MEMORANDUM OF UNDERSTANDING ON WAGES, EMPLOYEE BENEFITS, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Northern California Carpenters Regional Council

I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is between the authorized representatives of the City Council of the City of Campbell, hereinafter referred to as "City," and the authorized representatives of the Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and their Affiliated Local Unions, hereinafter referred to as "Union." The City and Union have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, have freely exchanged information, opinions and proposals, and have reached agreement on all matters relating to the employment conditions and employer-employee relations of bargaining unit employees.

II. STATE LAW COMPLIANCE

This Memorandum of Understanding is entered into pursuant to the provisions of the Meyers Milias Brown Act, as contained in Section 3500 et seq. of the Government Code of the State in that the employer-employee representatives noted here did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

This Memorandum of Understanding also complies with Resolution 10016, relating to employer-employee relations, as adopted and amended by the City Council of the City of Campbell.

III. GENERAL CONDITIONS

A. Personnel Rules and Regulations

This Memorandum of Understanding does not modify or change the provisions of the Personnel Rules and Regulations of the City unless a specific reference is made herein to modify or add to the existing Personnel Rules and Regulations. The parties agree to meet and confer over changes to the Personnel Rules affecting terms and conditions of employment as required under the Meyers Milias Brown Act during the term of this Agreement.

B. Term of Understanding

This memorandum shall become effective July 1, 2015, and shall terminate at twelve o'clock midnight on June 30, 2019. Negotiations shall commence, not more than one hundred and eighty (180) days nor less than ninety (90) days prior to the 30th day of June 2019. Written notice shall be given to the other of its desire to change, modify, amend, supplement, renew, or extend this MOU. All notices required to be given to the Union shall be addressed to it at an address designated by the Union. While this MOU continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above.

C. Existing Benefits Continued

This Memorandum of Understanding does not modify existing salaries, benefits, hours, or terms and conditions of employment contained in the currently adopted Pay and Classification Plan, except as noted herein. Such benefits and terms of employment remain unmodified and shall continue in full force and effect throughout the term of this Memorandum of Understanding.

D. Recognition and Represented Classifications

The City recognizes and expressly acknowledges the Union as the exclusive representative for employees covered by this Memorandum of Understanding, to include part time and full time probationary and permanent employees. At no point shall the City utilize Temporary employees to perform work covered under this MOU, except the City may appoint Temporary employees on an "as needed" basis for work which is anticipated to be of a temporary or intermittent nature either on a full-time or part-time basis.

The job classifications represented and recognized under this MOU are as follows:

Equipment Maintenance Supervisor
Mechanic I
Mechanic II
Park Maintenance Worker I
Park Maintenance Worker II
Park Maintenance Lead Worker
Lighting & Traffic Signal Assistant
Lighting & Traffic Signal Technician
Lighting & Traffic Signal Supervisor
Street Maintenance Lead Worker
Street Maintenance Worker I
Street Maintenance Worker II
Street Maintenance Field Supervisor

E. Agency Shop Agreement

1. Duty of Fair Representation

The Union, as the exclusive representative, has the duty to provide fair and non-discriminatory representation to all workers covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

2. Options Available to Workers

All workers covered by this MOU shall, within thirty (30) days of the date upon which said worker was formally hired by the City as a bargaining unit worker, as a condition of regular employment either:

(1) Become and remain a member of the Union;

(2) Pay to the Union, through payroll deduction, an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which shall be less than the monthly dues made during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or,

(3) Present to the Union and the Director of Finance a written declaration that the worker is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and pay a sum equal to the agency fee described in (2) above to one of the following:

A. The American Cancer Society;
B. The American Heart Association;
C. The Sickle Cell Anemia Research and Education, Inc. (SCARE); or
D. Any charity jointly agreed upon by the City and the Union. Such charities cannot be affiliated in any manner with the Union, nor can such charity be related to an established religious organization.

Exceptions

Part-time, permanent, non-exempt bargaining unit workers shall pay a pro-rated agency fee on the basis of said worker's annual salary as compared with the same annual salary for a comparable full time worker. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues, agency fee or charity fee required in this Article, no such deduction shall be made for the current pay period.

Inactivity and Reinstatement

The provisions above shall not apply during periods that a worker is separated from the bargaining unit, but shall be reinstated upon the return of the worker to the bargaining unit. For the purpose of this Section, the term "separation" includes transfer out of the bargaining unit, layoff, termination and leave of absence without pay.

Compliance

Workers may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established union dues, agency fee, or charity fee as defined in above, subject to the conditions set forth elsewhere in this Memorandum of Understanding for payroll deductions. Upon voluntary authorization duly completed and executed, the City will deduct from the pay of union members and pay to the Union bi-weekly, the normal and regular monthly union dues, agency fee, or charity fee. In the event that a regular worker who is not exempted from payment under the above language does not voluntarily sign and deliver to the City an authorization to deduct union dues, agency fee, or charity fee, within thirty (30) days of the date on which the worker was formally hired by the City as a bargaining unit worker, the City shall deduct from the pay of the worker and pay to the Union bi-weekly the normal and regular monthly agency fee without the approval of the worker. All transmittal checks to the Union will be accompanied by documentation which includes the worker's name, gross pay, job title, department, hire date, dues or fee deduction amount, and membership status (member, agency fee or charity fee). The City will hand out to new workers payroll deduction authorization forms and membership applications, which the Union will supply to the City.

Hold Harmless

The Union will indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of the application of or implementation of any provision of this section.

F. Use of Bulletin Boards

The Union may use portions of City bulletin boards under the following conditions:

a. All material must be dated and identify the publishing organization.

b. If an employee organization desires to install a bulletin board, the City reserves the right to determine where such bulletin board shall be placed.

c. If the Union does not abide by these conditions, it will forfeit its rights to have materials posted on City bulletin boards.

G. Stewards

The Union agrees to notify the City of the identity of its Stewards. One Steward will be designated in each department or separate physical work location. An employee and union steward may take official City time without loss of compensation in order to participate in the investigation and processing of a grievance. Total employee time in the bargaining unit spent on the investigation and processing of a grievance will not exceed five (5) hours per week, and no individual employee will spend more than two (2) hours per week of City time on the investigation and processing of a grievance. The Union will provide a monthly reporting to the Director of Human Resources of all names and time used by week by employee representatives during work hours.

H. City Rights

It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control operations to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, will be limited only by the terms of this Agreement, to the extent such specific and express terms are in conformance with law.

IV. COMPENSATION

A. Salary

1. On the first pay period including July 1, 2015, 2016, 2017 and 2018, the specific salaries for City employee classifications represented by the Union shall be increased based on the increase to the CPI, with a minimum increase of 1.0% and a maximum increase of 3.0%. The Consumer Price Index (CPI) based increases provided for above, will be based on the change measured to the CPI-W (urban wage earners and clerical workers) San Francisco-Oakland- San Jose index for the prior twelve (12) month period, October to October.

