

RESOLUTION NO. 14-35

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF RIPON ADOPTING THE MEMORANDUM OF UNDERSTANDING  
FOR FISCAL YEARS 2014-15 and 2015-16 FOR ALL  
EMPLOYEES OF THE CITY OF RIPON WORKING IN THE  
CLASSIFICATION OF PUBLIC WORKS MAINTENANCE  
AND PUBLIC WORKS 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 and Public Works Foreman for Fiscal Years 2014-15 and 2015-16; 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, 2014 to June 30, 2016, filed with the City Clerk of the City of Ripon on the 18<sup>th</sup> day of June, 2014, 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 17<sup>th</sup> day of June, 2014, by the following vote:

AYES:	NUTT, ZUBER, UECKER, PARKS, WINN
NOES:	NONE
ABSENT:	NONE
ABSTAINING:	NONE

THE CITY OF RIPON, a Municipal Corporation

By: \_\_\_\_\_

  
Chuck Winn, Mayor

ATTEST:

  
LISA ROOS, City Clerk

MEMORANDUM OF UNDERSTANDING

July 1, 2014 – June 30, 2016

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 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.

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. On July 1, 2014, the Public Works Maintenance Level 150 salary shall be increased to Level 153 and Public Works Foreman Level 175 salary shall be increased to Level 178 (as shown in the "Ripon Compensation Schedule Levels" table).
- C. On July 1, 2015, the Public Works Maintenance Level 153 salary shall be increased to Level 154 and Public Works Foreman Level 178 salary shall be increased to Level 179 (as shown in the "Ripon Compensation Schedule Levels" table).

II. 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.

III. 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 pay the increased cost over the previously defined maximum City contribution to the Health and Welfare benefits of \$1,366 per month through December 31, 2014.
3. 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, 2014.
4. As of January 1, 2015, the City agrees to pay 50 percent of the premium increase above the current maximum monthly contribution of \$1,760 for Association employees enrolled with Kaiser Permanente and \$1,415 for Association employees enrolled with Blue Shield, not to exceed \$1,850 or \$1,485 per month, respectively, assuming a 10% increase in premiums. Actual amount shall be added by Sideletter when premiums are known.
5. As of January 1, 2016, the City agrees to pay 50 percent of the premium increase above the current maximum monthly contribution of \$1,760 for Association employees enrolled with Kaiser Permanente and \$1,415 for Association employees enrolled with Blue Shield, not to exceed \$1,950 or \$1,565 per month, respectively, assuming a 10% increase in premiums. Actual amount shall be added by Sideletter when premiums are known.

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.

D. Certifications:

1. Public Works employees holding a Water or Wastewater certification shall receive 2% pay for said certification (limit one per employee).
2. The Public Works Director will approve a Public Works employee's request for the type of certification they are requesting.
3. Current Public Works employees are expected to maintain their current certifications.

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 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.

V. ARTICLE VI – VACATION:

A. Maximum Accrual Rate:

1. Public Works employees shall accrue vacation up to twice their annual accrual rate. Public Works employees shall be given a grace period from July 1, 2014 to June 30, 2015 to comply with the maximum accrual balance.
2. Should the Public Works employee fail to schedule vacation prior to accumulating an additional 5 days beyond the maximum accrual, the Public Works employees 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.*

VI. ARTICLE VIII – HOLIDAYS:

VII. ARTICLE IX – 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.

VIII. ARTICLE X – 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.

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.

IX. 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 July 1, 2014 through June 30, 2016.

ARTICLE XII – SIGNATORIES:

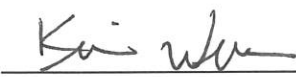
Signatories to the Memorandum of Understanding between the City and the Association for the period July 1, 2014 through June 30, 2016.

FOR RIPON CITY EMPLOYEES'  
ASSOCIATION

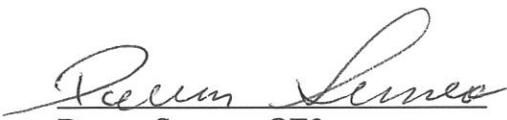
  
\_\_\_\_\_  
James Bell  
President

Date: 6-18-14


FOR THE CITY OF RIPON

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

Date: 6/17/2014

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

Date: 6-24-2014

  
\_\_\_\_\_  
Jim Bodeson  
Public Works Union Vice-President

Date: 6-18-14



# OPERATING ENGINEERS LOCAL UNION No. 3

1916 NORTH BROADWAY, STOCKTON, CA 95205 • (209) 943-2332 • FAX (209) 948-2319

Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii, and the Mid-Pacific Islands

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June 17, 2014

Kevin Werner  
City Administrator  
259 N. Wilma  
Ripon, Ca.

RE: Ratification of MOU by the Ripon Miscellaneous Unit

Mr. Werner, the Ripon Miscellaneous Unit voted and Ratified on June 16, 2014 the proposed Successor Memorandum or Understanding. Please advise me when the contract is accepted by the Ripon City Counsel.

Darren Semore   
Business Representative  
Operating Engineers Local 3  
Public Employees Division  
Cell-(209) 628-7197