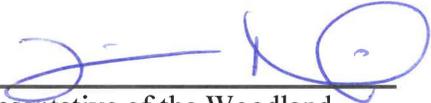


RESOLUTION NO. 8109

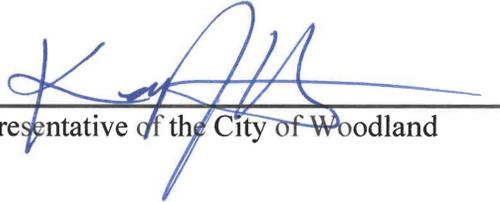
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WOODLAND CITY EMPLOYEES' ASSOCIATION AND THE CITY OF
WOODLAND**

The City of Woodland and the Woodland City Employees' Association representing employees employed by the City of Woodland in the classifications designated herein in Article I, Section I under the title "Application," by and through their authorized representatives hereby ratify as and for a memorandum of understanding the attached resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for General Services Unit Employees" including the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. In resolving questions of interpretation, the Resolution shall be the primary source in all cases.

DATED: 6/22, 2023



Representative of the Woodland
City Employee's Association



Representative of the City of Woodland

The foregoing resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 20th day of June 2023.



Mayor

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR
WOODLAND CITY EMPLOYEES' ASSOCIATION

Table of Contents

ARTICLE I 5

 GENERAL PROVISIONS 5

 1.1 Application 5

 1.2 Term 7

 1.3 Purpose 7

 1.4 Management Rights..... 8

 1.5 Peaceful Performance..... 8

 1.6 Association Recognition 8

 1.7 Maintenance of Membership..... 9

ARTICLE II..... 10

 COMPENSATION 10

 2.1 Salary 10

 2.2 Deferred Compensation..... 10

 2.3 Uniforms and Safety Equipment 11

 2.4 Longevity Pay 11

 2.5 Call-Back Pay 11

 2.6 Stand-by Pay 12

 2.7 Promotional Pay 12

 2.8 Acting Pay 12

 2.9 Bilingual Pay 12

 2.10 Jury Duty Pay 12

 2.11 Overtime..... 13

 2.12 Shift Differential 13

 2.13 Flexible Spending Account 13

 2.14 Certificate Pay 13

ARTICLE III..... 14

 EDUCATION INCENTIVE..... 14

 3.1 Education Reimbursement 14

ARTICLE IV 15

 MEDICAL AND RELATED BENEFITS..... 15

 4.1 Medical Insurance 15

 4.2 Medical Insurance Upon Retirement..... 16

 4.3 Dental Insurance..... 17

 4.4 Long Term Disability Insurance..... 17

 4.5 Vision Insurance..... 18

 4.6 Life Insurance..... 18

ARTICLE V 18

 LEAVES 18

 5.1 Holidays 18

5.2	Vacation Leave.....	19
5.3	Payment in Lieu of Time-Off.....	20
5.4	Sick Leave	20
5.5	Catastrophic Illness or Injury	21
ARTICLE VI		22
RETIREMENT		22
6.1	Retirement	22
ARTICLE VII		23
ASSOCIATION RIGHTS AND SECURITY		23
7.1	Communications.....	23
7.2	Association Officers and Official Representatives	23
7.3	Access to Employees	23
7.4	Association Leave	23
7.5	Advance Notice	24
7.6	New Hires.....	24
ARTICLE VIII.....		25
WORKING CONDITIONS.....		25
8.1	Rest Periods.....	25
8.2	Training	25
8.3	Tools.....	25
8.4	Work Hours for City Hall Employees.....	26
8.5	Contracting Out	26
8.6	Introduction of New Technology	26
8.7	Reclassification Procedures.....	27
8.8	Alternative Transportation Program.....	27
8.9	Probationary Period.....	27
8.10	Other Working Conditions Not Set Forth Herein	27
ARTICLE IX		28
GRIEVANCES		28
9.1	Grievances	28
9.2	Grievance Procedures.....	28
9.3	Conduct of Grievance Procedure	29
ARTICLE X.....		30
SAFETY		30
10.1	Safety.....	30
ARTICLE XI		30
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN.....		30
11.1	Other Compensable Items Not Set Forth Herein	30
ARTICLE XII.....		31
12.1	Interest Cards.....	31
Exhibit A.....		32
Salary Schedule.....		32
Exhibit B.....		33

Classifications Provided Uniforms at City Expense 33
Exhibit C 34
Certification Pay 34

ARTICLE I
GENERAL PROVISIONS

1.1 Application

1.1.1 This Resolution applies to employees in the following classifications:

Administrative Clerk I	28
Administrative Clerk II	32
Administrative Clerk III	36
Administrative Secretary	42
Administrative Supervisor	47
Aquatics Coordinator	32
Aquatics Supervisor	48
Building Inspector I	49
Building Inspector II	53
Code Compliance Officer I	46
Code Compliance Officer II	50
Community Development Clerk I	32
Community Development Clerk II	37
Community Development Technician I	42
Community Development Technician II	46
Conservation Coordinator	46
Electrician's Assistant	43
Engineering Aide I	33
Engineering Aide II	37
Engineering Assistant	56
Engineering Technician I	44
Engineering Technician II	48
Engineering Technician III	52
Environmental Compliance Inspector I	39
Environmental Compliance Inspector II	43
Environmental Compliance Specialist	49
Equipment Service Clerk	32
Equipment Service Worker	34
Executive Assistant Confidential	49
Executive Assistant to the City Manager	50
Facility Maintenance Worker I	35
Facility Maintenance Worker II	41
Facility Maintenance Worker III	45
Finance Clerk I	32
Finance Clerk II	37
Finance Clerk III	41
Finance Specialist	41
Finance Supervisor	54
GIS Technician I	49
GIS Technician II	53