B. Merit Salary Increases

A performance evaluation must accompany any and all merit salary increases. Merit salary increases provide for advancement through the steps of a salary range, based on satisfactory job performance, on an annual basis, or as required for probationary employees. Such increases shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by recommendations of his supervising official, length of service, performance record, special training undertaken, or other pertinent evidence, within the advancement policy established by the pay plan. Employees hired or placed at the "A" step following transfer, promotion, demotion, reclassification or for any other reason shall be eligible for a merit salary increase on qualifying for permanent status or after six months of satisfactory service, whichever comes first. Employees hired or placed above the "A" step shall not be eligible for a merit salary increase until one year from such initial action whether by hire, transfer, promotion, demotion, reclassification or other reason.

C. Benefit Cost Adjustments

For the term of this contract:

The City will be responsible for the increase to the PERS employer contribution rate on the PERS plan.

The City will provide Division 0002 dental coverage, including an annual maximum per patient benefit of $2,500, and orthodontia coverage with a $2,500 per patient lifetime. The City will be responsible for any increase in monthly contribution to provide the current dental plan.

The City will be responsible for any increase to the monthly Employee Assistance Program cost.

The City will be responsible for any increase in the life insurance monthly cost.

The City will be responsible for any increase in the current long term disability plan.

The City will be responsible for any increase in the current vision plan.

D. Health and Welfare Benefits

Health Insurance Benefit Program

The City will provide a maximum of the minimum employer contribution required under PEMHCA per month for health insurance (2016: $125; 2017: TBD; 2018: TBD; 2019: TBD).

The City will continue to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees with medical insurance benefits.

The City's maximum monthly contribution for each eligible active employee for the purchase of medical insurance will be equal to the minimum monthly employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

Cafeteria Plan Allowance

The City will provide an amount per month for a Cafeteria Plan Allowance in an additional Section 125 allotment for health and other optional benefits. Any unused portion of the City's cafeteria plan allowance contribution will be rebated to the employee.

The current monthly cafeteria plan allowance is based on level of coverage, as follows:

Cash back maximum opt out of City medical coverage: $1,327 (up to employee only coverage if any amount in excess of $1,327 is contributing to the flexible spending account).

Employee only coverage:	$1,435	(+$122 to CalPERS = $1,557 total)
Employee plus one:	$1,435	(+$122 to CalPERS = $1,557 total)
Employee plus family:	$1,455	(+$122 to CalPERS = $1,577 total)

Effective January 2016, 2017, 2018 and 2019, the City will provide an additional $50 per month to the health / cafeteria plan contribution, in addition to any increase to PEMHCA minimum employer contribution. The cash back maximum will remain at $1,327.

E. Second Tier Pension

Effective March 7, 2011, new full-time employees hired will be eligible for the 2% @ 60 pension formula, calculated on the average of the three highest years, and will pay the full employee contribution required by CalPERS. Miscellaneous employees hired before amendment to contract will maintain the 2.5% at 55 retirement benefit.

F. Tuition Reimbursement

The City will continue the tuition reimbursement program as specified in Personnel Rules and Regulations Section 18.3.A, with a maximum reimbursement of $3000 per year.

Carpenter members will be able to use tuition reimbursement money to attend relevant work-related training that is approved by management. Reimbursement will include tuition and class participation materials only.

Employees represented by Carpenters may utilize tuition reimbursement for examination fees and related review course fees if pursuing job related certification programs.

G. Deferred Compensation

The City will continue to contribute $20 per pay period to each full time employee's ICMA Deferred Compensation account. The contribution for permanent part time employees will be prorated accordingly.

H. Retiree Award Program

The City will continue the existing Retiree Award Program continuing the following criteria and features:

- Minimum retirement age of 50 and retired from the City of Campbell with at least 17 years of service with the City of Campbell.

- Bills must be submitted to the City in January and July of each year for reimbursement for the prior six months' costs.
- Award will not exceed cost for medical coverage for the retiree only (not dependents) on a reimbursement basis as follows:
- The maximum reimbursement is $300 per month. All other provisions of the Retiree Award Program will remain unchanged.

I. Uniform Allowance

The City will continue to provide a uniform allowance of $750 per year to the following classifications:

Park Maintenance Lead Worker	Street Maintenance Lead Worker
Park Maintenance Worker I	Street Maintenance Worker I
Park Maintenance Worker II	Street Maintenance Worker II
Lighting/Traffic Signal Assistant	Lighting/Traffic Signal Technician
Lighting/Traffic Signal Supervisor	Street Maintenance Field Spvsr

The City will continue to provide a uniform allowance of $360 per year for the following classifications:

Equipment Maintenance Supervisor
Mechanic II
Mechanic I

Uniform Allowance payments will be made once each fiscal year (in July).

J. Bilingual Pay

Represented employees who are certified to have a working level of competence in languages other than English, and are required to regularly converse with members of the Campbell community in a language other than English, will receive an additional $75 per pay period as Bilingual Pay.

In order to be eligible for Bilingual Pay, the Department Head must certify that the employee regularly has a need to use his/her bilingual skills in communicating with members of the community. Additionally, the employee must pass a certification test completed by a trained professional.

K. Vacation Leave

1. Purpose of Annual Vacation Leave: The purpose of annual vacation leave is to enable each eligible employee to return to his work mentally refreshed. All employees shall be entitled to annual vacation leave with pay except the following:

a. Employees who work on a provisional basis, temporary basis, and all employees who work less than 1040 hours a year.

2. Vacation Accrual Rates: All employees in miscellaneous, safety and permanent part-time positions shall earn vacation credits as follows:

a. Miscellaneous and Safety Employees with a 40-Hour Workweek:

Years of Service (uninterrupted)	Hours Accrued Per Pay Period
Start of year 1 through completion of year 4:	3.38 (11 days)
Start of year 5 through completion of year 10:	4.92 (16 days)
Start of year 11 through completion of year 15:	5.85 (19 days)
Start of year 16 and thereafter	6.46 (21 days)

When establishing increased accrual dates, time in the military service shall not be interpreted as an interruption of service with the City.

b. Permanent Part-time Employees: Eligible employees in permanent part-time positions which are budgeted on a one-half time basis or greater shall be credited vacation on a prorated basis.

3. Use of Vacation: In order to be eligible for full annual vacation, each employee shall be required to serve the equivalent of one year of continuous service with the City. After six months of continuous service, however, each employee shall be permitted to take vacation leave not to exceed one-half of the year's allocation.

a. Use of Vacation in Lieu of Sick Leave: Accrued vacation leave may be used in lieu of sick leave, when the accrued sick leave of an employee is not enough to provide leave with pay during an illness. Such use of vacation time as sick leave shall be computed on the basis of one sick day leave equaling one working day of vacation.

