

RESOLUTION NO. 21-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIPON ADOPTING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEARS 2021/22 - 2023/24 FOR ALL EMPLOYEES OF THE CITY OF RIPON WORKING IN THE CLASSIFICATION OF PUBLIC WORKS MAINTENANCE, PUBLIC WORKS FOREMAN AND PUBLIC WORKS SUPERVISING FOREMAN

WHEREAS, the City Council of the City of Ripon, having engaged in good faith negotiations with duly recognized bargaining units, is desirous of adopting a Memorandum of Understanding for all employees of the City working in the classification of Public Works Maintenance, Public Works Foreman and Public Works Supervising Foreman from July 1, 2021 to June 30, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ripon does hereby adopt that certain Memorandum of Understanding attached hereto as Exhibit "A" for the period July 1, 2021 to June 30, 2024, filed with the City Clerk of the City of Ripon on the 13<sup>th</sup> day of July, 2021, as the current compensation plan for the City of Ripon for these employees.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ripon this 13th day of July, 2021, by the following vote:

**RESULT:** ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Leo Zuber, Council Member  
**SECONDER:** Michael Restuccia, Council Member  
**AYES:** de Graaf, Uecker, Restuccia, Zuber, Wheeler

**THE CITY OF RIPON,  
A Municipal Corporation**

By   
DANIEL DE GRAAF, Mayor

ATTEST:

By:   
LISA ROOS, City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2021 – June 30, 2024

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, Public Works Foreman, and Public Works Supervising 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 Association Negotiating Committee agrees to recommend to its members for their favorable consideration and vote, all of the salary and fringe benefits adjustments as set forth herein; and the bargaining representatives of the City agree to 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.

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. Public Works Foreman and Public Works Supervising Foreman to receive 2.5% of base pay to be available after hours by phone to answer questions and provide guidance to Public Works Maintenance staff.
- C. Effective the pay period including July 1, 2021, the Public Works Maintenance Level 170.5 salary shall be increased to Level 173.5 (3%), Public Works Foreman Level 195.5 salary shall be increased to Level 198.5 (3%), and Public Works Supervising Foreman Level 205.5 shall be increased to Level 208.5 (3%) (as shown in the "Ripon Compensation Schedule Levels" table).
- D. Effective the pay period including July 1, 2022, the Public Works Maintenance Level 173.5 salary shall be increased to Level 176.5 (3%), Public Works Foreman Level 198.5 salary shall be increased to Level 201.5 (3%), and Public Works Supervising Foreman Level 208.5 shall be increased to Level 211.5 (3%) (as shown in the "Ripon Compensation Schedule Levels" table).

- E. Effective the pay period including July 1, 2023, the Public Works Maintenance Level 176.5 salary shall be increased to Level 179.5 (3%), Public Works Foreman Level 201.5 salary shall be increased to Level 204.5 (3%), and Public Works Supervising Foreman Level 211.5 shall be increased to Level 214.5 (3%) (as shown in the “Ripon Compensation Schedule Levels” table).
- F. Beginning the pay period including July 1, 2021, all current employees hired before July 1, 2021 working in the classification of Public Works Maintenance, Public Works Foreman, and Public Works Supervising Foreman shall receive an off-schedule payment in the amount of \$100 per pay period for a total of 52 pay periods.

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

- A. The City shall continue to contribute the 5% employee contribution to the Money Purchase Thrift Pension Plan for all Public Works employees.

ARTICLE III – WAGE SUPPLEMENTS:

A. Health and Welfare Benefits:

- 1. The City shall select the medical, dental, vision, chiropractic, life, long term care, and long-term disability plans and make available to the Public Works employees.
  - a. The City shall continue the life insurance benefit of \$25,000 per employee.
  - b. Employees in the Association 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.
- 2. The City agrees to reimburse Association employees for 100 percent of the Blue Shield Silver Plan healthcare deductible cost. Also, the City agrees to reimburse Association employees for Co-insurance cost after \$2,000 paid by the Association Employee through December 31, 2021. In order to receive reimbursement, requests shall be submitted to the City no later than 12 months from the date of service as shown on the Explanation of Benefits.
- 3. Beginning July 1, 2021, the City agrees to pay 50 percent of the premium increase above the maximum monthly contribution of \$1,850 for Association employees enrolled with Kaiser Permanente and \$1,650 for Association employees enrolled with Blue Shield. Actual amount shall be added by Sideletter when premium increases are known for years 2022, 2023, and 2024.