Heavy Equipment Mechanic	45
Human Resources Clerk	39
Human Resources Technician I	45
Human Resources Technician II	50
Industrial Electrical/Electronics Technician	58
Information Technology Technician I	48
Information Technology Technician II	52
Laboratory Technician I	43
Laboratory Technician II	47
Library Technician Assistant I	29
Library Technician Assistant II	33
Library Technical Assistant III	37
Light Equipment Mechanic	41
Literacy Coordinator	46
Maintenance Supervisor	53
Maintenance Worker I	35
Maintenance Worker II	40
Maintenance Worker III	44
Meter Services Technician	46
Park Maintenance Technician	46
Park Maintenance Worker I	35
Park Maintenance Worker II	39
Park Maintenance Worker III	43
Park Supervisor	51
Pool and Recreation Facility Technician	46
Programmer Analyst	63
Recreation Coordinator	36
Recreation Supervisor	50
Senior Building Inspector	57
Senior Building Plans Examiner	58
Senior Engineering Assistant	58
Senior Equipment Mechanic	50
Senior Maintenance Worker	47
Senior Signs and Markings Technician	45
Senior Traffic Signal/Street Lighting Tech	60
Senior Tree Trimmer	45
Senior Utility Maintenance Worker (Sewer)	54
Senior Utility Maintenance Worker (Water)	54
Senior Water Pollution Control Operator	67
Senior Water Quality Specialist	58
Senior Water System Operator	54
Senior Water/Wastewater Instrumentation Tech	66
Signs and Markings Technician I	39
Signs and Markings Technician II	43
Stock Clerk	32
Storekeeper	35
Traffic Signal / Street Lights Technician	56
Treatment Plant Mechanic	54

Tree Trimmer I	39
Tree Trimmer II	43
Underground Utility Service Locator	46
Utilities Maintenance Supervisor	53
Utilities Maintenance Worker I	37
Utilities Maintenance Worker II	42
Utilities Maintenance Worker III	46
Utilities Maintenance Worker IV	50
Water / Wastewater Instrumental Technician	62
Water Pollution Control O-I-T	40
Water Pollution Control Operator I	51
Water Pollution Control Operator II	55
Water Pollution Control Operator III	59
Water Pollution Control Operator IV	63
Water Quality Specialist I	48
Water Quality Specialist II	52
Water Systems Operator I	42
Water Systems Operator II	50

1.1.2 The following classifications shall be considered "Supervisors":

- Administrative Secretary
- Administrative Supervisor
- Electrical / Signs & Markings Supervisor
- Finance Supervisor
- Maintenance/Utilities Maintenance Supervisor
- Park Supervisor
- Recreation/Aquatics Supervisor
- Senior Building Inspector
- Senior Tree Trimmer
- Senior Utilities Maintenance Worker
- Water Pollution Control Operator IV
- Utilities Maintenance Worker IV

1.2 Term

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from July 1, 2023 to June 30, 2026 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by actions taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias-Brown (MMB) Act.

1.3 Purpose

1.3.1 Woodland City Employees' Association (WCEA) and representatives of the City of Woodland have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the WCEA listed in Section 1.1.1 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 of such employees.

1.3.2 This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act and has been jointly prepared by the parties.

1.3.3 This Memorandum of Understanding shall be presented by the Association to the employees for ratification, and shall thereafter be presented to the Woodland City Council as the joint recommendations of the undersigned for salary and employee benefits adjustment for the period commencing July 1, 2023 and ending on June 30, 2026. Unless otherwise specified, changes contained herein shall become effective upon adoption by the City Council.

1.4 Management Rights

1.4.1 The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of election for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in the Agreement or applicable State or Federal laws.

1.5 Peaceful Performance

1.5.1 No-Strike. The Association agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions which would involve suspension of or interference with normal work of the department or other city departments.

1.5.2 In the event of any job action as described above; the Association will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

1.6 Association Recognition

1.6.1 Woodland City Employees' Association, hereinafter referred to as the "Association", is the recognized employee organization for General Services Unit employees as listed in Section 1.1.1. The City recognizes the exclusive right of the Association to represent members of the bargaining unit on all matters relating to employment conditions and employee/employer relations subject to the employee's right of self-representation pursuant to Government Code Section 3503. Employees may authorize dues deduction only for WCEA.

1.7 Maintenance of Membership

1.7.1 Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member, or becomes an Association member, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Association, shall be subject to the same terms of continued membership as employees above.

1.7.2 Every employee who is a member of the Association shall have the right to withdraw from membership during the month of June each year. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

1.7.3 Enforcement of this section shall be the responsibility of the Association, utilizing appropriate civil procedures. The Association shall indemnify and hold the City harmless from any and all claims, demands or suits, or any other action arising from this section.

ARTICLE II
COMPENSATION

2.1 Salary

2.1.1 During the term of this agreement, represented unit employees shall receive the following increases:

- Effective the first full pay period after July 1, 2023: 4%COLA
- Effective the first full pay period after July 1, 2024 4% COLA
- Effective the first full pay period after January 1, 2025 1% COLA
- Effective the first full pay period after July 1, 2025 4% COLA
- Effective the first full pay period after January 1, 2026: 1% COLA

2.1.2 One-Time Payment: Upon ratification and at the conclusion of the first full pay period, each unit member shall be paid a one-time lump sum payment equivalent to two percent (2%) of their base annual compensation as of July 1, 2023. This payment is not intended to include overtime or other additional compensation above base salary, and will not be considered reportable compensation for retirement purposes

2.1.3 Retroactive Payment of Salaries. The City's practice of paying retroactive compensation stemming from ratification of Memoranda of Understanding is to pay retroactive compensation only to active employees at the time of the City Council's approval of the MOU. This practice is hereby memorialized in this agreement between the City and the Association.

2.2 Deferred Compensation

2.2.1 The City will make available a Deferred Compensation Plan to all employees.

2.2.2 For employees hired after July 1, 2006, the City will provide a pretax contribution of two percent (2%) of base salary to a Deferred Compensation plan of the employee's choice of those provided by the City of Woodland.

2.2.3 To receive the contribution, employee must have completed their initial probationary period.

2.2.4 Employee must enroll in one of the Deferred Compensation plans offered by the City.

2.2.5 There is no vesting requirement. The contribution is immediately vested into the employee's account.

2.2.6 Effective the first full pay period after July 1, 2024, the City will match all represented employee's deferred compensation contribution up to 1% of the employee's base rate of pay.

2.3 Uniforms and Safety Equipment

2.3.1 The City shall provide uniforms to employees in the classifications reflected in Exhibit B. The City shall provide the necessary protective devices, wearing apparel and other equipment as necessary to protect an employee from injury. Additionally, the City will provide employees with uniforms, as appropriate. A uniform can consist of shirts, pants, and outerwear. Certain job classes in Public Works may have specific policies regarding uniforms. The City will consult with the Association on any future changes to uniforms.

2.3.2 Employees in classifications who are required by the department to wear approved safety shoes/boots while in the performance of the duties of the classification when in any field or hazardous conditions or settings will receive a reimbursement upon proof of purchase of safety boots. The City will provide a reimbursement up to \$300 per fiscal year for purchase and maintenance of a safety boot/shoe. The employee is required to provide proof of purchase or repair cost of the safety shoe/boots prior to reimbursements. Any amount in excess of the \$300 reimbursement shall be the responsibility of the employee and is not eligible for reimbursement. The safety shoe/boot must meet the American National Standards Institute (ANSI) Standard for their applicable use. Failure to wear serviceable safety shoes/boots is a violation of this MOU and City of Woodland Personnel Rules.