4. Vacation Scheduling, Retention of Unused Vacation, and Payout of Vacation Hours: The times during a calendar year at which an employee may take his vacation shall be determined by the department head with due regard for the wishes of the employee, and particular regard for the needs of the service. Employees will be permitted to schedule accrued vacation time no more than six (6) months in advance. All scheduling conflicts within the bargaining unit will be settled by a coin toss.

If the requirements of the service are such that an employee cannot take part or all of this annual vacation in a particular calendar year, such vacation either shall be taken during the following calendar year, or paid for at the discretion of the appointing power, subject to the approval of additional funds by the City Manager. In those years where it is impractical for classified non-management personnel to schedule a vacation, the vacation as of December 31st each year may be retained as follows:

Accrual Rate Per Pay Period for Employees on a 40-hour Workweek	Number of Hours Retainable
3.38 hours	192
4.92 hours	232
5.85 hours	272
6.46 hours	304

Vacation hours which exceed the number of hours retainable on the last day of the pay period that contains December 31 each year will be paid out during the following February.

In the case of employees who work a 40-hour week, when one or more holidays fall within an annual vacation leave such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

2. Vacation Pay on Separation:

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination; however, employees retiring from the City under the PERS Retirement Plan shall have the option to use the maximum amount of the employee vacation accrual allowance prior to established retirement date providing this is not in excess of 60 working days; or to take a lump sum payoff. Payroll checks issued to employees using accrued vacation prior to retirement would be subject to normal deductions.

a. Vacation Pay on Separation - Probationary Period: When an employee separates from service with the City during the first six months of his probationary period of employment, he shall receive vacation pay for the hours of vacation accrued to the time of separation.

L. Holidays

The holidays to be observed by the City are as follows:

- January 1st - New Year's Day
- Third Monday in January - Martin Luther King, Jr. Day
- Third Monday in February - Washington's Birthday
- Last Monday in May - Memorial Day
- July 4th - Independence Day
- First Monday in September - Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- December 24th - Christmas Eve (4 hours)
- December 25th - Christmas Day

Floating Holidays -The calendar year entitlement is five (5) days. New employees receive the appropriate prorated portion of this entitlement upon hire.

Every day proclaimed by the Campbell City Council as a holiday.

Holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday.

Permanent, probationary, and permanent part-time employees in the classified non-management service, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interest of the public health, safety, or general welfare. In the case of the latter event, any such employee shall be entitled to overtime or compensatory time off as provided for in this MOU.

Floating Holiday Usage Rules and Exceptions

Floating Holidays must be used during the calendar year in which they are granted, and may be utilized in conjunction with annual vacation leave. For these purposes, the beginning of the calendar year means the first day of the first pay period that begins in January and the last day of the calendar year means the last day of the pay period that contains December 31st. All Floating Holiday leave time must be scheduled with the employee's supervisor at least 24 hours in advance and cannot be disruptive of departmental operations.

Floating Holiday time shall have no monetary value upon termination of employment unless a terminating employee has taken more than the proportionate share to which he/she is entitled prior to the termination date. The formula for determining the proportionate amount of Floating Holidays remaining in a calendar year shall be one Floating Holiday for each three months remaining in the calendar year. The value of a Floating Holiday shall be the same as one day of vacation, and if used but not earned, it will be adjusted for on the employee's closing check.

M. Overtime

Overtime shall be defined as that time authorized and actually worked by an employee in excess of normal weekly hours as prescribed in 16.19 of Personnel Rules and Regulations. Except in emergency situations as authorized by the City Council, management employees are not eligible for overtime benefits. Classified non-management employees shall be compensated for overtime according to the following rules and regulations.

At the discretion of the department head, overtime will be compensated by time and one-half pay or time and one-half compensatory time under the following conditions:

1. Overtime work is ordered or authorized by the eligible employee's department head.

2. Eligible classified non-management employees who are called back to work by their immediate supervisor shall be granted the following minimum paid overtime or compensatory time.

Public Works non-management maintenance personnel: 3 hours paid @ time and one-half OR 4-1/2 hours compensatory time. In addition, if the non-management Public Works maintenance employee is contacted by his/her supervisor prior to the beginning of his/her normal work day

and the non-management Public Works maintenance employee is not on the City Service Center premises, the call back provision will apply.

Other miscellaneous non-management personnel: 3 hours paid @ time and one-half OR 4-1/2 hours compensatory time.

3. Eligible non-management employees who are required to attend scheduled training sessions, staff meetings, or seminars which require time beyond the normal day or week, as defined in this MOU, shall be compensated with time off or pay in accordance with this MOU.

4. Overtime pay shall not begin until the eligible employee has worked the hours required for his basic workweek, as set forth in 16.19 of the Rules and Regulations. All authorized paid leave time taken shall be credited as part of the basic workweek except that hours not worked, at the employee's option, where those hours are charged to compensatory time off, during the employee's 40-hour workweek and extra hours worked during that same period, totaling 40 hours, will be considered to be flexible scheduling within that workweek, and no compensatory time will be granted.

N. Compensatory Time

At the discretion of the department head, compensatory time shall be granted. Such compensatory time is to be on a time and one-half basis except as provided for in Section 17.0 of the Rules and Regulations, and will be governed by the following provisions.

1. Compensatory time earned by an employee who is required to work in excess of the normal workweek shall be recorded in actual hours worked on the employee's timecard and submitted to the Finance Department.

2. The maximum accumulation of compensatory time is as follows:

a.) For employees represented by the Union, compensatory time shall not be allowed to accumulate in excess of 75 hours.

b.) Employees represented by the Union shall not be allowed to accumulate in excess of hours as stated above. Any compensation time earned exceeding maximum accrual hours will be paid in cash at the rate of time and one-half. An employee may exercise his/her option two times each calendar year to convert any or all accumulated compensatory time to cash.

3. Use of compensatory time must be scheduled at least 24 hours in advance with the employee's supervisor and recorded on the employee's timecard for submission to the Finance Department.

4. If possible, arrangements will be made to allow employees to use accrued compensatory time prior to termination. Otherwise, accrued comp time shall be paid off upon termination in accordance with section 553.21 of the Fair Labor Standards Act.

O. Working Out-of-Class Pay

Public Works Maintenance Division Non-management Personnel: Employees required to serve in an acting capacity in the higher classification of Lead Worker shall receive an additional $25 per day. Acting pay for the Lead Worker class will be provided for assignments of four (4) or more hours. Written authorization to work in a higher classification will be required. Such written authorization shall be provided to the employee upon commencement of the assignment.

