have the following rights which he/she may exercise in accordance with the Memorandum, Merit Rules and Regulations, Applicable law, and ordinances:

1. The right to form, join and participate in the activities of any labor organization of his/her own choosing for the purposes of representation on all matters within the scope of representation.
2. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the City or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any protected activity.
3. The right to refuse to join or participate in the activities of employee organizations.
4. The right to represent themselves individually in their employment relations with the City.

VI. ARTICLE VI – CITY RIGHTS:

1. To determine the mission of each of its constituent departments, divisions, commissions, boards and agencies.
2. To set standards of services offered to the public.
3. To establish levels of staffing required to deliver services to the public.
4. To determine the procedures and standards of selection for employment and promotion.
5. To direct its employees, to take disciplinary action for proper cause and to determine the content of job classifications, and to relieve its employees from duty because of lack of work or for other legitimate reasons.
6. To maintain the efficiency of governmental operations, determine the methods, means and personnel by which City operations are to be conducted, or City services provided.
7. To take all necessary actions to carry out its mission in emergencies and to exercise complete control and discretion over its organization and the technology of performing its work.

VII. ARTICLE VI – VACATION:

A. Eligible employees shall accrue annual vacation leave on a monthly basis as provided below:

First 4 years	=	6.67 hours per month or 10 days per year
After 4 years	=	10.0 hours per month or 15 days per year
After 14 years	=	13.36 hours per month or 20 days per year
After 25 years	=	16.67 hours per month or 25 days per year

In order to be eligible for accrual in any given bi-weekly pay period, an employee must be in paid status for no less than 50% of the assigned work days in that pay period.

B. Employees shall be required to serve 6 months of continuous service before any vacation days may be taken. At the end of six months of continuous service, employees may use vacation leave as the time is accrued.

C. Employees may accrue vacation up to twice their annual accrual rate. Should the employee fail to schedule vacation prior to accumulating an additional 5 days beyond the maximum accrual, the employees supervisor will immediately schedule vacation time for the employee, bringing their total vacation time to within the maximum. If the employee and supervisor fail to schedule vacation within these time frames, the employee will be paid for the excess vacation time.

Example:

<u>Annual Accrual</u>	<u>Maximum Accrual</u>	<u>Scheduled by Supervisor</u>	<u>Excess Time Paid</u>
10 days	20 days	20-25 days	25 + days
15 days	30 days	30-35 days	35 + days
20 days	40 days	40-45 days	45 + days

D. The Department of Public Works shall continue the current practice of not scheduling vacations between October 15 and December 15 each year, except by approval of the Director.

E. Each year, during the month of January, employees shall submit to the Director their vacation requests for the entire year. At that time, vacation requests shall be granted on a seniority basis, subject to the needs of the Department. Once initial vacation requests have been scheduled, employees may request a change in their vacation schedules upon advance notice, subjects to the availability of those dates, and subject to the needs of the Department.

VIII. ARTICLE VIII – HOLIDAYS:

A. Bargaining unit employees shall be entitled to the following holidays:

New Years Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Three Floating Days
Labor Day	Employee's Birthday
Veteran's Day	

IX. ARTICLE IX – LEAVES:

- A. Unlimited accumulation of sick leave will continue to be allowed with payment upon retirement of 100% of the unused amount at the higher base rate of pay. The employee will have the option to convert the amount due him/her either to the payment of medical premiums, or receive the current cash payoff.
- B. Unlimited accumulation of sick leave will continue to be allowed with payment upon termination of 100% of the unused amount at the previous higher base rate of pay.
- C. The option to convert up to six days per year of sick leave for payment as defined in Section 609.1 of the City Merit System Rules and Regulations shall be suspended for the duration of this MOU.

X. ARTICLE X – HOURS, OVERTIME AND ASSIGNMENTS:

- A. Standby: Except as otherwise provided herein, all employees of the Department shall be subject to standby assignment. In January each year, the Supervisor will schedule standby assignments for the entire year on a rotational basis, giving due consideration to vacation scheduling requests. After the schedule has been established, individual employees are free to trade assignments with other employees, or to voluntarily take over the assignments (and stipends) of others. It shall be the responsibility of the originally assigned employee to notify the Department of the change in assignment. Any employee medically disabled from serving in standby assignment shall be exempted upon submission of an appropriate medical release from his/her treating physician.
- B. Break Time: The Director shall retain the discretion, subject to the agreement of the individual employee(s) affected, to schedule rest breaks at times other than the middle of the work period, in order to minimize disruption to work.

C. Compensatory Time:

1. Definition. As used in this Section the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule.
2. Accrual. For hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, compensatory time may be earned at the rate of time and one-half (1 ½). No more than one hundred sixty (160) hours of compensatory time may be accrued for the duration of this MOU.

D. Furloughs: The current furlough arrangement shall remain in effect until June 30, 2010, and thereafter, furloughs shall be discontinued throughout the duration of this MOU.

E. Light/Modified Duties: The City shall implement a program for employees who become physically or mentally handicapped to the extent that the employee cannot perform their regular job duties.

1. Injuries that could result in up to three (3) months or lights duty are at the discretion of the Director of Public Works.
2. Extensions for up to six (6) months light duty are at the discretion of the City Manager.
3. Any extensions beyond six (6) months are at the discretion of the City Council.

F. Modified Work Schedule: The City agrees to implement a modified work ("9/80") schedule on a trial basis for approximately six months following execution of this MOU. The parameters and applicability of the modified work schedule, as well as any decision to continue or discontinue the modified work schedule, shall remain in the sole discretion of the City.

XI. ARTICLE XI – DURATION:

- A. The effective date of the new terms of this Memorandum of Understanding shall be upon ratification by both parties unless otherwise specified.
- B. The term of this Memorandum of Understanding shall be from May 5, 2010 through June 30, 2011.
- C. In the event that any provision of this Memorandum is declared by a court of competent jurisdiction, including but not limited to any California State Appellate Court, to be illegal or unenforceable, that provision of the Memorandum shall be null

and void but such nullification shall not affect any of the other provisions of this Memorandum, all of which shall remain in full force and effect. In this event, the parties agree to meet and confer upon request of either party for successor language for the affected provision.

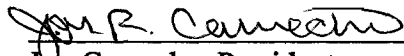
In the event that any legislation change, (State or Federal), has an impact on any existing MOU provision, both parties agree to consult and/or confer on the impacts of such legislation to the extent required by law.

D. Except as provided in the Memorandum of Understanding, the terms and conditions of employment as contained in the City of Ripon Merit System Rules and Regulations shall be maintained.


XII. ARTICLE XII – SIGNATORIES:

Signatories to the Memorandum of Understanding between the City of Ripon and the Ripon City Employees' Association for the period May 5, 2010 through June 30, 2011.

FOR RIPON CITY EMPLOYEES'
ASSOCIATION



Jon Camacho, President


James Bell, Representative


Jim Bodeson
Public Works Union Vice-President

Date: 6-8-10

FOR THE CITY OF RIPON


Leon Compton
City Administrator

Date: 6-16-10

For Operating Engineers Local Union No. 3
Of the International Union of Operating Engineers, AFL-CIO

Russ Burns
Business Manager

Date

Fred Herschbach

Date

Carl Goff
Vice-President

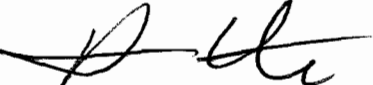
Date

James K. Sullivan
Recording-Corresponding Secretary

Date

Don Dietrich
Director, Public Employee Division

Date



Patrick Thistle
Business Representative

Date

6-8-10