2.3.3 The City shall approve payment for any employee who is required by the department director to wear prescription safety glasses in their position. The amount the City will pay for the frame portion of safety glasses is limited to the current allowance for regular glasses. This is a rolling twelve (12) month benefit. The employee's department director will contact Human Resources who will authorize payment for such glasses. The vendor will bill the City for the frame portion up to the current allowance for regular glasses, and the cost of the lenses.

2.3.4 Employees required by their department director to wear uniform jackets shall have the jacket provided, and replaced on an as needed basis as determined by the department head.

2.4 Longevity Pay

2.4.1 The City shall pay longevity pay twice a month, once an employee completes the years of service, according to the following schedule:

<u>Length of Service</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>	<u>Paycheck amount</u>
10 years	\$600	\$50.00	\$25.00
15 years	\$700	\$58.33	\$29.16
20 years	\$800	\$66.67	\$33.28

2.5 Call-Back Pay

2.5.1 Employees who are physically called back to work after the completion of their regular shifts shall be compensated at the rate of time and one-half for all time worked. There shall be a minimum call-back time of two (2) hours. Employees called out between the hours of 10:00 p.m. and 5:00 a.m. and not assigned to stand-by shall receive a minimum call-back of three (3) hours.

2.6 Stand-by Pay

2.6.1 Standby assignments shall be governed by the City stand-by policy dated May 2010.

2.6.2 Employees assigned and required to be on stand-by status shall be compensated at the flat rate of forty-four (\$44) dollars per weekday and sixty-three (\$63) dollars each Saturday, Sunday and Holiday.

2.7 Promotional Pay

2.7.1 The City agrees that all promotions within the unit shall result in the minimum five percent (5 %) increase in pay for the affected employee.

2.7.2 Represented employees in or to be assigned to the journey level position of a split classification, shall be entitled to receive consideration for a merit salary step increase six (6) months after the reassignment. The new merit increase eligibility date will be one year from the date of increase.

2.8 Acting Pay

2.8.1 The purpose of acting pay is to provide appropriate compensation to employees who are assigned to work out-of-class. Employees assigned by their supervisor to perform substantially all the duties in a higher-level classification shall receive an additional five percent (5%) of base pay as acting-pay compensation provided the following requirement is met, minimum period of time to be eligible for acting pay must be at least three (3) consecutive work days, the position is vacant due to resignation or the incumbent is on leave. Payment shall continue for the term of the assignment to the higher-level classification duties. Acting assignments shall be limited to six (6) months, which may be extended an additional three (3) months on approval of the City Manager. This compensation is not considered pensionable compensation for CalPERS reporting purposes.

2.9 Bilingual Pay

2.9.1 The City shall maintain the existing bilingual policy. Designated bilingual employees shall receive additional compensation above their regular salary at a rate of two-hundred dollars (\$200) per month. The monthly amount will be paid twice per month, in accordance with the City's payroll schedule.

2.10 Jury Duty Pay

2.10.1 Employees shall be entitled to full pay in addition to any compensation received for serving as a member of a jury. This does not include Grand Jury duty.

2.11 Overtime

2.11.1 Unit employees shall receive overtime compensation at the rate of time and one-half for all hours worked in paid status in excess of forty hours per work week. Paid time off shall be counted as time worked for overtime calculation purposes. Employees handling City business at home on the telephone shall be eligible for overtime compensation in accordance with the Fair Labor Standards Act (time paid to the nearest 12-minute increment).

2.11.2 Employees shall have the option of choosing either paid overtime or compensatory time off. Paid time shall be calculated using the FLSA rate of pay. Compensatory time off may be accrued to a maximum of sixty (60) hours at any one time. Compensatory time off maximums may be waived for employees working alternative work schedules by mutual consent. Upon termination, employees shall be paid for any accrued compensatory time. Compensatory time accrued after sixty (60) hours will be paid in accordance with Section 2.1.

2.11.3 The provisions of section 2.11.2 above shall apply to Recreation and Aquatic Supervisors and Recreation Coordinators. It is mutually understood that Recreation and Aquatic Supervisors and Recreation Coordinators work flexible schedules. The City will not mandate split shifts for Recreation and Aquatic Supervisors and Recreation Coordinators.

2.11.4 Once in a fiscal year, employees shall have the option of converting up to forty (40) hours accrued compensatory time to cash.

2.12 Shift Differential

2.12.1 Employees who work in the Library between the hours of 5:00 p.m. to 9:00 p.m. shall receive a shift differential pay of \$.75 per hour.

2.12.2 Library employees who were employed as such on or before July 1, 1999, and who are required to work Sundays shall receive a thirty-five (\$35) dollar Sunday payment differential. Library employees hired after July 1, 1999 and those individuals hired specifically for the Sunday opening shall be assigned Sunday work without the Sunday differential.

2.13 Flexible Spending Account

2.13.1 The City agrees to maintain in effect the Section 125 program providing for pre-tax treatment of employee obligations for medical and dependent care costs.

2.14 Certificate Pay

2.14.1 Exhibit C summarizes the positions that are eligible to receive certificate pay, the certificates that are eligible for the additional pay, and the allowable percentage of base pay that can be earned for each certificate.

2.14.2 Certificate pays are cumulative, but in no case may exceed a total of 4% of base salary.

2.14.3 The City shall reimburse employees for training and testing to obtain the certifications referenced in this section, however, the City shall not pay for training or testing more than one time per employee for any one certification.

2.14.4 Eligibility for certificate pay will be determined upon submission of evidence of the certification to the City. Incentive pay shall begin no later than two (2) pay periods following the submission of evidence of certification to the City and payments will not be retroactive.

ARTICLE III

EDUCATION INCENTIVE

3.1 Education Reimbursement

3.1.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships (including licenses, applications and renewal fees), subscriptions, professional training, attainment of academic degrees and related fees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors (maximum 32 inches), computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), security software, videoconferencing cameras and microphones, and cellular phones and related charging accessories, unless considered used mostly for personal entertainment. Smart watches and wireless earbuds are not eligible for reimbursement under this section. All such requests require advance approval by the City. Reimbursement per fiscal year per employee shall be \$625.00. In the event that the full reimbursement amount is not used in any fiscal year, the amount will carry over to the next fiscal year. Under no circumstances will an employee be eligible to carry over more than \$625.