Employees required to serve in an acting capacity in the higher classifications of Park Maintenance Supervisor, Street Maintenance Supervisor, Equipment Maintenance Supervisor, Senior Lighting and Traffic Signal Technician shall receive an additional $30 per day for assignments of 4 hours or more and for Public Works Superintendent working 8 hours or more shall receive $35 per day.

P. Standby Pay

Public Works Non-management Maintenance, Mechanic and Traffic/Lighting Personnel: Standby assignments outside the regular work schedule shall first be made on a rotating voluntary basis. In the absence of volunteers, the Public Works Superintendent will designate standby assignments. During the normal work week, if the need for standby is known, standby assignments will be made for the period of time from the end of the employee's normal work day until the employee's normal start time the following day. If the need for standby assignments is known by the end of the work day on a Friday, such standby assignments will be made for the following time periods:

- End of work day Friday to 8:00 a.m. Saturday
- 8:01 a.m. Saturday to 8:00 a.m. Sunday
- 8:01 a.m. Sunday to beginning of work day Monday

If the need for standby is expected for part of the weekend, but not the entire weekend, only that portion needed will be assigned in advance. If an upcoming assigned standby shift is no longer needed, the employee assigned to that shift will be notified no less than eight (8) hours in advance. In order to be eligible for standby assignments, employees must reside, or secure accommodation for the duration of the assignment, at a location that is no more than thirty (30) minutes travel time from the City's Service Center.

Standby pay shall be compensated at the rate of six (6) hours of straight time for every 24 hours of Standby assignment. Call out of employees on standby assignments shall be compensated at the regular overtime rate for hours worked in addition to the standby pay. The City may provide a vehicle to employees on standby assignment. A temporary employee shall not perform any call back, standby, or overtime work unless such work has been offered and refused by all probationary or permanent employees who may be available at the time such work is offered. A probationary or permanent employee shall be considered unavailable if:

a. The employee is on leave of absence, or
b. The employee fails to answer the phone when contacted by the supervisor.

Q. Meal Allowance

Public Works maintenance, non-management employees covered under this MOU will receive a meal allowance of $9.00 when required by a supervisor to work a three (3) hour or longer extension of the normal shift. Employees working such a shift extension shall schedule their meal breaks in a manner that is least disruptive to the work being performed during the shift extension, and meal breaks will not exceed fifteen minutes. Payment will be made through the City payroll system, following the appropriate entry on the employee's timecard.

R. Employee Certifications

Any employee who has obtained a Qualified Applicator Certification shall receive an additional $25 per pay period.

Any employee who has become a Certified Arborist shall be paid an additional $50 per pay period.

S. Survey Agencies

Comparable salary and benefit data is gathered from Campbell's survey agencies to determine how Campbell benchmark classifications compare with comparable positions in our survey agencies.

Survey Agencies

Cupertino
Gilroy
Los Altos
Los Gatos
Milpitas
Morgan Hill
Mountain View
Palo Alto
Santa Clara
Saratoga
Sunnyvale

III. OTHER PROVISIONS

A. Tools

The City and the Union have agreed on the list below of required tools to be provided by each Mechanic employed by the City. The City will replace or repair required, mechanic-provided hand tools and any additional hand tools provided by the mechanic which are stolen and/or damaged as a result of negligence caused by someone other than the Mechanic (tool owner), provided the individual mechanic has supplied his or her immediate supervisor with a complete inventory of all additional tools and the supervisor has approved, in advance and in writing, the

use of such tools. In the event of theft or damage, the Mechanic will provide his or her supervisor with a written, detailed account of the incident.

MINIMUM REQUIRED TOOL LIST

1/4 SOCKET SETS
(6mm, 7mm, 8mm, 9mm,10mm,11mm,12mm,13mm) shallow and deep 6 point
(1/4, 5/16, 3/8, 7/16,1/2) shallow and deep 6 point
1/4 WOBBLE SOCKETS, shallow
(6mm,7mm,8mm,9mm,10mm,11mm,12mm,13mm) 6 point
(1/4, 5/16, 3/8, 7/16,1/2) 6 point
1/4 DRIVE EXTENSION SET (1 ¼, 2, 4, 6")
1/4 DRIVE RATCHET (1 regular, and 1 flexible)

3/8 DRIVE SOCKET SETS
(10mm,11mm,12mm,13mm,14mm,15mm,16mm,17mm,18mm,19mm) shallow and deep, 6 point
(5/16,3/8,7/16,1/2,9/16,5/8,11/16,3/4) shallow and deep, 6 point
3/8 EXTENSION SET (1 1/2, 2, 4, 6, 3,11")
3/8 WOBBLE SOCKETS shallow
(10mm,11mm,12mm,13mm,14mm,15mm,16mm,17mm,18mm,19mm) 6point
(5/16, 3/8, 7/16,1/2,9/16,5/8,11/16,3/4) 6 point
3/8 ALLEN WRENCH SOCKETS
(4mm,5mm,5.5mm, 6mm, 8mm,10mm)
(3/16",7/32",1/4",5/16",3/8")

3/8 DRIVE RATCHET (straight and flexible)

1/2 DRIVE SOCKET SET
(10mm,11mm,12mm,13mm,14mm,15mm,16mm,17mm,18mm,19mm,20mm,21mm,22mm,23mm,24mm) shallow and deep, 6 point
(5/16,3/8,7/16,1/2,9/16,5/8,11/16,3/4,13/16,7/8,15/16,1") shallow and deep, 6 point
1/2 DRIVE EXTENSION SET (2. 3 ½, 5, 11")
1/2 DRIVE RATCHET (straight and Flexible)
1/2 BREAKER BAR 24"

SPARK PLUG SOCKETS
5/8 STANDARD SOCKET
5/8 WOBBLE SOCKET
5/8 DEEP
13/16 STANDARD
13/16 DEEP
13/16 WOBBLE

ALLEN WRENCH SOCKETS
(4mm,5mm,5.5mm, 6mm, 8mm,10mm)
(3/16", 7/32", 1/4", 5/16", and 3/8")

TORX SOCKETS SET
(T-15,T-20,T-25,T-27,T-30,T-35,T-40,T-45,T-47,T-50,T-55)

WRENCH SETS
COMBINATION WRENCHES, STUBBY
(1/4,5/16,3/8,7/16,1/2,9/16,5/8,11/16,3/4,13/16,7/8,15/16,1")
(8mm,9mm,10mm,11mm,12mm,13mm,14mm,15mm,16mm,17mm,18mm,19mm, 20mm,21mm)
COMBINATION WRENCHES, REGULAR
(1/4,5/16,3/8,7/16,1/2,9/16,5/8,11/16,3/4,13/16,7/8,15/16,1")
(8mm,9mm,10mm,11mm,12mm,13mm,14mm,15mm,16mm,17mm,18mm,19mm, 20mm,21mm)
COMBINATION WRENCHES, LONG
(1/4,5/16,3/8,7/16,1/2,9/16,5/8,11/16,3/4,13/16,7/8,15/16,1")
(8mm,9mm,10mm,11mm,12mm,13mm,14mm,15mm,16mm,17mm,18mm,19mm, 20mm,21mm)
ALLEN WRENCH
(2mm,2.5mm,3mm 4mm,5mm, 6mm 8mm,10mm)
(1/8, 5/32,3/16,7/32,1/4,5/16,3/8)