B. Specialized Drivers Licensing Requirements:

1. 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 Public Works employees are required to obtain and maintain a Class B license, unless an exemption is approved by the Director of Public Works. This exemption will be reviewed on an annual basis. Any future salary increase will not become effective until the Class B license has been obtained.

C. Uniforms and Clothing:

1. The City shall provide and pay for the cleaning of uniforms.
2. The City shall 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.
3. The City shall provide jackets, which shall be selected by the City.
4. 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.
5. The City shall provide up to \$200 reimbursement per fiscal year for steel toe safety shoes, unless otherwise approved by the Public Works Director. It is the intent of the City not to change any of the current safety policies, including making it mandatory for Public Works employees to wear safety shoes, by providing the safety shoe reimbursement program.
6. The City shall provide up to \$200 reimbursement for prescription safety glasses once every 2 fiscal years, as approved by the Public Works Director.

D. Certifications:

1. Public Works employees holding a Level 1 Water or Wastewater certification from the State Water Resource Control Board shall receive 2.5% of base pay for said certification; Level 2 Water or Wastewater certification from the State Water Resource Control Board shall receive 3% of base pay for said certification; and Level 3 Water or Wastewater certification from the State Water Resource Control Board shall receive 3.5% of base pay for said certification (limit one per employee).

2. Beginning July 1, 2022, Public Works employees holding a Level 1 Water or Wastewater certification from the State Water Resource Control Board shall receive 3% of base pay for said certification; Level 2 Water or Wastewater certification from the State Water Resource Control Board shall receive 3.5% of base pay for said certification; and Level 3 Water or Wastewater certification from the State Water Resource Control Board shall receive 4% of base pay for said certification (limit one per employee).
3. The Public Works Director will approve a Public Works employee's request for the type of certification they are requesting.
4. Current Public Works employees are expected to maintain their current certifications.

#### 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 Public Works employees.
- B. The parties have agreed that Section 1307 of the City of Ripon Merit System Rules and Regulations shall be modified as follows:

“The residency requirements for Public Works employees shall be 35-miles from Ripon City Hall. This may affect an employee’s eligibility or availability for standby duty, at the discretion of the City.” Any Public Works employee shall have an option to take home vehicle while on-call as long as the employee lives within the 35 mile radius. This vehicle is to be used on official City business only.
- C. All Merit System Rules and Regulations, as adopted by the City, shall remain in effect unless otherwise specified in this agreement.

#### ARTICLE V – VACATION:

##### A. Maximum Accrual Rate:

1. Public Works employees shall accrue vacation up to twice their annual accrual rate.
2. Should the Public Works employee fail to schedule vacation prior to accumulating an additional 5 days beyond the maximum accrual, the Public Works employee’s supervisor will immediately schedule vacation time for the Public Works employee, bringing their total vacation time to within the maximum. If the Public Works employee and supervisor fail to schedule vacation within these time frames, the Public Works 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. Each year, during the month of January, Public Works employees shall submit to the Director of Public Works 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.
- E. Section 706 of the City Merit System Rules and Regulations regarding “Special Circumstance Request for Payout on Vacation Time” shall be eliminated and replaced with the following language:

*Section 706 Annual Request for Payout on Vacation Time*

*Employees have the option, on an annual basis payable once per year each November, to convert a maximum of 40 hours of unused vacation leave for payment. Employees shall be required to maintain a minimum of 80 hours of vacation to be eligible for Vacation Payout.*

ARTICLE VI – LEAVES:

- A. 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 reinstated.
- B. Voluntary furlough program shall be eliminated. Public Works employees shall have the ability, with the approval of the Public Works Director, to take a day without pay.
- C. The City will provide a voluntary catastrophic leave program that gives employees the opportunity to assist a fellow employee who has or will exhaust paid leave due to a catastrophic or serious illness, injury or other medical condition of the employee or his/her family member.
1. Employee Receiving Donated Leave (Recipient) - An employee is eligible to receive donated leave under the following conditions:
    - Employee is a regular full-time employee who has completed the probation period in accordance with the City of Ripon Merit System.