3.1.2 Travel, Meal and Lodging Reimbursements, in addition to attendance at an approved conference, tuition/registration fees, books etc., may be reimbursed. The amount of reimbursement shall be governed by the City's Travel Policy. Amounts of all reimbursements per fiscal year shall not exceed \$625.

3.1.3 Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Professional Reimbursement they have spent. For example, an employee working 25% of the year would be entitled to a Professional Reimbursement not to exceed, \$156.25. If employee received a reimbursement of greater than \$156.25, at the time of termination, the employee would be responsible for payment of the difference. This will be taken out of the employee's final check. If there are not enough funds to cover this amount, the City will invoice the employee for the difference. Funds carried over from a previous fiscal year are not subject to proration.

ARTICLE IV

MEDICAL AND RELATED BENEFITS

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the medical insurance program. Employees shall have the option of enrolling in any of the plans offered by the City.

4.1.2 For Employees **hired before April 23, 2007**, the City provides a two tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.3 Employees hired before April 23, 2007 who provide proof of dual coverage under CalPERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.4 The City shall contribute up to the following amounts toward employee medical insurance coverage and cafeteria plan benefit:

Employees hired before April 23, 2007			
Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$1,895.38	\$1,895.38	\$2,463.99
January 1, 2025	\$1,895.38	\$1,895.38	\$2,463.99
January 1, 2026	\$1,895.38	\$1,895.38	\$2,463.99

4.1.5 For employees **hired on or after April 23, 2007**, the City provides a three tier medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

4.1.6 Employees hired after April 23, 2007 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.7 The City shall contribute up to the following amounts toward employee medical insurance and cafeteria plan benefit:

Employees hired on or after April 23, 2007			
Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$947.69	\$1,895.38	\$2,463.99
January 1, 2025	\$947.69	\$1,895.38	\$2,463.99
January 1, 2026	\$947.69	\$1,895.38	\$2,463.99

4.2 Medical Insurance Upon Retirement

4.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan or the current plan offered by the City. Dental, Vision and Long-Term Disability Insurance is not provided to retirees.

4.2.2 The parties agree to meet and confer to impasse and imposition on restructuring the retiree medical program.

4.2.3 Employees who were **hired before July 1, 2006**, and have ten (10) years of continuous consecutive service with the City of Woodland are eligible to receive benefits under the City's PERS plan, or the current plan offered by the City, or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

4.2.3.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved.

4.2.3.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.3 above less the Public Employees' Medical & Hospital Care Act (PEMCHA) minimum, which is set by CalPERS annually. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.3 (Cash in Lieu) do not apply to retired employees.

4.2.3.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

4.2.3.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

4.2.3.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and

4.2.3.5 Dental, Vision and Long-Term Disability Benefits will not be offered or provided to retirees.

4.2.4 Employees who were **hired on or after July 1, 2006**, will receive medical insurance benefits in retirement as follows:

4.2.4.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the Public Employees' Medical & Hospital Care Act (PECHMA) minimum which is set by CalPERS annually, however, provisions of paragraphs 4.1.3 (Cash in Lieu) do not apply to retired employees.

4.2.4.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

4.2.4.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

4.2.4.2.2 Contributions: The City shall contribute \$100 per month to the employee's RHSP account; likewise, the employee shall contribute \$50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of \$100 per month for each month served in the employee's initial probation.

4.2.4.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

4.2.4.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account.

4.3 Dental Insurance

4.3.1 For the term of this agreement, at no premium cost to the employee, the City shall provide a Dental Insurance program with benefits equivalent to that provided under the prior self-insurance plan including a \$2,000 annual maximum benefit and a \$1,000 lifetime maximum benefit for orthodontia (employee only and dependents 19 and under). Dental insurance ends the last day of the month of active employment.

4.3.2 The City will notify the Association if the Dental Plan is changed.

4.3.3 The City shall provide for coordination of dental benefits of married couples who are both City employees.

4.4 Long Term Disability Insurance

4.4.1 The City shall continue to provide a long-term disability insurance plan at a coverage level currently in effect for all represented employees. Represented employees must meet eligibility requirements as prescribed in the program in order for City participation to begin and be maintained.

4.4.2 The City shall pay 100% of the applicable premium, and City shall continue to pay for the dollar equivalent of 100% of the applicable premium. Coverage ends on the last day of the month of active employment.

4.5 Vision Insurance

4.5.1 The City shall continue to supply vision insurance with a fifteen (\$15) dollar deductible at a coverage level currently in effect for all represented employees. Dependent children are covered upon proof of full-time student status. Coverage ends on the last day of the month of active employment.

4.6 Life Insurance

4.6.1 The City shall continue life insurance for covered employees at fifty thousand (\$50,000) dollars.

ARTICLE V

LEAVES

5.1 Holidays

5.1.1 City holidays to be observed by represented employees shall be:

January 1st (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (President's Day)
Fourth Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve - 1/2 day (Observed last work day before Christmas)
December 25th (Christmas Day)

5.1.2 In addition, each represented employee shall have sixteen (16) hours added to his/her vacation leave total as of July 1 each year. Employees hired after July 1 will receive a prorated amount of floating holiday hours based on date of hire.

5.1.3 Represented employees in permanent part-time positions shall receive pay for City holidays on a pro-rated basis regardless of whether they are scheduled to work on the holiday or not. The prorated holiday benefit to be received shall be equal to the employee's average daily work hours, regardless of the time they would have otherwise been scheduled to work.

5.1.4 All represented employees shall be paid at time and one-half their hourly rate of pay for each hour worked on a City holiday.

5.1.5 Library Holiday Observance. Because the City Library is subject to being open to the public seven days a week, special consideration is necessary for Library Holiday Observance of City holidays. The following applies to library employees covered by this Memorandum of Understanding and has been developed in conjunction with the City, the Association and the Woodland City Library Board.

5.1.5.1 Holidays falling on a Friday or Saturday. When a City-observed holiday falls either on a Friday or Saturday, the Library will be closed both Friday and Saturday. Employees will use 8 hours of City-provided holiday time for one of the two days. For the other of the two-day observance, if not regularly scheduled off, employees will either work during their regularly scheduled day-off the following week or charge the time to vacation leave or compensatory time-off balance. In such instances, the employee will decide if he/she will work on their scheduled day off or take vacation/compensatory time-off.