PLIERS
REG PLIERS
NEEDLE NOSE PLIERS (short and long)
VICE GRIP PLIERS (small, medium and large)
NEEDLE NOSE VICE PLIERS
CHANNEL LOCK (small, medium and large)
WIRE CUTTER
WIRE STRIPPER
BUTT CONNECTOR PLIERS
SNAP RING PLIERS INNER AND OUTER (small, medium and large)

SCREW DRIVERS
PHILLIPS #1, # 2 and # 3 (stubby, medium and large)
STRAIGHT BLADE 1/8,1/4, and 5/8" (stubby medium and large)

PRY BAR
Straight (small, medium and large)
Curved (small, medium and large)

PUNCH AND CHISEL SET
round punches short handle (small, medium and large)
round punches long handle (small, medium and large)
Chisels short handle (small, medium and large)
Chisels long handle (small, medium and large)

HAMMERS
Ball peen, (small, medium and large)
Dead Blow (small, medium and large)
Rubber mallet
FEELER GAUGE SET

Roll around tool cabinet capable of holding all required tools

The City shall provide and maintain all power tools including but not limited to any and all tools powered by electricity, pneumatic or tools requiring compressed gas or air for operation. All taps

and dies, presses, slide hammers, meters and or gages, and any battery operated tools, as well as any oversized and specialty tools as may be needed for the worker to perform his or her required duties.

B. Probationary Period

1. Objective of Probationary Period: The probationary period shall be considered a part of the testing process for appointments to permanent full and part-time positions, and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee in the new position. If a probationary employee is off work, for any reason, for more than 4 consecutive weeks, the employee's probationary period will be extended accordingly.

2. Probationary Period--Non-management Positions: All original appointments shall be tentative and subject to a probationary period. The following non-management classifications shall serve probationary period as outlined below:

a. Employees represented by the Union shall serve a probationary period of not less than twelve months of service.

All promotional appointments shall be tentative, and subject to a probationary period of not less than six months of service.

The appointing power may, after conferring with the Union establish a longer probationary period for original and promotional appointments for specific classes. The Personnel Officer and the probationer shall be notified two weeks prior to the termination of any probationary period as to whether or not the services of the probationary employee have been satisfactory. If satisfactory, the employee shall receive a permanent appointment and if unsatisfactory, the employee shall be rejected unless an extension of the probationary period (A.3) is requested by management.

3. Extension of Probationary Period: The Personnel Officer may grant an extension of the probationary period, if the probationary employee has been absent from his/her job for a consecutive period of four weeks or more. If extended, the probationary period will be extended an amount of time equal to the length of absence.

4. Rejection of Probationer: During the probationary period of an original appointment, an employee may be rejected at any time by the appointing power without cause and without the right of appeal or to file a grievance. Notification of rejection in writing shall be served on the probationer and a copy filed with the Personnel Officer.

5. Rejection Following Promotion: Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period, by reason of failure of the appointing power to file a statement that his/her services have been satisfactory, shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is discharged in the manner provided in the Personnel Ordinance and these rules.

C. Reduction in Force

1. Purpose: To establish layoff procedures to be implemented when the City determines that a reduction in force is to be accomplished in City departments, because of a change in duties or organization, abolition of position(s), shortage of work or funds, or the completion of work.

2. Order of Layoff: When one or more employees in the same classification in a City department are to be laid off, the order of layoff shall be as follows:

1. Temporary employees in inverse order of seniority.
2. Provisional workers in inverse order of seniority.
3. Probationary workers in inverse order of seniority.
4. Permanent workers in inverse order of seniority.

Should two or more employees in the same classification, with the same status (1, 2, or 3 above) have equal seniority, the order of layoff shall be determined by superiority in performance as documented on the employee's performance evaluation(s). If there are no performance evaluations, or such evaluations are essentially equal, the order of layoff shall be in inverse order of ranking on the employment list, as defined by the City's Personnel Rules.

3. Seniority Defined: Length of paid employment with the City of Campbell in a regular classification(s) in position(s) with permanent status. Seniority shall be retained but not accrued during any period of leave without pay. Time served as a probationary employee in a regular classification(s) in permanent position(s) shall be included in determining seniority.

Time spent serving in an acting capacity in a higher classification, following a formal appointment approved by the City Manager's Office, shall be counted when determining seniority should the employee later be permanently appointed to that higher classification. To count as time "in class," the acting appointment must have been on a full-time, continual basis for a minimum of three (3) months, and must have had a salary differential paid for the term of the assignment.

4. Notification: Employees to be laid off shall be given written notification of such action (including a copy of this section of the Personnel Rules and Regulations). Whenever possible, such notification shall be given a minimum of twenty (20) working days prior to the effective date of the layoff. Upon request, an employee so notified shall have the opportunity to meet with City representatives to discuss the circumstances requiring the layoff.

5. Reassignment in Lieu of Layoff: Within five (5) working days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the following options:

a. Vacancies: An employee shall be allowed to transfer to a vacant position either in the same classification, or in a lateral or lower classification in which the employee has held permanent status in the same or a different department. The requirement that the employee(s) have held permanent status in that classification may be waived if the appointing power certifies that the employee has the necessary education, experience and training for that position.

b. Displacement: An employee shall be allowed to return to (a) a lateral or lower classification in his/her current department providing the employee previously held permanent status in that classification, or (b) a lateral or lower classification in another department in which the employee previously held permanent status, providing that the employee served no less than six (6) months in that department. In both (a) and (b), the employee must have more seniority (in that and higher classification(s)) than the least senior employee in that classification in the department in question.

The employee shall only have the right to displace if there are no vacancies that the employee is qualified to fill at the same or a higher level than the highest level which that employee is qualified to fill through displacement. Such reassignments are only permissible if the employee is fully qualified, trained and capable of performing all work in the new position/classification as determined by the appointing power. If the appointing power determines that the employee is not fully qualified, trained and capable of performing all the work in the new position/classification, the reasons for such a determination shall be provided in writing to the employee, who shall be given the opportunity to respond to these reasons.

6. Exceptions: Notwithstanding the foregoing, if the appointing power determines that the public interest will not be served by application of the preceding criteria, the appointing power may lay off out of seniority order on the basis of a clearly demonstrable superiority in performance and/or qualifications. In such a case, the appointing power shall notify the employee to be laid off, in writing, specifying the basis for such a determination.