- Employee or a family member is experiencing a catastrophic or serious illness, injury or other medical condition that is not work related which prevents them from being able to work for at least 7 days.
  - A family member for this program is defined as spouse, registered domestic partner, or another dependent as defined in the Internal Revenue Code (26 U.S.C. sec. 152 as amended from time to time)
  - A catastrophic or serious illness, injury or other medical condition, for this program, is defined as an acute or prolonged illness, injury, or other medical condition resulting in the employee's inability to work, either due to his/her own injury illness or medical condition, or that of a family member, requiring that the employee take time off work to care for the seriously ill or injured family member.
  - Employee has exhausted all of his/her paid leave balances or will do so before the return-to-work date and is not receiving Workers' Comp or any disability payments. However, if an employee is denied a workers' comp claim or is no longer receiving disability payments, they can then request Catastrophic Leave.
  - Employee has provided documentation of a medical diagnosis from a qualified health provider.
  - Employee must complete an employee request for catastrophic leave donation form requesting the number of hours they deem will be needed.
  - Total credits received by the employee shall not exceed the amount of time the employee is required to be absent from work because of the catastrophic or serious illness, injury or other medical condition.
2. Employee Donating Leave (Donor) - Employees are eligible to donate paid leave (Vacation, Sick & Comp Time) under the following conditions:
- Employee is a regular full-time employee who has completed the probation period in accordance with the City of Ripon Merit System.
  - Donations must be made in 1-hour increments and may not exceed 32 hours. Donated leave shall be converted on an hour-to-hour basis.
  - Donor's accrued leave may not be reduced to less than 80 sick and/or vacation hours after the donation is made.
  - Once the leave is donated and posted to the Recipient, the Donor irrevocably loses all rights and privileges to the leave hours donated.
  - Donated leave will be viewed as used and may affect the donor's ability to receive a payment for sick leave per section 609.1 of the Merit System or payout of vacation time per section 706 of the Merit System.
  - Employees cannot donate any time once the employee has provided a notice of resignation.



- Hours are donated on a first received basis until the amount requested by the recipient is met.

ARTICLE VII – HOURS, OVERTIME AND ASSIGNMENTS:

A. Standby:

1. Except as otherwise provided herein, all Public Works employees shall be subject to standby assignment. In January each year, the Director of Public Works shall 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 Public Works employee medically disabled from serving in standby assignment shall be exempted upon submission of an appropriate medical release from his/her treating physician.
3. Section 511 of the Merit System Rules and Regulations Section 511, paragraph 1, shall be modified to read:

*Employees who are required to be on standby shall be paid 15 regular time hours for the standby period, 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 the period of standby. A "standby period" shall be one (1) calendar week beginning 12:00 am Wednesday to 11:59 pm Tuesday.*

B. Break Time:

1. 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. Modified Work Schedule:

1. The City agrees to implement a modified work ("9/80") schedule. 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.

ARTICLE VIII – 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 July 1, 2021 through June 30, 2024.

ARTICLE XII – SIGNATORIES:

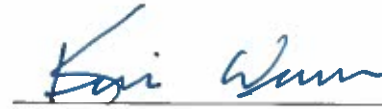
Signatories to the Memorandum of Understanding between the City and the Association for the period July 1, 2021 through June 30, 2024.

FOR RIPON CITY EMPLOYEES'  
ASSOCIATION


  
\_\_\_\_\_  
James Bell  
President

Date: 7-19-21

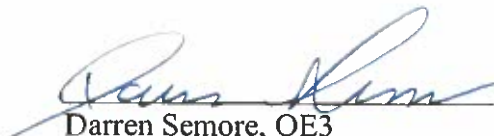
FOR THE CITY OF RIPON

  
\_\_\_\_\_  
Kevin Werner  
City Administrator

Date: 7/20/21

  
\_\_\_\_\_  
Jim Bodeson  
Public Works Union Representative

Date: 7-20-21

  
\_\_\_\_\_  
Darren Semore, OE3  
Representative

Date: 7-27-2021