5.1.5.2 Holidays falling on a Sunday or Monday. When a City-observed holiday falls either on a Sunday or Monday, the Library will be closed both Sunday and Monday. Employees will use 8 hours of City-provided holiday time for one of the two days. For the second of the two-day observance, employees will either work during their regularly scheduled day off the following week or charge the time to vacation leave or compensatory time-off balance. In such instances, the employee will decide if he/she will work on their scheduled day off or take vacation/compensatory time-off. The provision of this paragraph applies only when the Library is operating a seven-day a week schedule.

5.1.5.3 Thanksgiving Holiday. Notwithstanding the provisions of paragraph 5.1.5.1 above, the City observed Thanksgiving Holiday will be Thanksgiving Day and the Day after Thanksgiving Day. The Library will be open on the following Saturday and if on a seven day a week schedule the Library will be open the following Sunday. Overtime provisions of this MOU may apply to employees working on the Saturday and Sunday following the Thanksgiving Holidays.

5.1.5.4 Christmas Eve. As defined in paragraph 5.1.1, Christmas Eve is a half-day holiday observed the “last work day before Christmas.” Employees will be required to work only four hours, from 8:00 a.m. until 12:00 noon, of their scheduled eight-hour work day. At the discretion of the Library Director/Board, these four hours may include time that the library is open to the public.

5.2 **Vacation Leave**

5.2.1 The vacation leave earning rate for represented employees shall be as follows:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	6.7 hours
4 to 5 years	8.7 hours
6 to 10 years	11.34 hours
11 to 15 years	13.34 hours
16 to 20	15.34 hours

Over 20 years 16.67 hours

5.2.2 Vacation accumulation maximum shall be 352 hours. However, employees who had more than 304 hours of accrued vacation on February 15, 2000 shall have their vacation accumulation maximum set at the amount in their vacation bank at that time, plus three (3) months accrual. At such time as their vacation accrual is reduced to 352 hours or below, the 352-hour limit shall apply. Employees with fifteen (15) years of service or more may carry an unused balance of vacation leave or no more than four hundred (400) hours past January 1 of each year.

5.3 Payment in Lieu of Time-Off

5.3.1 Employees may cash out accrued vacation leave once they have three (3) or more years of service with the City, based on the chart below. Eligible employees may request to have accrued hours of vacation paid directly to him/her at their base rate of pay at the time of the request, in lieu of time off, providing the employee has previously taken at least up to two (2) weeks (80 hours) of vacation time off in the same calendar year and has worked the required years of service based on the chart below. **Please note:** The leave taken does not have to be consecutive.

<u>Years of Service</u>	<u>Annual Maximum Vacation Leave Cash out</u>	<u>Vacation Leave Taken</u>
0 to 3 years	0 hours	0 Hours
3 to 5 years	40 hours	40 hours
5 to 8	80 hours	80 hours
8 + years	96 hours	80 hours

Payment will be made at the straight time rate.

5.4 Sick Leave

5.4.1 Represented full-time employees earn and accumulate sick leave at the rate of eight (8) hours per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

5.4.2 Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.

5.4.3 In the event that a paid holiday occurs during a period when the employee is on sick leave, the holiday is not charged against the employee's accrued sick leave.

5.4.4 An employee eligible for sick leave is granted such leave for the following reasons:

- a. Non-service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury
- b. Medical or dental office or hospital visits for examination, diagnosis, or treatment.

c. For regular full-time employees, up to 48 hours sick leave off with pay may be granted during a calendar year in the event of illness or disability of an employee's immediate family member or the birth or adoption of a child. Regular part-time employees shall receive a pro-rated benefit based on the number of sick leave hours accrued in a six (6) month period.

5.4.5 No employee is entitled to sick leave while absent from duty on account of any of the following causes:

- a. Sickness or injury sustained while on leave of absence without pay.
- b. Sickness or injury sustained from improper employee conduct as defined in the City's Personnel Rules Section 14.2.

5.4.6 In the event an employee uses all of the sick leave the employee has accrued, the employee may have any other paid leave days the employee has accrued deducted for each day or portion thereof he/she is absent due to illness, upon the approval of the supervisor. This deduction will continue until the employee either returns to work or uses all his/her accrued leave time. With the concurrence of the department head, the supervisor may allow the employee to take a leave of absence without pay if the employee does not have any paid leave time or sick leave remaining to his/her credit.

5.4.7 Upon separation, an employee is not entitled to receive salary for unused earned sick leave. Unused earned sick leave may be used as a credit in service retirement pursuant to contract provisions with the Public Employees' Retirement System as described in the Memorandums of Understanding.

5.5 Catastrophic Illness or Injury

5.5.1 Represented employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury per the catastrophic leave policy. A catastrophic illness defined as a life threatening medical condition, by a health care provider, to a City employee or someone in their immediate family as defined by the City's personnel rules. Employees receiving donations of time from other employees must first exhaust all available vacation, compensatory time and sick leave. The City has established a separate Catastrophic Leave policy. For more specific information, please refer to the Catastrophic Leave policy.

ARTICLE VI
RETIREMENT

6.1 Retirement

6.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

6.1.2 Permanent Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

- **Tier 1:** Employees hired by the City of Woodland on or before December 4, 2012 for the 2.7%@55 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula. These members shall pay 100% of the employee's eight percent (8%) member contribution on a pre-tax basis.
- **Tier 2:** Employees hired by the City of Woodland on or after December 5, 2012 and before January 1, 2013 or who are new hires to the City of Woodland but are legacy/classic members determined by CalPERS are eligible for the 2%@60 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula. These members shall pay 100% of the employee's seven percent (7%) member contribution on a pre-tax basis.
- **Tier 3:** Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2%@62 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula. These members shall pay 50% of the normal cost as determined annually by CalPERS on a pre-tax basis.

6.1.3 Employee Cost Sharing toward Employer's Cost of CalPERS Retirement Pension Program

6.1.3.1 Pursuant to Public Employee's Retirement Law Section 20516, all represented employees will pay one percent (1%) of pensionable compensation toward the employer's share of CalPERS retirement costs, in addition to the contribution toward the employee share described in the section above.

6.1.3.2 Effective the first full pay period after July 1, 2024, all represented employees shall pay two percent (2%) of pensionable compensation toward the employer's share of CalPERS retirement costs, in addition to the contribution toward the employee share described in the section above.

6.1.4 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 20862.8.