7. Reemployment: The names of employees laid off in accordance with provisions of this section shall be placed on a reemployment list if their services have been satisfactory. Names shall be placed on a classifications reemployment list in order of seniority. In the event that a person on layoff declines reemployment to a vacant position or cannot be contacted through telephone and certified mail within fifteen (15) working days, such persons' names shall be removed from the reemployment list. A reemployment list will remain in effect for two (2) years unless specifically extended, or sooner exhausted. Upon reinstatement an employee will be eligible for all benefits acquired by the employee prior to the layoff, including prior sick leave accruals (providing the employee did not receive cash payment in lieu of same), vacation accrual rate and seniority. Upon reemployment from the reemployment list to the same job class from which the employee was laid off, the employee will be reinstated at the same salary step held prior to the layoff. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

8. Appeals: Interpretations of the provisions of this section may be appealed through the grievance procedure in Section 20.0 of the Personnel Rules and Regulations. Such grievances must be filed within five (5) days of notification of the proposed action. For the purpose of appealing interpretations of this section, the steps in the grievance procedure prior to the meeting with the City Manager shall be deleted. The filing of a grievance shall not prevent the City from implementing the layoff pending final resolution of the grievance. The reasons or necessity for the layoff shall not be subject to the grievance procedure or appeal.

9. Assistance to Laid-off Employees:

a. During the notification period, the City will provide a reasonable amount of paid time off--as approved by the Department Head so as not to be disruptive to departmental operations--for the employee to seek other employment.

b. The City's Personnel Services Division will provide in-house assistance in the areas of resume preparation and typing, benefit counseling, and public sector job vacancy information.

D. Grievance Procedures

1. Purpose of Rules:
   a. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

   b. To afford employees individually or through recognized employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.

   c. To provide that grievances shall be settled as near as possible to the point of origin.

   d. To provide that appeals shall be conducted as informally as possible.

2. Definition, Scope and Right to File: A grievance is defined as any dispute involving the interpretation, application or alleged violation of:

   a. A current Memorandum of Understanding between the City and a recognized employee organization.

   b. The City's Personnel Rules and Regulations where the provision in dispute is within the scope of representation excluding, however, any provision that specifically provides that the decision of the City Manager or other City Official shall be final. *("excluding" language not applicable to this bargaining unit).*

   c. Administrative policies and procedures of the City regarding personnel matters where the procedure or policy in dispute concerns a matter within the scope of representation.

   d. Disciplinary procedures excluding discharge.

Where any of the aforementioned provisions or policies prescribes a separate appeal procedure, they shall be excluded from the procedure contained herein.

3. Grievance Steps

Step 1: An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five working days of the occurrence of the act which is the basis for the dispute. If the employee and the immediate supervisor are unable to resolve the grievance at this step within five (5) working days of the date the grievance is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance to his/her department head (see Step 2) which shall contain the following information:

a. The name and job classification of the grievant.
b. Grievant's department and specific work site.
c. The name of the grievant's immediate supervisor.

d. A statement of the nature of the grievance including date and place of occurrence.
e. The specific provision, policy or procedure alleged to have been violated.
f. The remedies sought by the grievant.
g. The name of the individual or organization designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than that which formally represents the position occupied by the grievant be designated as the grievant's representative.
h. The signature of the grievant.
i. The date of the execution of the grievance form.

A standard grievance form shall be available through the City Manager's Office.

If mutually agreed by the department head and the employee, the department head may hold an informal meeting re the grievance prior to the submittal of the formal grievance form. If this informal meeting does not resolve the grievance, the employee will be required to submit a formal grievance form to the department head for the department head's formal decision.

Step 2: An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance in the manner provided above to his/her department head within seven (7) working days from the date of the immediate supervisor's decision. The department head shall respond to the grievance in writing within ten (10) working days from the date of its receipt. At the discretion of the department head the grievance may be referred to a subordinate manager above the level of the supervisor.

Step 3: If the employee is dissatisfied with the decision of the department head in Step 2, he/she may submit the grievance to the City Manager within ten (10) working days from receipt of the department head's response. The City Manager, or his designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period, the City Manager, at his discretion, may conduct an informal hearing involving the parties to the dispute.

Step 4: If the employee is dissatisfied with the decision of the City Manager, he/she may submit the grievance to the Employee Conciliation Committee within ten (10) working days of the receipt of the City Manager's decision.

The Committee shall consist of three (3) members, one of whom shall be selected by the grievant and one by the Municipal Employee Relations Officer. Where such members are other than City employees, they shall serve without compensation and without the City bearing any obligation to reimburse the member's employer for lost time.

The third member and chairperson of the Committee shall be a representative from the State Mediation and Conciliation Service, or an individual acceptable to the Municipal Employee Relations Officer and the grievant. An individual, other than a State representative, chosen by the parties shall be knowledgeable in public sector relations and may be chosen from any source reasonably likely to produce such an individual, including but not limited to a labor organization or management organization. Any costs incurred through the obtaining the services of the chairperson shall be equally shared between the City and the grievant or his/her employee organization.

The Committee shall conduct a hearing on the grievance within thirty (30) calendar days from the date the grievance is filed at this step and shall render its decision within fifteen (15) working days from the conclusion of the hearing. The majority decision of the Committee shall be final and binding and shall only be subject to ratification by the City Council if said decision mandates an unbudgeted expenditure.

All hearings shall be conducted in an expeditious manner, with the chairperson retaining final authority to rule on procedural matters or other points which affect the length and conduct of the hearing. Court reporters and post-hearing briefs shall only be utilized upon joint agreement between the grievant and the City and shall not serve to delay the Committee's decision beyond the prescribed time limits, except by mutual agreement.

4. General Conditions for All Grievances:

- Any time limit set forth in Section K may be extended by written agreement between the parties.

- A representative of the recognized employee organization which has been formally extended bargaining rights for the grievant's position shall be entitled to be present at any hearing held in conjunction with Steps 3 and 4 of this Grievance Procedure. In addition, at the request of the employee, the above mentioned representative shall be entitled to be present beginning at Step 2.

- The grievant and his/her designated representative shall be entitled to utilize a reasonable amount of work time, as determined by the grievant's department head, to confer on the grievance. This reasonable amount of time shall not interfere with City operations.

- The City Manager's Office shall serve as the central repository for all grievance records.

- The grievance procedure will be implemented as expeditiously as possible.

E. Reclassification

The City and Union will meet and confer in the event of a reclassification resulting in a pay reduction.

F. Notification of address

Employees shall notify the Personnel Officer of any change of address or telephone number within fifteen (15) working days.

G. New Positions

When a new position is created, before it may be filled, the appointing authority shall notify the Personnel Officer and, except as otherwise provided by ordinance or these rules, no person shall be appointed or employed to fill any such position until the classification plan shall have been amended to provide therefore and an appropriate employment list established for such position. The Personnel Officer shall notify the Union of any such newly created position prior to the employment of any individual into those positions.

H. Employee Rights

The City recognizes the right of City employees to choose and partake in activities of employee organizations for representation in employer-employee relations as provided for in Government Code Section 3500 and the City's Employer-Employee Relations Resolution No. 6647.

I. Evaluation of Employee Performance

If an evaluation is delayed, and the employees meets standards required for a merit increase, it is granted retroactive to the employee's anniversary date.

J. Official Personnel Files

The only official personnel files of the City will be those maintained by the Personnel Officer. Any other files shall have no official status. An employee covered under the MOU, or their representative upon presentation of written authorization from the employee, shall have access to the employee's official personnel file.

An employee shall be informed of any performance-related document placed into the employee's formal personnel file prior to such placement.

The City shall furnish the employee copies of all letters of discipline within ten (10) working days prior to placement of such documents into the employee's official personnel file. The employee shall have ten (10) working days to respond to a letter of written reprimand and any written response provided by the employee shall be attached to the letter of reprimand placed in the official personnel file.

K. Alternate Work Schedule

The 9/80 work schedule is a voluntary program and participants will have to complete an Alternative Work Schedule Agreement form to be approved by the City Manager. Employees will not be able to arbitrarily alternate between a regular and 9/80 schedule.

The basic work week will start at 6:30am and be nine hours Monday through Thursday, eight hours on Friday and every other Friday off. Staff on the 9/80 schedule will not be allowed to use vacation or compensation time off on their assigned Fridays, unless they are on an extended vacation and arrangements for coverage have been previously made.

L. Substance Abuse Policy

PURPOSE

The purpose of this policy is to promote a workplace free from alcohol, drug use and substance abuse.

This policy provides guidelines for the detection and deterrence of alcohol or substance abuse in the workplace. It also outlines the responsibilities of managers and employees in regard to this policy.

All persons covered by this policy should be aware that violation of the policy will result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the City, and recognizing that alcohol and substance abuse usage can hinder a person's ability to perform duties safely and effectively, the following alcohol and drug-free workplace policy, applicable to employees represented by the Northern California Carpenters' Regional Council, is hereby adopted by the City.

POLICY

The City and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

An employee shall not manufacture, sell, transfer, purchase, transport, distribute, dispense, use, be under the influence of, or possess alcohol or any controlled substance, or attempt to do so, while performing their duties in the service of the City wherever City business is performed, while on standby, or when operating any City-owned vehicle or equipment.

The proper use of prescription drugs as part of a medical treatment program is not a violation of this Policy. The improper use of prescription drugs is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug or over-the-counter medication may present a safety risk are to report such drug use to their supervisor so as to insure the safety of themselves, other employees, City property, City vehicles and the general public.

In the event the City questions whether the use of the medication may impair the employee's ability to perform specific duties, the City may seek a medical opinion as to whether the employee is able to safely perform his or her normal duties.

Any employee who is found to be in violation of this Substance Abuse Policy described above shall be subject to discipline up to and including discharge. Employees engaged in the sale or purchase of illegal drugs during working hours shall be subject to immediate termination. At the discretion of the City, any employee may be required, in connection with or instead of disciplinary action, to participate to the City's satisfaction, in an approved drug assistance or rehabilitation program. Such rehabilitation shall be at no direct cost to the City.

SCOPE OF POLICY

This policy applies to all employees represented by the Northern California Carpenters' Regional Council.

Searches

In order to promote a safe, productive and efficient workplace, the City has the right to search and inspect all City property, including but not limited to lockers, storage areas, furniture, City vehicles, and other places under the common control of the City or joint control of the City and employees. No employee has any expectation of privacy in any City building, property, or communications system, with the exception of their person and personal property.

General Provisions
Within thirty (30) days of adoption of this policy, and then in new employee orientation, the City shall provide new employees and existing employees with a copy of the policy and a brief explanation of policy requirements, and encourage them to ask questions via their supervisor or Human Resources.

TERMS/DEFINITIONS

Illegal Drug: Any drug or substance whose use or production is prohibited by law and/or is not lawfully available for retail purchase.

Prescription Drug: A drug lawfully available for retail purchase only with a doctor's prescription.

Reasonable Suspicion is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use that would lead the supervisor to believe that the employee is under the influence of drugs or alcohol. In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion on an Incident Report Form and discuss the matter with the Human Resources Manager or Department Director.

If there is a reasonable suspicion of drug or alcohol abuse, the employee may, at the City's discretion, be relieved from duty and placed on administrative leave until the test results are received.

The following may constitute some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol.

Incoherent, slurred speech;
Odor of alcohol on the breath;
Staggering gait, disorientation, or loss of balance;
Red and watery eyes, if not explained by environmental causes;
Paranoid or bizarre behavior;
Unexplained drowsiness.

DRUG AND ALCOHOL TESTING METHODOLOGY

Reasonable Suspicion Testing

The City may require a urinalysis drug test screening when the City has reasonable suspicion as defined in this policy of illegal drug use and/ or of being under the influence of illegal drugs in the workplace. The Human Resources Manager, Department Director, or other manager if designated, must order reasonable suspicion testing.

If a supervisor makes observations of an employee which may constitute reasonable cause for drug testing, the supervisor shall immediately take the following actions, if feasible, given the condition of the employee:

Inform the employee that he/she may have a Union Representative present for testing, if a representative is available within 45 minutes of notification. The employee shall also be provided with the attached "Consent for Urine Test for Drugs Form" setting forth the rights and obligations of the employee;

Fill out the Incident Report Form (attached), including a statement of the specific facts constituting reasonable cause to believe that the employee is under the influence of drugs, and the names of the person(s) making the supporting observations;

Provide a completed copy of this Incident Report Form to the bargaining unit employee before he/she is required to be tested, (and one copy made available to the Union Representative, if present). After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, to understand the reasons for the test.

Provide the employee with an opportunity to give an explanation of his/her condition. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the employee for no more than five (5) minutes before the explanation is required;

If the City representative(s), after observing the employee, and hearing any explanation, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs, the employee may be ordered to submit to a urine drug test, and the employee shall be asked to sign the attached Consent for Urine Test for Drugs Form, attached to this Policy.

If the City has reasonable cause to believe an employee is under the influence of drugs or alcohol, as set forth in this Policy, and the employee refuses to submit to a drug test or alcohol test, this may subject the employee to discipline up to and including discharge.

Alcohol Testing Procedure

Alcohol testing shall be done by a law enforcement official based on a test with a preliminary screening breath testing device which is the testing method used by law enforcement officials in drunk driving cases. The law enforcement official administering the test shall explain the test to the employee being tested and properly administer the test to the employee. The screening parameters for Ethyl Alcohol shall be .04 gm/dL.