6.1.5 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20862.8

- 6.1.6 The City shall maintain the PERS single highest year option for all employees hired before December 4, 2012. All employees hired on or after December 5, 2012, the PERS rate is based on the highest three-year average

ARTICLE VII

ASSOCIATION RIGHTS AND SECURITY

7.1 Communications

7.1.1 The Association shall have the right to reasonable use of bulletin boards and City conference rooms and other facilities, to the extent that such usage does not interfere with official City use. The Association may be charged reasonable costs in conjunction with such use, consistent with normal City policy.

7.2 Association Officers and Official Representatives

7.2.1 City employees who are official representatives or officers shall be given reasonable time off with pay to meet and confer or consult in scheduled meetings with management representatives. Association representatives designated by the Association (maximum of four) shall be granted a reasonable amount of release time for the processing of grievances. The City shall accrue no overtime or other costs resulting from the exercise of this right. Representatives shall be released to process grievances only upon authorization of their supervisor. If the supervisor is unable to release the representative for the time requested, the supervisor shall arrange a release time as soon as practicable thereafter. Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have an Association or other representative present if he/she so requests.

7.3 Access to Employees

7.3.1 Association representatives may have access to employees for purposes related to the administration of this Agreement. Representatives shall receive prior approval before entering City facilities and shall arrange visits during non-working hours. Access shall not interfere with work of the employee. Access to employees shall not be unreasonably withheld.

7.4 Association Leave

7.4.1 Elected officers of the Association shall be entitled to take leave with pay from work in order to perform Association business, but such leave shall be limited to an aggregate total of eight (8) hours per calendar month. Each employee taking such leave shall arrange a convenient time approved in advance by his/her immediate supervisor. Unused time shall not accumulate for use in future months, without prior written approval by the City's Personnel Officer.

7.4.2 Employees authorized by the Association President shall be entitled to use work time in order to prepare and distribute an Association Newsletter. Such time off shall be taken only with advance approval by the employee's immediate supervisor and the maximum time off allowed, in the aggregate, shall be ten (10) hours per month. Unused time shall not accumulate for use in future months without prior written approval by the City's Personnel Officer.

7.5 Advance Notice

7.5.1 Except in cases of emergency as provided below in this subsection the Association, if affected, 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 and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

7.5.2 In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

7.5.3 The City shall provide the Association with a copy of all job announcements. Upon hiring, the City shall provide the Association with the names of all hires within the bargaining unit.

7.5.4 The City shall notify the Association upon the commencement of any reclassification study.

7.6 New Hires

7.6.1 When a person is hired in any classification represented by the Association, the City shall notify that person that the Association is the recognized employee organization of the employees in said classification and make available to that person a copy of the current Memorandum of Understanding as well as an approved packet of information which has been supplied by the Association.

ARTICLE VIII
WORKING CONDITIONS

8.1 Rest Periods

8.1.1 Each employee shall be granted a fifteen (15) minute rest period with pay in a time and location which will be scheduled by the Supervisor approximately mid-point in first one-half of the employees regular work shift and in the second one-half of the shift. The fifteen (15) minutes shall include from the time when work stops until it resumes. The rest period is to be a recess to be proceeded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure nor may it be taken in conjunction with the lunch hour nor may it be regarded as accumulated if not taken. Rest periods shall be scheduled in such a way as to minimize disruption of the normal work period.

8.2 Training

8.2.1 To the extent practical, Unit employees will be afforded the opportunity to cross train in other departments/functions. The parties specifically acknowledge that cross-training is mutually beneficial and is encouraged.

8.2.2 Entry level unit employees will be provided reasonable job counseling as to training and experience required for advancement. To the extent practical, employees will be allowed to operate equipment on a training basis. No claim for out of classification pay shall be made when training on equipment.

8.2.3 The City will provide necessary hazardous materials training for all employees who may have contact with hazardous materials in the course of their employment.

8.3 Tools

8.3.1 In trades where the tools or equipment are normally owned by the employee, the City may require that the employee furnish his/her own hand tools. In such event, the City will provide a safe place for the storage of said tools.

8.3.2 The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by September 1 of each year.

8.3.3 The City shall fully compensate all bargaining unit employees for tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in an approved inventory and are stored in a place designated by the City.

8.3.4 The City will provide an annual tool reimbursement allowance of \$500 per fiscal year for employees in the classifications of: Senior Equipment Mechanic, Heavy Equipment Mechanic and Light Equipment Mechanic.

8.4 Work Hours for City Hall Employees

8.4.1 The work hours for employees working in City Hall shall normally be 8:00 a.m. to 5:00 p.m., unless alternative hours are established as outlined below.

8.4.2 A department head may establish alternative work schedules for employees of his/her department.

8.4.3 Any employee or group of employees desiring an alternative schedule may request, in writing, that the department establish such a schedule. Such a request shall be considered by the department head, who may accept or reject it. If such a request is denied, the department head shall explain the reasons.

8.4.4 For purposes of this section, alternative work schedules shall include, but not be limited to:

- a. Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.
- b. Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during five (5) work days at other than traditionally scheduled hours for the assigned shift.
- c. Other schedules approved by the department head.

8.4.5 Alternative work schedules may be discontinued by the department head at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of effected employees, the department head shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule.

8.5 Contracting Out

8.5.1 The City shall notify the Association of any formal consideration made by the City Council for the contracting of services presently performed by represented employees. Whenever the City contemplates contracting such services, the City shall endeavor to have the new contractor give first consideration for employment opportunities to represented employees who would be displaced from their job as a result of the contract.

8.5.2 The City retains the right to decide to contract out prior to beginning negotiations. However, the City shall negotiate the effect of contracting out with the Association prior to taking any further action to contract out.

8.6 Introduction of New Technology

8.6.1 The City agrees to meet and confer over impacts on the use of new technology. The City retains the right to change technology as needed.

8.7 Reclassification Procedures

8.7.1 Employees who believe that their job duties have materially changed to the extent that their position is no longer properly classified may request that their position be subject to a study.

8.7.2 The request shall be made to the employee's department head. The department head shall forward the request to the City Manager with his/her recommendations to the City Manager within ten (10) working days. The City Manager shall arrange, within ten (10) working days, for whatever job classification study the Manager believes is necessary and appropriate. The study shall be completed within ninety (90) working days. Any recommendations for change in the employee's classification shall be submitted to the City Council for consideration with the submittal of the fiscal year's preliminary budget.

8.7.3 If a recommendation results in the addition of a new classification to the City's Classification Plan, the City shall notify the recognized employee representative and, upon request, meet and confer regarding the salary proposed for the new classification.

8.8 Alternative Transportation Program

8.8.1 The City shall retain the existing Alternative Transportation Program only for those members of the Association who were enrolled on July 1, 2006.

8.9 Probationary Period

8.9.1 During the initial probationary period for new employees, and upon satisfactory completion of the twelve (12) month probationary period, the employee is eligible for a merit step increase. Nothing herein shall preclude the City from accelerating the award of merit step increases prior to the completion of the initial probationary period. In no event will a merit step increase be proposed at the recommendation of the supervisor, in less than 6 months and must be accompanied by a completed successfully performance evaluation. If an employee receives a merit increase prior to the completion of the initial probationary period, then the employee's timeline for consideration of the next merit step is reset. The new merit increase eligibility date will be one year from the date of increase.

Employees hired on or after July 1, 2023 may be eligible for a merit step increase upon satisfactory completion of the twelve (12) month probationary period. No acceleration of merit step increases will be permitted.

8.10 Other Working Conditions Not Set Forth Herein

8.10.1 Other working conditions not set forth herein for employees covered by this Resolution shall continue as applicable on June 30, 2023 unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

ARTICLE IX
GRIEVANCES

9.1 Grievances

9.1.1 The purpose of the Grievance Procedure is to:

- a. Afford employees a systematic means of obtaining consideration of concerns or problems.
- b. Provide that grievances are settled as near as possible to the point of origin.
- c. Provide that appeals are conducted as informally as possible.

9.1.2 Any alleged violation of this agreement or the Personnel Rules and Regulations, any alleged improper treatment of an employee, or any decision affecting an employee's employment is considered to be a matter subject to review through the grievance procedure (except as they relate to disciplinary matters as set forth in Rule 14).

9.2 Grievance Procedures

9.2.1 Step One - An attempt must be made to resolve all grievances on an informal basis between the employee and the immediate supervisor. It is the responsibility of the employee and the immediate supervisor. It is the responsibility of the employee to initiate this process within ten (10) calendar days of the date when the aggrieved action or incident became known to the employee.

9.2.2 Step Two - If the grievance is not satisfactorily resolved on an informal basis, the grievance is submitted in writing to the employee's immediate supervisor within ten (10) calendar days after the informal decision of the immediate supervisor. The supervisor must deliver his/her answer in writing to the employee within ten (10) calendar days after receiving the appeal.

9.2.3 Step Three - If the grievance is not satisfactorily resolved at the second step, the employee shall present the grievance to his/her supervisor's immediate supervisor within ten (10) calendar days after receipt of the written decision of his/her supervisor. The supervisor receiving the appeal shall render a decision, in writing, and return it to the employee within ten (10) calendar days after receiving the appeal.

9.2.4 Step Four - If the grievance is not satisfactorily resolved at the third step, it shall be submitted in writing to the department head within ten (10) calendar days after the supervisor's decision in writing to the employee within ten (10) calendar days after submission of the grievance to the department head.

9.2.5 Step Five - If the grievance is not satisfactorily resolved at the fourth step, it shall be submitted in writing to the Personnel Officer within ten (10) calendar days after the department head's answer is received. The Personnel Officer may designate a fact-finding committee, an officer not in the normal line of supervision, or the Personnel Board to investigate and provide advice concerning the

appeal. The Personnel Officer shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

9.2.6 Unit employee may request that the service of the California Mediation and Conciliation Service be used prior to the Step Five of this rule. If utilized, the mediator shall attempt to mediate a settlement to the grievance. If the grievance is not solved through the mediation, it shall then proceed to the Fifth Step. All time limits of the grievance procedure shall be waived pending completion of the mediation process. At the end of the process, time limits shall be reinstated.

9.3 Conduct of Grievance Procedure

9.3.1 Time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

9.3.2 The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal to any level of review.

9.3.3 The employee and his/her representative shall be privileged to use a reasonable amount of work time as determined by the appropriate department head or supervisor in conferring about and presenting the appeal.

9.3.4 Employee shall be assured freedom from reprisal for using the grievance procedure.

9.3.5 Grievance documents shall be filed separately from an employee's personnel file.

ARTICLE X

SAFETY

10.1 Safety

10.1.1 The City agrees to provide a place of employment which shall be safe and healthful for the employees therein and shall furnish and use safety devices and safeguards, and shall adopt and use methods and processes adequate to render such places of employment safe and healthful; and shall do every other thing necessary to protect life, health and safety of such employees. The City shall repair and maintain every place of employment as to render it safe and healthful. The term "safe and healthful" or "safety and health" as applied to employment or place of employment shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health and safety of employees.

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the employer to ensure the safety of its employees and compliance by them with the safety rules herein.

10.1.2 The City agrees that all machinery, equipment and facilities the City furnishes shall meet with all required legal standards of safety and sanitation.

10.1.3 Accident records shall be kept and maintained by the City and shall be made available on request to departmental safety committees.

ARTICLE XI

OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

11.1 Other Compensable Items Not Set Forth Herein

11.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2023 unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

**ARTICLE XII
INTEREST CARDS**

12.1 Interest Cards

12.1.1 The City shall establish a system whereby current employees may submit interest cards providing notice of their interest in transfer and/or promotional opportunities.

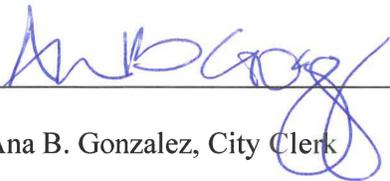
PASSED AND ADOPTED THIS 20th day of June, 2023 by the following vote:

AYES: Members Garcia-Cadena, Lansburgh, Stallard, Vega and Mayor Vicky Fernandez
NOES: None
ABSENT: None
ABSTAIN: None



Mayor

ATTEST:



Ana B. Gonzalez, City Clerk

Exhibit A
Woodland City Employee's Association

Salary Schedule
Effective July 1, 2023

RANGE	A	B	C	D	E	F
28	\$3,080.20	\$3,234.21	\$3,395.92	\$3,565.73	\$3,744.00	\$3,931.20
29	\$3,157.20	\$3,315.07	\$3,480.83	\$3,654.87	\$3,837.61	\$4,029.49
30	\$3,236.13	\$3,397.94	\$3,567.84	\$3,746.23	\$3,933.54	\$4,130.22
31	\$3,317.04	\$3,482.89	\$3,657.03	\$3,839.89	\$4,031.88	\$4,233.47
32	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31
33	\$3,484.97	\$3,659.21	\$3,842.18	\$4,034.28	\$4,236.00	\$4,447.80
34	\$3,572.10	\$3,750.70	\$3,938.23	\$4,135.14	\$4,341.91	\$4,559.00
35	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98
36	\$3,752.93	\$3,940.58	\$4,137.62	\$4,344.50	\$4,561.73	\$4,789.82
37	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54
39	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09
40	\$4,142.53	\$4,349.67	\$4,567.14	\$4,795.50	\$5,035.28	\$5,287.04
41	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21
42	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69
43	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57
44	\$4,572.58	\$4,801.21	\$5,041.27	\$5,293.34	\$5,558.01	\$5,835.91
45	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80
46	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34
47	\$4,924.17	\$5,170.38	\$5,428.90	\$5,700.34	\$5,985.37	\$6,284.63
48	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74
49	\$5,173.45	\$5,432.13	\$5,703.73	\$5,988.92	\$6,288.37	\$6,602.79
50	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85
51	\$5,435.37	\$5,707.13	\$5,992.49	\$6,292.12	\$6,606.72	\$6,937.05
52	\$5,571.25	\$5,849.81	\$6,142.30	\$6,449.42	\$6,771.89	\$7,110.48
53	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24
54	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45
55	\$5,999.62	\$6,299.61	\$6,614.58	\$6,945.31	\$7,292.57	\$7,657.20
56	\$6,149.62	\$6,457.09	\$6,779.95	\$7,118.95	\$7,474.90	\$7,848.64
57	\$6,303.36	\$6,618.52	\$6,949.45	\$7,296.92	\$7,661.76	\$8,044.85
58	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98
59	\$6,622.46	\$6,953.58	\$7,301.26	\$7,666.32	\$8,049.65	\$8,452.13
60	\$6,788.02	\$7,127.43	\$7,483.80	\$7,857.99	\$8,250.89	\$8,663.43
61	\$6,957.72	\$7,305.61	\$7,670.89	\$8,054.43	\$8,457.15	\$8,880.01
62	\$7,131.67	\$7,488.25	\$7,862.66	\$8,255.80	\$8,668.59	\$9,102.02
63	\$7,309.96	\$7,675.46	\$8,059.23	\$8,462.19	\$8,885.30	\$9,329.57
64	\$7,492.71	\$7,867.35	\$8,260.71	\$8,673.75	\$9,107.44	\$9,562.81
65	\$7,680.03	\$8,064.03	\$8,467.23	\$8,890.59	\$9,335.12	\$9,801.88
66	\$7,872.02	\$8,265.62	\$8,678.90	\$9,112.84	\$9,568.48	\$10,046.90
67	\$8,068.83	\$8,472.27	\$8,895.88	\$9,340.68	\$9,807.71	\$10,298.10

Exhibit B

Classifications Provided Uniforms at City Expense

Electrician's Assistant
Electrical / Signs & Markings Supervisor
Environmental Compliance Inspector I/II
Environmental Compliance Specialist
Equipment Service Clerk
Equipment Service Worker
Facility Maintenance Worker I/II/III
Heavy Equipment Mechanic
Industrial Electrical/Electronics Technician
Laboratory Technician I/II
Light Equipment Mechanic
Maintenance Supervisor
Maintenance Worker I/I/III/Sr.
Meter Services Technician
Park Maintenance Worker I/II/Sr.
Senior Equipment Mechanic
Senior Signs and Markings Technician
Senior Water System Operator
Signs and Markings Technician I/II
Traffic Signal / Street Lights Technician
Treatment Plant Mechanic
Tree Trimmer I/II/Sr.
Underground Service Locator
Utilities Maintenance Supervisor
Utilities Maintenance Worker I/II/III/IV/Sr. (Water and Sewer)
Water / Wastewater Instrumental Technician
Water Pollution Control O-I-T
Water Pollution Control Operator I/II/III/IV
Water Systems Operator I/II

Exhibit C
Certification Pay

Job Classification	Certification	Percentage
Equipment Services Clerk	Hazardous Waste Title 22	2.00%
Maintenance Supervisor	HAZWOPER 40 hr Cert	1.50%
Maintenance Worker I	HAZWOPER	1.50%
Maintenance Worker II	HAZWOPER 40 hr Cert	1.50%
Maintenance Worker III	HAZWOPER 40 hr Cert	1.50%
Meter Services Technician	Water Distribution Operator Grade III	2.00%
Park Maintenance Technician	Certified Pool Operator	2.00%
Park Maintenance Worker I	Certified Pool Operator	2.00%
	Qualified Applicator Cert Category B	1.50%
	Certified Playground Inspector	1.00%
Park Maintenance Worker II	Certified Pool Operator	2.00%
	Qualified Applicator Cert Category B	1.50%
	Certified Playground Inspector	1.00%
Park Maintenance Worker III	Certified Pool Operator	2.00%
	Certified Playground Inspector	1.00%
Park Supervisor	Certified Pool Operator	2.00%
Recreation Coordinator (Aquatics assignment ONLY)	Certified Pool Operator	2.00%
Recreation Supervisor (Aquatics assignment ONLY)	Certified Pool Operator	2.00%
Senior Maintenance Worker	HAZWOPER 40 hr Cert	1.50%
Senior Utilities Maintenance Worker (Collection)	HAZWOPER 40 hr Cert	1.50%
Senior Utilities Maintenance Worker (Water)	Water Distribution Operator Grade V	2.00%
Senior Water Systems Operator	Water Distribution Operator Grade V	2.00%
Tree Trimmer I	Commercial Applicator License	1.50%
Tree Trimmer II	Commercial Applicator License	1.50%
Utilities Maintenance Worker I (Water)	Water Distribution Operator Grade II	2.00%
Utilities Maintenance Worker II (Water)	Water Distribution Operator Grade III	2.00%
Utilities Maintenance Worker III (Water)	Water Distribution Operator Grade IV	2.00%
Utilities Maintenance Worker IV (Water)	Water Distribution Operator Grade V	2.00%
Utilities Maintenance Worker I (Collections)	Wastewater Collections Systems Maint Grade II (C2)	2.00%
Utilities Maintenance Worker II (Collections)	Wastewater Collections Systems Maint Grade III (C3)	2.00%
Utilities Maintenance Worker III (Collections)	Wastewater Collections Systems Maint Grade IV (C4)	2.00%
	Qualified Applicator (QAC)	1.50%
	HAZWOPER 24 hr Cert	1.50%
Utilities Maintenance Worker IV (Collections)	Qualified Applicator (QAC)	1.50%
	HAZWOPER 40 hr Cert	1.50%
Water Systems Operator I	Water Treatment Operator Grade II	2.00%
Water Systems Operator II	Water Treatment Operator Grade III	2.00%