Drug Testing Procedure

The initial testing or confirmatory testing shall be done at a Substance Abuse and Mental Health Service Administration ("SAMHSA") certified laboratory. Drug testing shall be done based on a "split specimen" procedure of collecting and analyzing urine samples. The specimen taken will be divided into primary and secondary specimens. If the primary specimen test is positive, the employee shall be informed of their right to request a test of the secondary specimen by the same laboratory, if they choose, at the City's expense. The employee will be removed from the safety-sensitive function pending the outcome of the secondary sample test results. The employee has three working days from notice of the initial test results within which to make the request for the secondary sample test.

An individual shall be allowed to provide the required specimen in the privacy of a stall or partitioned area, except if the laboratory requires an attendant in accordance with laboratory procedures.

The laboratory will only test for illegal drugs. All testing will be at the City expense.

The following drugs are specified in the law and will be analyzed during drug testing:

SUBSTANCE:	SCREENING TEST:	CONFIRMATION:
Amphetamines	500 ng/ml	Amphetamine
		250 ng/ml GC/MS
		Methamphetamine*
		250 ng/ml GC/MS
		*(Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml)
Cocaine Metabolites	150 ng/ml metabolite	100 ng/ml GC/MS
Opiate Metabolites	2000 ng/ml morphine	Morphine
		2000 ng/ml GC/MS
		Codeine
		2000 ng/ml GC/MS
		6-acetylmorphine
		(6-AM)
		10 ng/ml GC/MS
		(Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/ml.)
Phencyclidine	25 ng/ml	25 ng/ml GC/MS
Marijuana	50 ng/ml	15 ng/ml GC/MS
Metabolites		(Delta 9-THC)

Substance testing shall comply with the following standards and procedures:

(a) The initial drug testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test, with all positive screening results being confirmed utilizing gas chromatography/mass spectrometry before a sample is considered positive.

(b) In the event the cutoff levels under the Substance Abuse and Mental Health Services Administration (SAMHSA) Mandatory Guidelines for Federal Workplace Drug Testing Programs for the substances listed above are changed from the above, the revised SAMHSA cutoff levels shall apply.

(c) Drug tests shall be performed by a commercial laboratory that is certified by SAMHSA (pursuant to Mandatory Guidelines for Federal Workplace Drug Testing Program, or which meets the standards used by the College of American Pathologists (CAP) to accredit laboratories for forensic urine drug testing. See Standards for Accreditation, Forensic Urine Drug Testing Laboratories, College of American Pathologists).

(d) All positive drug test results shall be confirmed by a Medical Review Officer (MRO) designated by the City.

(e) If the testing procedures confirm a positive result, as described above, the employee shall be notified of the results in writing. The employee may request in writing from the MRO a report that includes the specific quantities. If requested by the employee or the Union, (with the written consent of the member), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures in accordance with the procedures of the laboratory.

(f) All information from an employee's drug and alcohol test is confidential for purposes other than determining whether the City's policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless (1) written authorization is obtained from the employee; or (2) the results are disclosed in support of discipline or to defend a disciplinary appeal; or (3) or unless the City is required to disclose the results in accordance with legal requirements.

(g) Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

No laboratory or medical test results will appear in the employee's Personnel File. Information of this nature will be kept in a separate, confidential medical file.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

Consequences for Policy Violation

Employees in violation of this policy may be subject to discipline up to and including termination.

Chain of Custody/Confidentiality

The City's services provider shall conduct all drug tests administered to covered employees under this program to ensure appropriate chain of custody and confidentiality of results.

The City shall use SAMSHA chain of custody procedures to ensure that a strict chain of custody is maintained for the drug testing sample from the time it is taken, through the testing process, to its final disposition. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose each time a specimen or sample is handled or transferred and identifying every individual in the chain of custody.

Post-Accident Testing

The City may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the "reasonable suspicion" factors described above are present.

Employee's Responsibilities

A City employee must:

Not report to work or be on standby or on-call status while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use;

Not possess or use controlled substances (illegal drugs or prescriptions drugs without a prescription), or use alcohol at any time while on duty for the City at any location;

Not directly or through a third party manufacture, sell, distribute, dispense, or provide controlled substances and or alcohol to any person, including any employee, while on duty;

Notify his or her supervisor, no later than the beginning of the employees regularly scheduled shift, when taking any medications or drugs, prescription or non-prescription, that a medical professional or non-prescription warning labels included with over the counter medication has informed the employee may interfere with the safe and effective performance of duties or operation of City equipment while on duty;

Notify the supervisor immediately of facts or reasonable suspicions when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and

Consent to drug or alcohol testing and searches in accordance with this policy that do not conflict with the employees rights.

Management Employee Responsibilities

City management employees must:

If required by the funding source, notify the state or federal granting agency which has funded the work or program, if any, of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;

Record factors supporting "reasonable suspicion" as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;

Take appropriate disciplinary action for any criminal drug statute conviction that occurred in a City workplace, up to and including termination, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and,

Take appropriate disciplinary action for any violation of this policy.

CITY REPRESENTATIVE AND SUPERVISOR TRAINING

The City shall provide management representatives with a copy of this policy, and will provide management representatives with information to assist in identifying reasonable suspicion.

EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. An Employee Voluntary Self-Help Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

The City shall allow an employee affected by alcohol or drug dependency the option of using accrued sick leave, vacation leave, Compensatory Time Off, or an unpaid medical Leave of Absence, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

VI. RETROACTIVITY

All proposals will be effective as indicated when agreement is reached.

VII. RATIFICATION

This M.O.U. is subject to ratification by a majority vote of the employee organization and by approval of a majority of the City Council of the City of Campbell.

VIII. LABOR MANAGEMENT COOPERATION COMMITTEE

Upon ratification of the MOU, a joint Labor-Management Committee will be formed, consisting of an equal number of representatives, with no more than three (3) representatives each from the Union and the City. This committee's focus and purpose will be to promote harmonious Labor-Management relations through on-going communications and to advance the proficiency and effectiveness of both the workforce and the City organization. The committee will meet as needed, not to exceed four times per year.

IX. PEACEFUL PERFORMANCE CLAUSE

During the term of this Agreement, the Union, despite any sanctions or instructions by their international association or central council, agrees that it will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.

The Union consents to, and waives any defenses against, any injunctive action by the City to restrain any violation of this section.

X. FULL UNDERSTANDING, MODIFICATION, WAIVER

The waiver of any breach, term or condition of this Memorandum of Understanding by either party will not constitute a precedent in the future enforcement of all its terms and provisions.

XI. SEPARABILITY

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

EXECUTED THIS _____ DAY OF MAY 2015 BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES WHOSE SIGNATURES APPEAR BELOW FOR THEIR RESPECTIVE ORGANIZATION.

CITY REPRESENTATIVES NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD