CORONAVIRUS ADVISORY INFORMATION:

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CITY COUNCIL

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

PINOLE CITY COUNCIL MEETING AGENDA

TUESDAY
SEPTEMBER 21, 2021
VIA ZOOM TELECONFERENCE

5:00 P.M.
Please note the early start time

DUE TO THE STATE OF CALIFORNIA'S DECLARATION OF EMERGENCY – THIS MEETING IS BEING HELD PURSUANT TO AUTHORIZATION FROM GOVERNOR NEWSOM'S EXECUTIVE ORDERS – CITY COUNCIL AND COMMISSION MEETINGS ARE NO LONGER OPEN TO IN-PERSON ATTENDANCE.

How to Submit Public Comments:

Written Comments: All comments received **before 3:00 pm the day of the meeting** will be posted on the City's website on the agenda page (Agenda Page Link) and provided to the City Council prior to the meeting. Written comments will not be read aloud during the meeting.

Email comments to comment@ci.pinole.ca.us
Please indicate which item on the agenda you are commenting on in the subject line of your email.

To Participate in Public Comment During the Meeting:

Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking here. Zoom also allows you to join the meeting by phone.

From a PC, Mac, iPad, iPhone or Android:

https://us02web.zoom.us/j/89335000272

Webinar ID: 893 3500 0272

By phone: +1 (669) 900-6833 or +1 (253) 215-8782 or +1 (346) 248-7799

- Speakers will be asked to provide their name and city of residence, although providing this is not required for participation.
- Each speaker will be afforded up to 3 minutes to speak.
- Speakers will be muted until their opportunity to provide public comment.

When the Mayor opens the comment period for the item you wish to speak on, please use the "raise hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide.

WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.ci.pinole.ca.us. and remain archived on the site for five (5) years.

If none of these options are available to you, or you need assistance with public comment, please contact the City Clerk, Heather Iopu at (510) 724-8928 or hiopu@ci.pinole.ca.us .

Americans With Disabilities Act: In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a City Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the City Clerk's Office at (510) 724-8928. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hiopu@ci.pinole.ca.us .

Ralph M. Brown Act. Gov. Code § 54950. *In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies, which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments thev have created.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. LAND ACKNOWLEDGMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present, and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

4. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session *item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.*

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Gov. Code § 54956.8
Property: 401-162-001 (2301 San Pablo Ave)
Agency negotiators: City Manager Murray, Assistant City Manager De La Rosa and City Attorney Casher
Negotiating parties: Alex Balakrishnan and Claude Zamanian
Under negotiation: Price and terms

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Gov. Code § 54956.8
Property: 401-162-002 (2337 San Pablo Ave)
Agency negotiators: City Manager Murray, Assistant City Manager De La Rosa and City Attorney Casher
Negotiating parties: Raquel Contreras
Under negotiation: Price and terms

C. CONFERENCE WITH LEGAL COUNSEL— EXISTING LITIGATION
Gov. Code § 54956.9)(d)(1)
Name of Case: In re PG&E and Pacific Gas & Electric Company v. Debtors.

5. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

6. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting. PLEASE SEE THE COVERSHEET OF THE AGENDA FOR INSTRUCTIONS ON HOW TO SUBMIT PUBLIC COMMENTS

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. California Firefighter Memorial Day

B. Presentations / Recognitions

None.

8. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

A. Approve the Minutes of the Meeting of July 20, 2021

B. Receive the September 4, 2021 – September 17, 2021 List of Warrants in the Amount of $760,020.73 and the September 17, 2021 Payroll in the Amount of $433,953.20

C. Resolution Confirming Continued Existence Of Local Emergency **[Action: Adopt Resolution per Staff Recommendation (Casher)]**

D. Adopt A Resolution Approving A Memorandum Of Understanding Between The City Of Pinole And International Association Of Fire Fighters (IAFF) For The Period Of July 1, 2021 – June 30, 2023 **Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

E. Adopt A Resolution Approving A Memorandum Of Understanding Between The City Of Pinole And American Federation Of State, County, And Municipal Employees (AFSCME) Local 512 For The Period Of July 1, 2021 – June 30, 2023 **Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

F. Adopt A Resolution Approving A Memorandum Of Understanding Between The City Of Pinole And Public Employees' Union (PEU) Local One For The Period Of July 1, 2021 – June 30, 2023 **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

G. Approve An Amendment To City Manager Andrew Murray's And City Clerk Heather Iopu's Employment Agreement To Reflect A 3% Cost Of Living Adjustment (COLA) Effective July 5, 2021 **[Action: Adopt Resolutions per Staff Recommendation (De La Rosa)]**

H. Adopt Revised Plans and Specifications For The San Pablo Avenue Rehabilitation Project (CIP Project # RO1801) **[Action: Adopt Resolutions per Staff Recommendation (Kaur)]**

I. Receive the Fiscal Year (FY) 2020-21 Fourth Quarter Financial Report **[Action: Receive Report and Adopt Resolution per Staff Recommendation (Guillory)]**

J. Approve The Fiscal Year 2021-22 Salary Schedule And Approve The Updated Fiscal Year 2017-18 Through Fiscal Year 2020-21 Salary Schedules For All Represented And Unrepresented Employee Classifications In Conformance With California Code Of Regulations, Title 2, Section 570.5 And Rescinding All Prior Salary Schedules During The Same Period **[Action: Adopt Resolutions per Staff Recommendation (De La Rosa)]**

9. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

NONE

10. OLD BUSINESS

A. Discuss and Provide Direction an Installation of Lights in Street Trees in Old Town During the Winter Holiday Season **[Action: Discuss and Provide Direction (Bingaman)]**

11. NEW BUSINESS

A. Overview Of Senate Bill (SB) 1383, Regarding Short-Lived Climate Pollutants **[Action: Receive Presentation (Kaur)]**

B. Discussion Of The City's Participation In United Against Hate Week (UAHW) In 2021 And Possible Direction To Staff **[Action: Discuss and Provide Direction (De La Rosa)]**

12. REPORTS & COMMUNICATIONS

A. Mayor Report
   1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

13. ADJOURNMENT to the Special City Council Meeting of October 9, 2021 in Remembrance of Amber Swartz.

I hereby certify under the laws of the State of California that the foregoing Agenda was posted on the bulletin board at the main entrance of Pinole City Hall, 2131 Pear Street

Pinole, CA, on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

POSTED: September 16, 2021 at 4:00 P.M.

_____

Heather Iopu, CMC
City Clerk

Return to Agenda

CITY COUNCIL MEETING
MINUTES
JULY 20, 2021

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

The City Council Meeting was held via Zoom videoconference and broadcast from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Martínez-Rubin called the Regular Meeting of the City Council to order at 5:04 p.m. and led the Pledge of Allegiance.

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

A. COUNCILMEMBERS PRESENT

Norma Martínez-Rubin, Mayor
Devin Murphy, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

COUNCILMEMBERS ABSENT

Vincent Salimi, Mayor Pro Tem

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Iopu, City Clerk
Eric Casher, City Attorney
Misha Kaur, Senior Project Manager
Markisha Guillory, Finance Director
Roxanne Stone, Management Analyst

City Clerk Heather Iopu announced the agenda had been posted on Thursday July 15, 2021 at 4:00 p.m. All legally required notice was provided and subsequently amended to revise the title of Item 3C. Written correspondence had been received for agenda Items 3C and 5, the correspondence had been distributed to the City Council, and posted on the agenda page of the City's website.

Following an inquiry, the Council reported there were no conflicts with any items on the agenda.

3. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session *item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.*

A. CONFERENCE WITH LABOR NEGOTIATORS
Government Code § 54957.6
Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, and City Attorney Eric Casher

Return to Agenda

Employee organizations: AFSCME, LOCAL 1, IAFF

B. CONFERENCE WITH LABOR NEGOTIATORS
Government Code § 54957.6
Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, and Assistant City Attorney Alex Mog
Employee organizations: PPEA

C. CONFERENCE WITH LABOR NEGOTIATORS
Government Code § 54957.6
Agency designated representatives: City Attorney Eric Casher
Unrepresented Employee: City Manager

4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

At 7:35 p.m., Mayor Martinez-Rubin reconvened the meeting to open session and announced there was no reportable action from the Closed Session.

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

David Ruport Jr., Pinole, supported the philosophical adherent concept of having a museum in the City of Pinole but at the same time questioned how the idea had been applied over the years. The Pinole Historical Society had recently published its summer edition of its publication Newsbriefs, which included a stern critique of the process going on in the City specifically over the last few months. He found the process to be flawed in its logic, had issued each City Council member a 9-page response to comments made to Jeff Rubin, an individual involved in promoting the concept of a museum, and asked each member of the City Council and the public to read the information available which had also been posted on www.pinolehistoricalsociety.org. He had also issued a 9-page position letter to the City Council with addendums that addressed ethical issues that remained to be resolved. He encouraged the City Council to read all information provided, suggested there had been a rush over the years to get the museum started, and urged the City Council to table the matter and not get into a money pit with no end in sight.

George Pursley, Pinole, briefed the City Council on the discussions of the recent Pinole Library Commission meeting. He referenced Measure X passed by the voters in November 2020, which would provide funds to the County. Since May 12, 2021, the Measure X Advisory Board had sought comment on how the funds should be spent. On July 28, 2021, the County Librarian would be making a presentation to the Measure X Advisory Board requesting funds to increase library hours across the board in Contra Costa County libraries. He asked the City Council and members of the public to write letters of support for the County Librarian to include in her presentation. A packet of information would be provided to the City Council with a sample letter he hoped the City Council would consider. He asked that letters of support be submitted to the County Librarian by July 26, 2021, and advised the Contra Costa County Board of Supervisors would make the ultimate decision on this matter.

Roy Swearingen, Pinole, reported that Dumpster Day held on July 17, 2021, had been a successful event hosted by the Pinole Community Services Commission and Republic Services, with over 200 residents having participated in removing debris from Pinole Valley Park. He thanked the Community Services Commission for its work on the project and expressed his appreciation to everyone who had participated including City staff for coordinating the event with Republic Services, Public Works Department employees, and Community Services Commission members, but had been disappointed that no members of the City Council had been present.

Debbie Long, Pinole, reminded the City Council of the requirements of the Brown Act. She remained concerned that Council member Murphy continued to not stand for the Pledge of Allegiance, and while it was his right to do so, to date he had refused to state his reasons for not standing. In her criticism of Council member Murphy, she had been attacked on several fronts by his supporters. She reminded the Council that the Citizens to be Heard section of the agenda was the time for citizens to express themselves regarding City issues and not to be used as a forum to allow personal attacks on other citizens.

Ms. Long read into the record Section 4(G), Notes 41 and 42 of the Brown Act and expressed concern that some citizens may not speak for fear of being attacked and singled out. As a result, she would continue to exercise her right of Free Speech under the Brown Act and would continue to ask Council member Murphy why he did not stand for the Pledge of Allegiance. Once she was given a clear and direct response to that question, she would stop asking the question. On another matter, she asked the City Council when it had long Closed Sessions that items not completed be continued until after the last agenda item, which had been done in the past to avoid having the community wait for the regular meeting after the completion of a Closed Session.

Rafael Menis, Pinole, thanked Mr. Swearingen for his comments and expressed his appreciation to everyone who had participated in Dumpster Day but noted that unless people were directly involved they had been encouraged not to participate. He reported the last dumpster had some space for additional items and greater social media outreach could have filled all of the dumpsters. He emphasized that social media was an important tool when encouraging participation in City events.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

There were no proclamations.

B. Presentations / Recognitions

1. EBMUD Drought Update by Director Marguerite Young and Andrew Lee, Customer & Community Services Manager

Marguerite Young, East Bay Municipal Utility District (EBMUD) Director and Andrew Lee, EBMUD Customer & Community Services Manager provided a PowerPoint presentation on EBMUD's Drought Update for the EBMUD service area; sources where EBMUD received its water supply; an overview of the Stage 1, Drought Declaration declared on April 27, 2021; water conservation efforts with a 10 percent voluntary customer demand reduction; and the fact that different parts of the State were experiencing different levels of drought with water conservation goals varying by location.

It was reported that EBMUD had been able to weather the current drought with the 10 percent voluntary conservation effort and supplemental supplies. Water saving tips/tools, monitoring information and the services/programs provided by EBMUD were also detailed and available on EBMUD.com.

PUBLIC COMMENTS OPENED

Roxanne Stone, Management Analyst, reported there were no public comments for this item.

PUBLIC COMMENTS CLOSED

Mr. Lee, Ms. Young and Ben Glickstein, EBMUD Communications Affairs Representative, responded to questions from the Council and described the EBMUD Lawn Rebate Program; Urban Water Management Plan and 2019 Recycled Water Plan, dependent on funding with the funding mechanism yet to be identified; and reported that EBMUD was seeking federal and State funds for a variety of projects to ensure there was sufficient potable water for essential activities in the EBMUD service area. It was also noted that EBMUD and Phillips 66 stakeholders had scheduled a meeting on July 21, 2021. The scope of the meeting was unknown but it would be the first meeting in two years. Phillips 66 had announced a fully renewable fuels plan in the next few years. EBMUD was uncertain if that meant more water would be needed and could determine whether the City of Pinole should have representation at that meeting or shortly thereafter since it made sense to have all stakeholders involved.

It was also reported that EBMUD customers were doing a great job and had used 13 percent less water than the previous year although conservation efforts continued to be encouraged. Conversion of lawns and looking for water leaks were a couple of the best ways to reduce water usage. Increasing infiltration space and green space and looking for ways to do that by using plant material that did not require much additional water during the summer were also being encouraged. EBMUD had information on native plant material for California landscapes and demonstration gardens that could be viewed. A workshop could also be considered for the City of Pinole on sheet mulching and other methods to encourage a water conserving landscape.

Mayor Martinez-Rubin asked that EBMUD keep the City Manager apprised of forthcoming meetings with Phillips 66 and stakeholders and suggested the City Council decide who should be the City representative during any stakeholder meetings with Phillips 66.

The City Council thanked EBMUD for the presentation.

7. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, referenced Consent Item 7A, Page 8 of the Agenda Packet. He suggested the motion as shown for Item D was inaccurate and should be corrected to read:

Return to Agenda

D. Resolution Condemning Donald Trump [Action: Review and Consider Approval (Murray)]

ACTION: Motion by Council member Murphy moved to approve item 7D with an amendment to the resolution language

Vote:	***Passed***	***3-0-2***
	Ayes:	***Martinez-Rubin, Tave, Murphy***
	Noes:	***None***
	Abstain:	***Salimi, Toms***
	Absent:	***None***

Mr. Menis also referenced Item 7C, emphasized the presence of the COVID-19 Delta variant that was doubling the rate of infection among the unvaccinated population that would continue to increase and spread, and suggested it was worthwhile for people to speak to their health care providers on getting a vaccination to improve one's immunity. He supported the resolution for Item 7C and thanked City staff for rewriting that agenda item to make it clearer on what was being implemented. He encouraged everyone to get vaccinated.

PUBLIC COMMENTS CLOSED

Council member Toms agreed that Item 7A should be amended as proposed by Mr. Menis.

City Clerk Iopu confirmed a revision had already been made to Item 7A.

Mayor Martinez-Rubin referenced Item 7B, the payment amounts identified for PG&E, specifically regarding 11 Tennant Avenue in the amount of $72,574.63, and was informed by City Manager Andrew Murray that the expenses were related to the Pinole-Hercules Wastewater Treatment Plant. He would confirm that information and report back to the City Council.

A. Approve the Minutes of the Meeting of May 18, 2021

B. Receive the June 26, 2021 – July 16, 2021 List of Warrants in the Amount of $788,398.89 and the July 9, 2021 Payroll in the Amount of $474,824.81

C. Resolution Confirming Continued Existence of Local Emergency **[Action: Adopt Resolution per Staff Recommendation (Casher)]**

D. Approve an Amendment to the On-Call Contract with Metropolitan Planning Group (M-Group) and Issuing a Task Order for Environmental Services for Four (4) Projects for an Amount not to Exceed $125,000 **[Action: Adopt Resolution and Appropriate Funds per Staff Recommendation (Hanham)]**

E. Accept and Appropriate $586,000 In Grant Funds From The State of California Department of Transportation (Caltrans)) and Adopt Plans and Specifications For The San Pablo Avenue Rehabilitation Project (CIP Project #RO1801) **[Action: Adopt Resolution per Staff Recommendation (Kaur)]**

ACTION: Motion by Council member Toms/Mayor Martinez-Rubin to Approve Consent Calendar Items A through E, subject to modification to Item 7A.

Return to Agenda

Vote:	**Passed**	**4-0-1**
	Ayes:	**Martinez-Rubin, Tave, Murphy, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Salimi**

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parté communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

A. Amending Definition of "Offices, Business and Professional" in Section 17.22.020(F)(40) of The Pinole Municipal Code and Chapter 11, Definitions, in the Three Corridors Specific Plan **[Action: Conduct Public Hearing and Introduce Ordinance per Staff Recommendation (Hanham)]**

Planning Manager David Hanham reported the original property owner who had the application sold the property to another buyer and after speaking with the new property owner, they did not want to proceed with the rezoning of the property since they had a use that was a permitted use allowed in the Zoning Ordinance. The new property owner did not want to pursue the matter. He recommended the City Council table the item to a future meeting or table the item indefinitely.

PUBLIC HEARING OPENED

Ms. Stone reported there were no public comments for this item.

PUBLIC HEARING CLOSED

Council member Murphy asked staff to clarify why the item would not be germane to the future of the City, and Mr. Hanham detailed the background of the application as shown in the July 20, 2021 staff report. He reiterated that with the sale of the property, the new property owner desired to come in with a use that was permitted and there was no reason to change the Zoning Code. While Zoning Codes were fluid documents and could be amended, in most cases it was done in a more comprehensive manner. It was possible in the future if the City Council were to consider amendments to the Three Corridors Specific Plan or a more comprehensive look was considered, the property could be brought back for consideration. At this time, it was prudent to drop the item, allow the new property owner to pursue his permitted use, and move forward and consider the property in the future as part of a more comprehensive review of the Zoning Code.

Mr. Hanham confirmed the application had not gone before the Council Municipal Ad Hoc Committee, although in the future such applications would be brought before the Committee to ensure consistency with the Zoning Code.

Council member Murphy expressed concern that one particular applicant could have changed the entire Zoning Code. He asked in the future that the Municipal Ad Hoc Committee review such applications which would allow input on what was happening and which would ensure that any changes to the Zoning Code benefitted the entire City and not just one applicant.

In response to Council member Tave, Mr. Hanham reiterated the background of the initial application which had not been City-initiated.

On the question of whether it would be appropriate by motion to table the item indefinitely, City Attorney Eric Casher confirmed it was appropriate to table the item indefinitely via a motion to that effect.

Council member Tave offered a motion, seconded by Council member Toms to table the item indefinitely to be reviewed at a later date.

On the motion, Mayor Martinez-Rubin found the language in the motion to be contradictory. She asked that the motion be modified so it was understood the item could come up in the future but at this time the City Council wanted to table the item.

Council member Tave offered a motion, seconded by Council member Toms to table the item indefinitely.

Mayor Martinez-Rubin commented the matter may come up again and she would support the motion if it was not indefinite.

City Manager Murray explained if the item needed to be reconsidered it could be brought back. As the Planning Manager had mentioned, this had been a property owner-initiated application and it was not unusual for development projects to require consideration of changes to the City's Municipal Codes, and for planning related matters it was a common occurrence for a single property owner to approach the City with a proposal for a project that the applicant knew would require some changes to the Municipal Code or some other plan. He did not foresee the item would come back, but if it did, it could be rescheduled as a new item. From staff's perspective, the item could be tabled.

Council member Tave again restated his motion to table the item indefinitely.

City Clerk Iopu advised the City Council may make a motion to table an item to a date certain or to an unspecified date.

City Attorney Casher commented that it was an unlimited or unspecified amount of time and the language offered by the City Clerk meant the same thing.

ACTION: Motion by Council members Tave/Toms to Table Amending Definition of "Offices, Business and Professional" in Section 17.22.020(F)(40) of the Pinole Municipal Code and Chapter 11, Definitions, in the Three Corridors Specific Plan Indefinitely.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Martinez-Rubin, Tave, Murphy, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Salimi**

9. OLD BUSINESS (Item Continued from July 6, 2021 Meeting)

A. Council Member Requests for Additional Appropriations in Fiscal Year (FY) 2021/22 **[Action: Discuss, Provide Direction and Adopt Resolution per Staff Recommendation (Guillory)]**

Finance Director Markisha Guillory presented the staff report and asked the City Council to discuss the additional appropriations for Fiscal Year (FY) 2021/22 beyond those included in the adopted FY 2021/22 Operating and Capital Budget, and adopt the resolution contained in Attachment A to the staff report approving any additional appropriations the City Council would like to add at this time.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, suggested it would be worthwhile for the City Council not to expend all of the funds not currently allocated to the reserves, which could be viewed as available funds, since the process so far had been done in an ad hoc manner. While each group of items may be a good idea, the downside of that approach was it left fewer funds available for planning processes the City was running now, as an example. He recommended the City Council consider the cost of the implementation of changes in the ad hoc process rather than a planned or structured process through City staff. He suggested a round robin process for Council member items if the current process were to be followed, which would allow a Council member to bring up an item and the next Council member to bring up an item and so on to allow equal opportunity for all Council members to bring up items for consideration.

Irma Ruport, Pinole, suggested that Pinole TV was essential, a priority, and more funds should be considered. She suggested that Pinole TV be removed from Community Services and moved under the auspices of the City Manager and that it be an independent entity as it had been in the past to allow it to become more viable. She also suggested the individual operating Pinole TV was excellent and should be involved. In addition, she suggested the Deputy City Clerk should be preparing meeting minutes, the City Clerk needed help, and that hiring new employees should not be friends of family but people qualified and capable of doing the jobs needed. Further, she found the City had done a poor job with communication and she understood the City would be receiving funds from the federal government. She asked the City Council to make a list of projects and itemize all funds and any restrictions, with all information to be posted to the public.

Ms. Ruport also understood the Faria House was to be tabled and placed in the unassigned fund category. Because of that, she suggested consideration of funds for Fire Station No. 74 to be used as a public safety building, particularly since the City owned the building.

PUBLIC COMMENTS CLOSED

Mayor Martinez-Rubin commented on the new composition of the City Council, new strategies being implemented, new approaches and processes that had been undertaken which included the budget approval process that was not entirely new, but now included consideration of the Capital Improvement Program (CIP) at an earlier date than the City Council had been accustomed in the past. She found the suggestion for a round robin approach to be interesting and acknowledged the City Council had done a single Council member approach and had then grouped the items together. She recognized due to the Zoom broadcast of City Council meetings, there was a bit of a lag to add individual comments as opposed to having meetings live in-person. She suggested this was the opportunity for Council members who had not yet specifically identified any appropriations to identify those items they would like the City Council to consider.

Council member Toms found the current budget process difficult to understand including the direction the City Council had taken during the first six months of the year when the City Council had been presented a report from a consultant who had identified staffing needs, and based on

the conclusions recommendations for staffing had been put forward in the budget. There had also been a Fire Study with a recommendation placed in the budget. The City Council had recently discussed various funding recommendations late into the evening, which discussion should have occurred during a Study Session back in June with input from the entire City Council.

Council member Toms preferred to leave more funds in the unassigned fund category. In her opinion, the City should have a Climate Action Plan (CAP), and while she was hesitant to bring it up now it should be considered when climate issues and the status of the Sustainability Element was submitted to the City Council for consideration. It could also be considered during quarterly budget updates. She was troubled with the current budget process, noted that every appropriation that had been identified had not been vetted by staff or discussed at a City Council meeting, and if leaving funds in the unassigned category when they had those discussions during quarterly budget updates those items could then be considered.

Council member Toms agreed with Mr. Menis that the ad hoc approach was not a good practice. She had nothing to add at this time other than when discussions were held by the City Council on the various items, she would then like to consider whether they could have a budget appropriation for the item after adequate discussion on the need.

Mayor Martinez-Rubin echoed the comments but found the ad hoc approach versus the structured approach to be a benefit since it allowed a rationale for certain appropriations. She suggested there was a larger degree of uncertainty when there was an appropriation that was simply a placeholder, which was why the amount for Pinole TV was as low as it was since it allowed staff the flexibility to identify the best use of funds after reflection and reassessment.

Council member Tave recognized that trying to get as much done as possible late in the evening had resulted in the continuation of this item. He had many items on his list that had been pending for years. He suggested the Strategic Plan that had been prepared contained a lot of good points, recognized the challenges related to prioritizing projects, and recommended a workshop to discuss the potential appropriations with a deep dive discussion on the direction the City may take over the next few years. In addition, when the City received its American Rescue Plan Act (ARPA) funds, he emphasized that more discussion was needed by the City Council to accelerate many of the projects and staff needed the flexibility to maneuver as things changed over time.

Mayor Martinez-Rubin clarified that there was eligibility criteria involved in the ARPA funds and more information would be provided to the City Council in the near future.

Council member Murphy reiterated a need for a Study Session on the appropriation items. He was open to such a format on several of the issues either on a regular meeting night or a Saturday session. He appreciated staff's ability to provide facts, data and staff reports allowing staff to do its job better, with members of the public also able to provide input on various matters. He looked to the Strategic Plan as a prime opportunity but suggested it had missed the mark on a CAP and sustainability efforts and there was an opportunity to intervene and propose solutions. He also suggested that placeholders offered a great opportunity to identify items the City Council determined were appropriate. He pointed out the City had plans that had yet to be executed, such as the Economic Development and Strategic Communications Plans, but in the meantime there were certain proposed solutions not being funded as they should be such as Pinole TV.

Council member Murphy wanted the City Council to be more visionary and innovative as to how it approached the budget process, which needed to include input from the entire City Council and

members of the public. He suggested the ARPA conversation would also be an opportunity to expand on the budget discussion. He supported a survey of what interested the public, the questions that remained, and data that could be made available to the City Council. He pointed out the City Manager and Director Guillory had been provided information on The Balancing Act, and he suggested now was the time to implement that tool.

Council member Tave asked the City Manager and Finance Director whether a Study Session could be crafted with a potential date for consideration.

City Manager Murray confirmed that staff could structure its thoughts for a City Council meeting that was structured more in a workshop or Study Session format, although that meant different things to different people. Study Sessions typically did not include action on the part of the City Council but staff foresaw such a conversation differently in that there would be decisions on different appropriations. He recommended a workshop in a less formal format than a typical City Council meeting allowing more dialogue from the public. He and Director Guillory could propose a format and also have workshops on other issues. In terms of scheduling, the City Council could be polled for possible dates and times.

In terms of the subject budget, City Manager Murray explained that the process was traditional and had been used in the past. He recognized there were new Council Members who had varying ideas and perspectives and suggested that having a workshop to conclude the appropriation process would be acceptable. The City Council may also consider whether it wanted to combine that workshop with a discussion of the ARPA funds or the topics could be considered separately. Staff would take direction from the City Council in the form of a motion and order to prepare an agenda for a future City Council workshop on appropriations and/or discussion of the ARPA funds and come back with a proposal and dates for City Council consideration.

City Clerk Iopu verified with staff that no action was required on the resolution contained in Attachment A to the staff report.

City Manager Murray described the procurement policy for government agencies as opposed to private industry, which did not allow sole source procurement. The City would have to identify a need, identify firms to meet that need, and advertise that opportunity to firms and get proposals. For smaller amounts of money there was a more streamlined process. Staff was interested and supportive of tools like The Balancing Act, and whether it was that tool or some other tool that had comparable functionality staff would look at options and return to the City Council with a proposal.

In response to Council member Tave, City Manager Murray acknowledged that staff availability would have to be considered. As part of the budget, additional positions had been added in order for the City to be able to achieve the vision outlined in the Strategic Plan and the critical path to achieving some of the strategies, service improvements, and programs, a lot of which would flow through new Department Heads that would have to be recruited such as new Community Development, Public Works and Human Resource Directors around mid-September at the earliest, and then return to the City Council for prioritization and scheduling of certain projects.

City Manager Murray suggested the path forward was a dialogue through a workshop of the City Council to discuss additional General Fund appropriations possibly combined with the ARPA funds discussion, to create a list of desirable additional projects, and that workshop and decisions would likely not occur for another month or so.

Mayor Martinez-Rubin reiterated that all Council members wanted to do something better for Pinole but differed on approach. She suggested the public's desires had not been reflected in the existing appropriations and she hoped the City Council would be open to hearing more on that, and to recognizing that the process to identity what projects would be carried out, either via staff resources or public funding would be allotted and would not happen in a single workshop or single year, partly due to how State and federal funding was handled and the timing of those resources was not always under the City's control. She suggested the workshop be specific on the outcome for the City Council and members of the public in terms of its purpose and expected results.

Mayor Martinez-Rubin reported she had spoken with the City Clerk and members of the City Council on how the format of City Council meetings did not allow engagement amongst Council members and given the limitations would help manage the public's expectations. She also agreed that some additional time beyond the City Council's typical format for discussions was warranted and a more informal discussion could be considered through a workshop format.

City Manager Murray was happy to accept direction that a City Council workshop be proposed to address the additional General Fund and all fund appropriations including ARPA funds that would be in a more interactive format and include the use of some tools for community engagement on budget prioritization with the goal of gathering community input, responding to community questions and comments, and allowing time for discussion for Council members and ultimately allowing time for decisions on additional appropriations. He recommended the City Council table the item to a date uncertain.

City Manager Murray added that the City Council could hold the workshop, receive input, have time to deliberate, and potentially decide to make decisions at that time or the City Council could consider one workshop for the information gathering and dialogue and a second workshop for the decision making.

Mayor Martinez-Rubin supported the two workshop approach.

Director Guillory agreed to a two workshop approach since the City Council would have the year-end review as well as the first quarter numbers and the numbers would be more refined.

By consensus, the City Council decided to have a two part workshop; one for the information gathering and dialogue and a second workshop for the decision making.

10. NEW BUSINESS

There was no New Business.

11. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Martinez-Rubin encouraged the public to continue to adhere to public health social distancing and masking guidelines, get vaccinated, and remain healthy.

B. Mayoral & Council Appointments

There were no Mayoral or Council Appointments.

C. City Council Committee Reports & Communications

Council member Murphy invited the public to a talking conversation scheduled for Sunday, July 25, 2021 via Zoom at 9:00 a.m., with information on his website. He also reported that he had attended a meeting of Marin Clean Energy (MCE) and briefed the Council on the discussions; reported on Senate Bill (SB) 612, a ratepayer equity bill; the next MCE Executive Committee meeting had been scheduled for August 6, 2021; and reminded everyone of the July 21, 2021 Bay Area Air Quality Management District (BAAQMD) meeting which would begin at 8:00 a.m. to discuss a proposal for Rule 6.5, a measure to reduce health destroying particulate matter from Chevron Richmond and PBF Martinez Refineries, with additional information on the BAAQMD website. He also urged everyone to remain safe, get vaccinated, and be kind to one another.

Council member Tave reported he would be meeting with Republic Services which would be conducting a tour of how waste was being disposed. He urged everyone to get vaccinated, stay safe, and enjoy local trails and amenities.

Council member Toms thanked George Pursley for his report and advised if citizens desired to write a letter in support of Library Services to the Measure X Advisory Committee the deadline was Friday, July 23, 2021, and any letters of support should be submitted the day before to be included in the agenda packet. Public input would also be allowed during the Measure X Advisory Committee Zoom meeting scheduled for July 28, 2021.

D. Council Requests for Future Agenda Items

Council member Murphy requested a future agenda item for a Climate Emergency Resolution.

Council member Toms liked the idea but suggested it could be combined with a staff presentation on the Sustainability Element or potential CAP.

Council member Murphy requested a future agenda item for a presentation from West Contra Costa Unified School District (WCCUSD) Ward 1 Representative Jamela Smith-Folds. Consensus given.

Council member Tave requested a future agenda item for an Equal Pay Act Resolution and advised that he could submit a resolution currently being considered by the City of Hercules. He wanted to ensure that the language in an equal pay resolution was in every City contract.

On the discussion, Council members sought more information on the request and were unaware there was an issue for non-equal pay in the City of Pinole. City Clerk Iopu expressed the willingness to circulate the draft resolution to the City Council for review and Mayor Martinez-Rubin asked that the City Council be allowed another meeting to take a look at the issue and the request could be made again at a future meeting.

Council member Toms requested information to identify the timeline throughout the year when the City Council received annual reports, such as the first quarter budget adjustments, second

quarter, budget practices and so on, which would be useful as an informational item, also made available to the public and e-mailed to the City Council.

City Manager Murray confirmed that information was a collaboration between himself and other staff members and it would be provided.

E. City Manager Report / Department Staff

There was no report.

F. City Attorney Report

There was no report.

12. ADJOURNMENT to the Regular City Council Meeting of August 17, 2021 in Remembrance of Amber Swartz.

At 10:00 p.m. Mayor Martinez-Rubin adjourned the meeting to the Regular City Council Meeting of August 17, 2021 in Remembrance of Amber Swartz.

Submitted by:

_____

Heather Iopu, CMC
City Clerk

Approved by City Council:

Return to Agenda

8B
WARRANT LISTING
By Vendor Name

City of Pinole, CA

Payment Dates 9/4/2021 - 9/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J3681A4	97144	09/10/2021	100-20011	FIRE INSPECTION SERVICES FOR APRIL 2021	18,060.00
J3681A5	97144	09/10/2021	100-20011	FIRE INSPECTION SERVICES FOR MAY 2021	16,800.00
J3681A6	97144	09/10/2021	100-20011	FIRE INSPECTION SERVICES FOR JUNE 2021	10,920.00
J3681A7	97181	09/17/2021	100-231-42101	FIRE INSPECTION REBECCA LAURICELLA	17,640.00
				Vendor 4LE00 - 4LEAF, INC. Total:	**63,420.00**
Vendor: 1748 - AERZEN USA CORP					
SEPI-21-004237	97182	09/17/2021	500-641-44306	CONTACT THERMOMETER - WPCP	453.05
				Vendor 1748 - AERZEN USA CORP Total:	**453.05**
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 090221	97183	09/17/2021	100-221-42201	WATER SERVICE POLICE DEPT	470.24
				Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:	**470.24**
Vendor: ALL14 - ALLSTAR FIRE EQUIPMENT, INC.					
234252	97145	09/10/2021	100-231-44306	FIREBULL FLUORINE FREE A/B FOAM IN 5 GALLON - FD	2,314.63
				Vendor ALL14 - ALLSTAR FIRE EQUIPMENT, INC. Total:	**2,314.63**
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
4504C	97184	09/17/2021	100-345-42108	PEST CONTROL FERNANDEZ PARK BASEBALL CY	250.00
				Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:	**250.00**
Vendor: ROD01 - ANNETTE RODRIGUEZ					
08302021	97146	09/10/2021	209-552-43802	EXERCISE CLASSES - PSC	180.00
				Vendor ROD01 - ANNETTE RODRIGUEZ Total:	**180.00**
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
517000065969	97185	09/17/2021	100-343-44410	LAUNDRY SERVICE CORP YARD	340.41
517000068414	97185	09/17/2021	100-343-44410	LAUNDRY SERVICES CORP YARD	340.41
517000068425	97147	09/10/2021	100-222-44410	LAUNDRY SERVICES PD LINDA SEGUNDO	16.13
517000070798	97185	09/17/2021	100-343-44410	LAUNDRY SERVICE CORP YARD	446.85
517000070809	97147	09/10/2021	100-222-44410	LAUNDRY SERVICE PD LINDA SEGUNDO	16.13
517000073430	97185	09/17/2021	100-343-44410	LAUNDRY SERVICE CORP YARD	340.41
517000073437	97185	09/17/2021	500-641-44410	LAUNDRY SERVICE WPCP	373.43
517000073441	97147	09/10/2021	100-222-44410	LAUNDRY SERVICE PD LINDA SEGUNDO	16.13
				Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:	**1,889.90**
Vendor: ASB02 - ASBURY ENVIRONMENTAL SVCS					
I500-00745094	97186	09/17/2021	500-641-42107	OIL SERVICE WPCP	95.00
				Vendor ASB02 - ASBURY ENVIRONMENTAL SVCS Total:	**95.00**
Vendor: ATT01 - AT&T					
000016928135	97149	09/10/2021	525-118-43101	TELEPHONE COMMUNICATIONS PD	2,438.09
287274105793X08282021	97148	09/10/2021	215-341-43101	MOBILITY CORRIDOR PROJECT	77.22
287277095767X08282021	97148	09/10/2021	215-341-43101	MOBILITY CORRIDOR PROJECT	77.22
				Vendor ATT01 - AT&T Total:	**2,592.53**
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
84171527	97150	09/10/2021	100-231-42104	MEDICAL SUPPLIES - FD	297.76

WARRANT

Payment Dates: 9/4/2021 - 9/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
84191010	97187	09/17/2021	100-231-42104	MEDICAL SUPPLIES FIRE DEPT.	80.13
				Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:	**377.89**
Vendor: 1654 - BRINK'S INCORPORATED					
11682919	97188	09/17/2021	100-115-42101	MONEY TRANSPORTATION SERVICE FINANCE	187.11
4245834	97188	09/17/2021	100-115-42101	MONEY TRANSPORTTION SERVICE FINANCE	3.46
				Vendor 1654 - BRINK'S INCORPORATED Total:	**190.57**
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
624790	97189	09/17/2021	500-641-44305	LAB SUPPLIES WPCP	539.60
				Vendor CAL01 - CALTEST ANALYTICAL LAB Total:	**539.60**
Vendor: CCP03 - CCP INDUSTRIES					
IN02817586	97151	09/10/2021	100-343-44410	NITRILE POWDER GLOVES - CY	222.65
				Vendor CCP03 - CCP INDUSTRIES Total:	**222.65**
Vendor: CIT08 - CITY MECHANICAL, INC					
75144	97152	09/10/2021	106-343-47201	CITY HALL HVAC	12,000.00
75174	97152	09/10/2021	100-231-42108	HVAC SAFETY BLDG	475.00
75175	97152	09/10/2021	100-231-42108	HVAC PUBLIC SAFETY BLDG	406.79
75277	97152	09/10/2021	100-231-42108	HVAC PUBLIC SAFETY BLDG MAINTENANCE	1,308.73
75387	97190	09/17/2021	209-552-42108	HVAC PSC	1,047.24
				Vendor CIT08 - CITY MECHANICAL, INC Total:	**15,237.76**
Vendor: 2242 - COLE PRO MEDIA, LLC					
1101	97191	09/17/2021	225-221-42514	TRANSPARENCY ADVISING CIV 070821 INCIDENT PD	5,000.00
2552	97191	09/17/2021	225-221-42514	TRANSPARENCY ENGAGEMENT ADVISING AUG. 2021 PD	2,000.00
				Vendor 2242 - COLE PRO MEDIA, LLC Total:	**7,000.00**
Vendor: COM20 - COMCAST					
092321 I80MOBILITY	97192	09/17/2021	215-341-43101	I-80 CORRIDOR PROJECT PW	236.31
				Vendor COM20 - COMCAST Total:	**236.31**
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
72459438	97193	09/17/2021	100-116-42101	MEDICAL SERVICE PW / WWTP	749.50
				Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:	**749.50**
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82097053	97194	09/17/2021	525-118-42510	REALQUEST BLDG AND PLANNING	716.41
				Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:	**716.41**
Vendor: CRI07 - CRIME SCENE CLEANERS INC.					
81980	97195	09/17/2021	100-221-42107	CLEAN CAR 807 OF ALL BIO PD	70.00
				Vendor CRI07 - CRIME SCENE CLEANERS INC. Total:	**70.00**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
84160019	97196	09/17/2021	100-10601	DIESEL UNLEAD CORP YARD	611.15
84168708	97196	09/17/2021	100-10602	DIESEL UNLEAD FIRE DPT.	3,328.02
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**3,939.17**
Vendor: EBM01 - EBMUD					
13648082621	97197	09/17/2021	100-343-43102	2161 Plum St--Parking Lot Irrigation	87.23
24589083021	97197	09/17/2021	100-345-43102	592 Marlesta Rd--Irrigation Use Only	1,558.40
26819-082421	97153	09/10/2021	100-345-43102	2501 Pfeiffer Way--Irrigation Use Only	160.28
29821083021	97197	09/17/2021	209-552-43102	2500 Charles St--Senior Center	929.45
2985208302021	97197	09/17/2021	209-552-43102	2500 Charles St--Senior Center	1,294.15
3177108312021	97197	09/17/2021	100-343-43102	2691 APPALOOSA TRAIL-IRRIGATION USE ONLY	161.17
3177208312021	97197	09/17/2021	100-343-43102	2785 SIMAS AVE--IRRIGATION USE ONLY	220.97

WARRANT

Payment Dates: 9/4/2021 - 9/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
31774082721	97197	09/17/2021	100-343-43102	3001 Simas Ave--Irrigation Use Only	147.24
31775082721	97197	09/17/2021	100-343-43102	3061 Simas Ave--Irrigation Use Only	147.24
32000083021	97197	09/17/2021	201-343-43102	2361 San Pablo Ave--Offices--Old Bank Building	585.99
32187082621	97197	09/17/2021	100-343-43102	2601 Charles St--Irrigation Use Only	57.74
32364-081721	97153	09/10/2021	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	117.24
32606-081721	97153	09/10/2021	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	57.34
34462-081321	97153	09/10/2021	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	57.27
35474-082021	97153	09/10/2021	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	273.55
35748-081721	97153	09/10/2021	209-553-43102	2454 SIMAS AVE-TINY TOTS	45.58
35748-081721	97153	09/10/2021	209-557-43102	2454 SIMAS AVE-TINY TOTS	1,473.68
40499082621	97197	09/17/2021	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	57.74
40787082621	97197	09/17/2021	201-343-43102	2361 San Pablo Ave--Irrigation Use Only	57.74
41397082721	97197	09/17/2021	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	57.78
44461083021	97197	09/17/2021	100-110-43102	2131 Pear St--Offices--City Hall	2.71
44461083021	97197	09/17/2021	100-111-43102	2131 Pear St--Offices--City Hall	6.50
44461083021	97197	09/17/2021	100-112-43102	2131 Pear St--Offices--City Hall	5.96
44461083021	97197	09/17/2021	100-115-43102	2131 Pear St--Offices--City Hall	17.66
44461083021	97197	09/17/2021	100-116-43102	2131 Pear St--Offices--City Hall	5.96
44461083021	97197	09/17/2021	100-117-43102	2131 Pear St--Offices--City Hall	47.68
44461083021	97197	09/17/2021	100-343-43102	2131 Pear St--Offices--City Hall	84.95
44461083021	97197	09/17/2021	200-342-43102	2131 Pear St--Offices--City Hall	15.17
44461083021	97197	09/17/2021	212-461-43102	2131 Pear St--Offices--City Hall	5.74
44461083021	97197	09/17/2021	212-462-43102	2131 Pear St--Offices--City Hall	15.28
44461083021	97197	09/17/2021	285-464-43102	2131 Pear St--Offices--City Hall	4.55
44461083021	97197	09/17/2021	505-119-43102	2131 Pear St--Offices--City Hall	4.55
45474083021	97197	09/17/2021	100-110-43102	2131 Pear St--Offices--City Hall	7.32
45474083021	97197	09/17/2021	100-111-43102	2131 Pear St--Offices--City Hall	17.58
45474083021	97197	09/17/2021	100-112-43102	2131 Pear St--Offices--City Hall	16.11
45474083021	97197	09/17/2021	100-115-43102	2131 Pear St--Offices--City Hall	47.76
45474083021	97197	09/17/2021	100-116-43102	2131 Pear St--Offices--City Hall	16.11
45474083021	97197	09/17/2021	100-117-43102	2131 Pear St--Offices--City Hall	128.92
45474083021	97197	09/17/2021	100-343-43102	2131 Pear St--Offices--City Hall	229.71
45474083021	97197	09/17/2021	200-342-43102	2131 Pear St--Offices--City Hall	41.02
45474083021	97197	09/17/2021	212-461-43102	2131 Pear St--Offices--City Hall	15.53
45474083021	97197	09/17/2021	212-462-43102	2131 Pear St--Offices--City Hall	41.31
45474083021	97197	09/17/2021	285-464-43102	2131 Pear St--Offices--City Hall	12.31
45474083021	97197	09/17/2021	505-119-43102	2131 Pear St--Offices--City Hall	12.31
53826-082021	97153	09/10/2021	310-348-43102	2677 Pinole Valley Rd--Irrigation Use Only	1,668.47
54167083021	97197	09/17/2021	100-345-43102	1600 Primrose Lane--Irrigation Use Only	775.01
54181-081721	97153	09/10/2021	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	1,219.96
54182-081721	97153	09/10/2021	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	297.67
54625083021	97197	09/17/2021	209-558-43102	601 Tennent Ave--Memorial Hall	299.78
64589082621	97197	09/17/2021	100-345-43102	659 Tennent Ave--Parks & Gardens--Blackies Storage	57.74
64595083021	97197	09/17/2021	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	84.61

WARRANT

Payment Dates: 9/4/2021 - 9/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
64595083021	97197	09/17/2021	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	84.61
64596083021	97197	09/17/2021	100-345-43102	2310 Park St--Fernandez Park Baseball Field	8,508.96
65167083021	97197	09/17/2021	201-343-43102	2100 San Pablo Ave--Offices--Faria House	373.52
65168082621	97197	09/17/2021	201-343-43102	2100 San Pablo Ave--Irrigation Use Only	57.74
65169083021	97197	09/17/2021	201-343-43102	2100 San Pablo Ave--Offices--Faria House	105.12
65183083021	97197	09/17/2021	201-343-43102	2361 San Pablo Ave--Old Bank Building	57.74
65190082621	97197	09/17/2021	201-343-43102	813 Fernandez Ave--Irrigation Use Only	57.74
65395083021	97197	09/17/2021	100-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	1,866.56
65422083021	97197	09/17/2021	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	854.58
65553082621	97197	09/17/2021	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	87.23
65569082621	97197	09/17/2021	209-558-43102	601 Tennent Ave--Memorial Hall	93.21
65922082621	97197	09/17/2021	100-343-43102	636 Tennent Ave--Irrigation Use Only	57.74
65923083021	97197	09/17/2021	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	585.99
65924083021	97197	09/17/2021	100-222-43102	880 Tennent Ave--Public Safety Facility/Building	989.28
65924083021	97197	09/17/2021	100-223-43102	880 Tennent Ave--Public Safety Facility/Building	219.84
65924083021	97197	09/17/2021	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	989.27
66363083021	97197	09/17/2021	100-345-43102	1818 Canyon Dr--Irrigation Use Only	1,109.36
66529082621	97197	09/17/2021	100-345-43102	656 Pinole Shores Dr--Irrigation Use Only	87.23
66531083121	97197	09/17/2021	100-343-43102	800 PINOLE SHORES DR-IRRIGATION USE ONLY	220.97
66532082621	97197	09/17/2021	100-343-43102	901 Pinole Shores Dr--Irrigation Use Only	147.23
66535082621	97197	09/17/2021	100-343-43102	1001 Pinole Shores Dr--Irrigation Use Only	147.23
66536083021	97197	09/17/2021	100-343-43102	2401 Del Monte Way--Irrigation Use Only	57.74
66640082621	97197	09/17/2021	100-343-43102	726 San Pablo Ave--Irrigation Use Only	87.23
66641083021	97197	09/17/2021	100-343-43102	880 San Pablo Ave--Irrigation Use Only	425.93
6664208262021	97197	09/17/2021	100-343-43102	1400 San Pablo Ave--Irrigation Use Only	87.23
66643082621	97197	09/17/2021	100-343-43102	2000 San Pablo Ave--Irrigation Use Only	87.23
70108082721	97197	09/17/2021	310-347-43102	1303 Pinole Valley Rd--Irrigation Use Only	905.08
71919082621	97197	09/17/2021	100-343-43102	2329 Orleans Dr--Irrigation Use Only	117.74
87765-081721	97153	09/10/2021	100-345-43102	2520 APPIAN WAY-IRRIGATION USE ONLY	307.61
88057-082521	97153	09/10/2021	100-343-43102	1960 Sarah Dr--Irrigation Use Only	248.43
88506-081721	97153	09/10/2021	100-345-43102	1470 FITZGERALD DR-IRRIGATION USE ONLY	159.83
				Vendor EBM01 - EBMUD Total:	**31,938.92**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT.					
APR-JUNE 2021	97154	09/10/2021	209-552-41012	APRIL-JUNE EMPLOYMENT TAX	41.88
APR-JUNE 2021	97154	09/10/2021	209-554-41012	APRIL-JUNE EMPLOYMENT TAX	52.29
APR-JUNE 2021	97154	09/10/2021	500-641-41012	APRIL-JUNE EMPLOYMENT TAX	254.65
JAN-MAR 2021	97154	09/10/2021	209-552-41012	JANUARY-MARCH 2021 UNEMPLOYMENT TAX	323.59
JAN-MAR 2021	97154	09/10/2021	209-554-41012	JANUARY-MARCH 2021 UNEMPLOYMENT TAX	478.63
JAN-MAR 2021	97154	09/10/2021	500-641-41012	JANUARY-MARCH 2021 UNEMPLOYMENT TAX	2,177.02
JAN-MAR 2021	97154	09/10/2021	998-20113	JANUARY-MARCH 2021 UNEMPLOYMENT TAX	-807.07
OCT-DEC 2020	97154	09/10/2021	100-111-41012	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	3,469.20
OCT-DEC 2020	97154	09/10/2021	100-221-41012	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	9,027.20
OCT-DEC 2020	97154	09/10/2021	105-231-41012	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	236.97
OCT-DEC 2020	97154	09/10/2021	209-552-41012	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	375.51
OCT-DEC 2020	97154	09/10/2021	209-553-41012	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	905.23
OCT-DEC 2020	97154	09/10/2021	209-554-41012	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	203.62
OCT-DEC 2020	97154	09/10/2021	505-119-41012	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	178.67
OCT-DEC 2020	97154	09/10/2021	998-20113	OCTOBER-DECEMBER 2020 UNEMPLOYMENT INSURANCE	-357.65
				Vendor EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT. Total:	**16,559.74**
Vendor: 1612 - FIRST VANGUARD RENTALS & SALES					
1-502788	97155	09/10/2021	200-342-47205	LINE LAZER MANUAL - CY	14,780.92
1-502997	97155	09/10/2021	214-342-42514	MISD DEPARTMENTAL SUPPLIES-PW	2,239.74
1-503286	97155	09/10/2021	214-342-42514	NUVO CSC 30.5LB - CY	2,368.21
				Vendor 1612 - FIRST VANGUARD RENTALS & SALES Total:	**19,388.87**
Vendor: FIS01 - FISHER SCIENTIFIC					
8852245	97200	09/17/2021	500-641-44305	LAB SUPPLIES WPCP	187.25
9209842	97156	09/10/2021	500-641-44303	ACETATE BUFF - WPCP	344.36
				Vendor FIS01 - FISHER SCIENTIFIC Total:	**531.61**
Vendor: FLA09 - FLAGTIME, USA					
1641	97157	09/10/2021	100-343-44306	CORP YARD FLAGS	224.53
				Vendor FLA09 - FLAGTIME, USA Total:	**224.53**
Vendor: 1979 - GALAXY PRESS					
34681	97158	09/10/2021	100-222-42201	BUSINESS CARDS PD PETERSON / FODOR	117.23
34682	97158	09/10/2021	100-115-42201	BUSINESS CARDS FINANCE RUSSELL	71.46
34697	97158	09/10/2021	212-462-42201	BUSINESS CARDS BUILDING NUNES / KIM	126.25
				Vendor 1979 - GALAXY PRESS Total:	**314.94**
Vendor: KEN14 - GREG KENNEDY RN					
97	97159	09/10/2021	100-231-42101	SERVICES FOR JULY 2021 - FD	2,000.00
				Vendor KEN14 - GREG KENNEDY RN Total:	**2,000.00**
Vendor: 2244 - GYM DOCTORS					
00122175	97201	09/17/2021	100-221-42304	GYM MAINTENANCE EQUIP PD	180.00
				Vendor 2244 - GYM DOCTORS Total:	**180.00**
Vendor: HAC01 - HACH COMPANY					
12596955	97160	09/10/2021	500-641-44303	NITRATE - WPCP	112.93
12625314	97202	09/17/2021	500-641-44305	LAB SUPPLIES WPCP	1,237.56

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
12632133	97202	09/17/2021	500-641-44305	NUTRIENT BFR LAB SUPPLIES WPCP	112.80
				Vendor HAC01 - HACH COMPANY Total:	**1,463.29**
Vendor: 2243 - HAMILTON CASTER & MFG. CO.					
583099-CACIPI010	97203	09/17/2021	207-344-42107	ERGO GLIDE CORP YARD	885.72
				Vendor 2243 - HAMILTON CASTER & MFG. CO. Total:	**885.72**
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
SEPT2021	97161	09/10/2021	100-110-41002	HEALTH DENTAL BENEFITS	498.18
SEPT2021	97161	09/10/2021	100-111-41002	HEALTH DENTAL BENEFITS	518.03
SEPT2021	97161	09/10/2021	100-112-41002	HEALTH DENTAL BENEFITS	134.47
SEPT2021	97161	09/10/2021	100-113-41002	HEALTH DENTAL BENEFITS	53.45
SEPT2021	97161	09/10/2021	100-115-41002	HEALTH DENTAL BENEFITS	383.56
SEPT2021	97161	09/10/2021	100-116-41002	HEALTH DENTAL BENEFITS	53.45
SEPT2021	97161	09/10/2021	100-221-41002	HEALTH DENTAL BENEFITS	1,368.89
SEPT2021	97161	09/10/2021	100-221-41002	HEALTH DENTAL BENEFITS	134.47
SEPT2021	97161	09/10/2021	100-222-41002	HEALTH DENTAL BENEFITS	302.54
SEPT2021	97161	09/10/2021	100-222-41002	HEALTH DENTAL BENEFITS	53.45
SEPT2021	97161	09/10/2021	100-223-41002	HEALTH DENTAL BENEFITS	1,318.75
SEPT2021	97161	09/10/2021	100-231-41002	HEALTH DENTAL BENEFITS	1,137.20
SEPT2021	97161	09/10/2021	100-341-41002	HEALTH DENTAL BENEFITS	241.37
SEPT2021	97161	09/10/2021	100-343-41002	HEALTH DENTAL BENEFITS	921.44
SEPT2021	97161	09/10/2021	100-465-41002	HEALTH DENTAL BENEFITS	114.62
SEPT2021	97161	09/10/2021	105-221-41002	HEALTH DENTAL BENEFITS	820.57
SEPT2021	97161	09/10/2021	105-231-41002	HEALTH DENTAL BENEFITS	53.45
SEPT2021	97161	09/10/2021	105-231-41002	HEALTH DENTAL BENEFITS	189.71
SEPT2021	97161	09/10/2021	106-222-41002	HEALTH DENTAL BENEFITS	134.47
SEPT2021	97161	09/10/2021	106-231-41002	HEALTH DENTAL BENEFITS	114.62
SEPT2021	97161	09/10/2021	209-551-41002	HEALTH DENTAL BENEFITS	134.47
SEPT2021	97161	09/10/2021	209-552-41002	HEALTH DENTAL BENEFITS	88.19
SEPT2021	97161	09/10/2021	209-554-41002	HEALTH DENTAL BENEFITS	121.02
SEPT2021	97161	09/10/2021	212-461-41002	HEALTH DENTAL BENEFITS	134.47
SEPT2021	97161	09/10/2021	500-641-41002	HEALTH DENTAL BENEFITS	948.94
SEPT2021	97161	09/10/2021	500-642-41002	HEALTH DENTAL BENEFITS	241.37
SEPT2021	97161	09/10/2021	505-119-41002	HEALTH DENTAL BENEFITS	268.94
SEPT2021	97161	09/10/2021	998-20105	HEALTH DENTAL BENEFITS	146.78
SEPT2021	97161	09/10/2021	998-20105	HEALTH DENTAL BENEFITS	322.39
				Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:	**10,953.26**
Vendor: HOR05 - HORIZON					
1R287216	97162	09/10/2021	100-345-44306	IRRIGATION LANDSCAPE EQUIP - CY	421.89
				Vendor HOR05 - HORIZON Total:	**421.89**
Vendor: IMA01 - IMAGE SALES, INC.					
0070784-IN	97163	09/10/2021	100-222-42201	BADGES - PD	21.07
0070854-IN	97204	09/17/2021	100-222-42201	BADGES PD	45.77
				Vendor IMA01 - IMAGE SALES, INC. Total:	**66.84**
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X06256601	97205	09/17/2021	500-641-44305	DI EXCHANGE/CATALYTIC CARBON/DEIONIZATION SERVICE	471.65
				Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:	**471.65**
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
234025	97206	09/17/2021	100-117-42511	PORTABLE TOILET RENTAL RECREATION	137.77
				Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:	**137.77**
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
08302021	97164	09/10/2021	209-552-43802	YOGA CLASS - PSC	196.35
				Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:	**196.35**

Return to Agenda

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1611 - JANICE M. BYER					
083021	97165	09/10/2021	209-552-43802	EXERCISE CLASSES - PSC	630.00
				Vendor 1611 - JANICE M. BYER Total:	**630.00**
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000030404	97207	09/17/2021	500-641-44302	SLUDGE REMOVAL WPCP	6,298.34
				Vendor KEL09 - KELLER CANYON LANDFILL Total:	**6,298.34**
Vendor: KNO03 - KNORR SYSTEMS,INC.					
SI231168	97208	09/17/2021	209-557-42108	MINI BULK SODIUM HYPOCHORITE CY	1,050.29
				Vendor KNO03 - KNORR SYSTEMS,INC. Total:	**1,050.29**
Vendor: 2181 - KOFF & ASSOCIATES INC.					
013565	97209	09/17/2021	100-116-42101	PROFESSIONAL SERVICES ADMINISTRATION	9,680.00
				Vendor 2181 - KOFF & ASSOCIATES INC. Total:	**9,680.00**
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
10578	97210	09/17/2021	500-641-44303	ZETAG BAGS WPCP	4,881.71
				Vendor KUB00 - KUBWATER RESOURCES, INC. Total:	**4,881.71**
Vendor: LAK01 - LAKESHORE					
486968081921	97166	09/10/2021	209-553-42514	CLASS SUPPLIES - TINY TOTS	140.46
486969081921	97166	09/10/2021	209-553-42514	STAND UP MAGNETIC BOARD - TINY TOTS	76.11
				Vendor LAK01 - LAKESHORE Total:	**216.57**
Vendor: CUR03 - LN CURTIS & SONS					
INV519085	97167	09/10/2021	100-231-42107	UNIFORM EQUIP JOE TORRES - FD	1,042.80
				Vendor CUR03 - LN CURTIS & SONS Total:	**1,042.80**
Vendor: MAC04 - MACK TREE CO					
0802	97168	09/10/2021	100-231-42512	FIRE PREVENTION MAINTENANCE - FD	27,600.00
				Vendor MAC04 - MACK TREE CO Total:	**27,600.00**
Vendor: MAN01 - MANNA FOODS, INC.					
962384	97211	09/17/2021	209-552-43804	MEAT PSC	204.38
				Vendor MAN01 - MANNA FOODS, INC. Total:	**204.38**
Vendor: MCM05 - MCMASTER-CARR SUPPLY C0.					
63580026	97212	09/17/2021	500-641-44306	MINERAL OIL WPCP	219.03
63664089	97212	09/17/2021	500-641-44306	MINERAL OIL WPCP	199.16
63836510	97212	09/17/2021	500-641-44306	VBELT PVC PLASTIC PIPE SUPPLIES FOR WPCP	153.11
				Vendor MCM05 - MCMASTER-CARR SUPPLY C0. Total:	**571.30**
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1125336	97213	09/17/2021	209-551-42101	PROFESSIONAL SERVICES IMPACT FEE AND USE FEE STUDY	2,880.00
				Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:	**2,880.00**
Vendor: MUN01 - MUNICIPAL MAINTENANCE EQUIPMENT					
0162369-IN	97169	09/10/2021	214-342-47104	VACUUM TRUCK	122,281.25
0162369-IN	97169	09/10/2021	500-642-47104	VACUUM TRUCK	244,929.71
				Vendor MUN01 - MUNICIPAL MAINTENANCE EQUIPMENT Total:	**367,210.96**
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV002020	97170	09/10/2021	100-110-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	2.33
INV002020	97170	09/10/2021	100-111-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	44.33
INV002020	97170	09/10/2021	100-112-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	10.93

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV002020	97170	09/10/2021	100-113-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	0.21
INV002020	97170	09/10/2021	100-115-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	27.84
INV002020	97170	09/10/2021	100-116-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	5.97
INV002020	97170	09/10/2021	100-221-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	190.36
INV002020	97170	09/10/2021	100-222-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	19.95
INV002020	97170	09/10/2021	100-223-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	77.25
INV002020	97170	09/10/2021	100-231-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	106.99
INV002020	97170	09/10/2021	100-341-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	27.23
INV002020	97170	09/10/2021	100-343-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	37.56
INV002020	97170	09/10/2021	100-465-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	5.47
INV002020	97170	09/10/2021	105-221-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	56.17
INV002020	97170	09/10/2021	105-231-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	25.99
INV002020	97170	09/10/2021	106-222-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	4.39
INV002020	97170	09/10/2021	106-231-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	13.40
INV002020	97170	09/10/2021	204-227-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	7.81
INV002020	97170	09/10/2021	205-227-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	0.46
INV002020	97170	09/10/2021	209-551-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	5.28
INV002020	97170	09/10/2021	209-552-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	11.08
INV002020	97170	09/10/2021	209-553-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	5.48
INV002020	97170	09/10/2021	209-554-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	10.98
INV002020	97170	09/10/2021	212-461-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	10.00
INV002020	97170	09/10/2021	212-462-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	20.23

WARRANT

Payment Dates: 9/4/2021 - 9/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV002020	97170	09/10/2021	317-345-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	0.82
INV002020	97170	09/10/2021	500-641-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	63.15
INV002020	97170	09/10/2021	500-642-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	16.60
INV002020	97170	09/10/2021	505-119-46201	3RD & 4TH QTR FY 21 SUPPLEMENTAL VEHICLE PREMIUM	14.62
				Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:	**822.88**
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1363873	97171	09/10/2021	100-221-41008	INSURANCE PREMIUM PD	29.70
1363873	97171	09/10/2021	100-221-41008	INSURANCE PREMIUM PD	386.10
1363873	97171	09/10/2021	100-223-41008	INSURANCE PREMIUM PD	215.00
1363873	97171	09/10/2021	105-221-41008	INSURANCE PREMIUM PD	148.50
				Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:	**779.30**
Vendor: 2007 - NATIONAL AUTO FLEET GROUP					
WF2280	97172	09/10/2021	160-342-47104	2021 FORD SUPER DUTY F350	36,475.59
				Vendor 2007 - NATIONAL AUTO FLEET GROUP Total:	**36,475.59**
Vendor: 2043 - NORCAL KENWORTH					
G102982	97214	09/17/2021	500-641-42107	TRUCK INSPECTION WPCP	349.97
G103282	97214	09/17/2021	500-641-42107	TRUCK INSPECTION WPCP	349.97
				Vendor 2043 - NORCAL KENWORTH Total:	**699.94**
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100400483999	97215	09/17/2021	209-554-42108	ELEVATOR MAINTENANCE	172.29
100400484597	97215	09/17/2021	100-222-42108	ELEVATOR MAINTENANCE	116.81
				Vendor OTI01 - OTIS ELEVATOR COMPANY Total:	**289.10**
Vendor: PAC41 - PACIFIC ECORISK					
17639	97216	09/17/2021	500-641-44305	LAB SUPPLIES WPCP	1,046.00
				Vendor PAC41 - PACIFIC ECORISK Total:	**1,046.00**
Vendor: LON02 - PATRICIA LONG					
08302021	97173	09/10/2021	209-552-43802	CWLD CLASS - PSC	75.60
				Vendor LON02 - PATRICIA LONG Total:	**75.60**
Vendor: PGE01 - PG&E					
082621-8511	97174	09/10/2021	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	11.98
082621-9929	97174	09/10/2021	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	92.80
082721-4256	97174	09/10/2021	500-641-43103	11 TENNANT AVE	78,423.24
082721-4430	97174	09/10/2021	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	11.42
082721-7547	97174	09/10/2021	100-222-43103	880 Tennent Ave-Public Safety Facility	4,428.81
082721-7547	97174	09/10/2021	100-223-43103	880 Tennent Ave-Public Safety Facility	885.76
082721-7547	97174	09/10/2021	100-231-43103	880 Tennent Ave-Public Safety Facility	3,543.05
082721-9961	97174	09/10/2021	209-552-43103	2500 CHARLES ST-SENIOR CENTER	3,942.11
				Vendor PGE01 - PG&E Total:	**91,339.17**
Vendor: PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC					
3104924253	97217	09/17/2021	100-117-42201	POSTAGE MACHINE LEASE ADMINISTRATION	476.87
				Vendor PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Total:	**476.87**

WARRANT

Payment Dates: 9/4/2021 - 9/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1009 - PRECISION IT CONSULTING					
11772	97218	09/17/2021	525-118-42101	IT PROFESSIONAL SERVICES	433.63
				Vendor 1009 - PRECISION IT CONSULTING Total:	**433.63**
Vendor: J&O01 - RUBBER DUST INC.					
142845	97219	09/17/2021	500-642-42107	TRUCK MAINTENANCE CORP YARD	822.94
142855	97219	09/17/2021	100-343-44306	MAINTENANCE REPAIR CORP YARD	54.00
				Vendor J&O01 - RUBBER DUST INC. Total:	**876.94**
Vendor: SHR02 - SHRED DEFENSE INC					
39380 JULY	97220	09/17/2021	100-222-42101	SHREDDING SERVICES JULY PD	166.40
40507	97220	09/17/2021	100-222-42101	SHREDDING SERVICE PD	166.40
				Vendor SHR02 - SHRED DEFENSE INC Total:	**332.80**
Vendor: SQU00 - SQUARE DEAL GARAGE					
36322	97175	09/10/2021	100-343-44306	FORD PICKUP REPAIRS / MAINTENANCE -CY	1,410.89
36382	97221	09/17/2021	100-222-42107	CAR MAINTENANCE PD	48.06
				Vendor SQU00 - SQUARE DEAL GARAGE Total:	**1,458.95**
Vendor: STE20 - STERICYCLE, INC.					
3005685347	97222	09/17/2021	100-222-42101	MEDICAL WASTE SERVICE PD	115.81
				Vendor STE20 - STERICYCLE, INC. Total:	**115.81**
Vendor: SYA01 - SYAR INDUSTRIES,INC.					
842585	97176	09/10/2021	200-342-47205	EZ STREET ASPHALT BULK - CY	359.49
				Vendor SYA01 - SYAR INDUSTRIES,INC. Total:	**359.49**
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-202108-1	97223	09/17/2021	525-118-42510	SOFTWARE SUPPORT	101.80
				Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:	**101.80**
Vendor: UNI38 - UNIVAR USA INC					
49387614	97224	09/17/2021	500-641-44303	SOD HYPO WPCP	3,638.87
49410936	97224	09/17/2021	500-641-44303	SOD BISULFITE WPCP	6,814.47
				Vendor UNI38 - UNIVAR USA INC Total:	**10,453.34**
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
263549	97177	09/10/2021	100-343-44306	JANITORIAL SUPPLIES - CY	502.12
263586	97177	09/10/2021	100-231-44306	JANITORIAL SUPPLIES - PD	133.77
263587	97177	09/10/2021	100-343-44306	JANITORIAL CH	79.96
263601	97177	09/10/2021	100-231-44306	TOWELS AND BATH TISSUE - FD	290.64
263897	97225	09/17/2021	100-343-42108	JANITORIAL SUPPLIES CH	107.62
263914	97225	09/17/2021	100-343-42108	JANITORIAL SUPPLIES CY	483.92
491738	97225	09/17/2021	100-231-42108	SHAMPOO SERVICES TO CARPETS AT FIRE DPT.	722.00
492095	97225	09/17/2021	100-231-42108	JANITORIAL SERVICE AUGUST FIRE DEPT	146.00
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	**2,466.03**
Vendor: VIS01 - VISION SERVICE PLAN					
81306794	97178	09/10/2021	100-110-41003	VISION BENEFITS	74.44
81306794	97178	09/10/2021	100-111-41003	VISION BENEFITS	74.44
81306794	97178	09/10/2021	100-112-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	100-113-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	100-115-41003	VISION BENEFITS	55.83
81306794	97178	09/10/2021	100-116-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	100-221-41003	VISION BENEFITS	334.98
81306794	97178	09/10/2021	100-222-41003	VISION BENEFITS	55.83
81306794	97178	09/10/2021	100-223-41003	VISION BENEFITS	223.32
81306794	97178	09/10/2021	100-231-41003	VISION BENEFITS	241.93
81306794	97178	09/10/2021	100-341-41003	VISION BENEFITS	55.83
81306794	97178	09/10/2021	100-343-41003	VISION BENEFITS	130.27
81306794	97178	09/10/2021	100-465-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	105-221-41003	VISION BENEFITS	111.66

WARRANT

Payment Dates: 9/4/2021 - 9/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
81306794	97178	09/10/2021	105-231-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	106-222-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	106-231-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	209-551-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	209-552-41003	VISION BENEFITS	37.22
81306794	97178	09/10/2021	209-554-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	212-461-41003	VISION BENEFITS	18.61
81306794	97178	09/10/2021	212-462-41003	VISION BENEFITS	37.22
81306794	97178	09/10/2021	500-641-41003	VISION BENEFITS	167.49
81306794	97178	09/10/2021	500-642-41003	VISION BENEFITS	55.83
81306794	97178	09/10/2021	505-119-41003	VISION BENEFITS	37.22
81306794	97178	09/10/2021	998-20106	VISION BENEFITS	37.22
				Vendor VIS01 - VISION SERVICE PLAN Total:	**1,916.83**
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
08302021	97179	09/10/2021	209-552-43802	GENTLE YOGA - PSC	107.80
				Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:	**107.80**
Vendor: VWR01 - VWR INTERNATIONAL, LLC.					
8805799024	97226	09/17/2021	500-641-44305	LAB SUPPLIES WPCP	198.33
8805799025	97226	09/17/2021	500-641-44305	LAB SUPPLIES WPCP	113.43
				Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:	**311.76**
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
8223544	97180	09/10/2021	100-343-42108	PEST CONTROL CORP YARD	69.00
				Vendor WES01 - WESTERN EXTERMINATOR CO. Total:	**69.00**
Vendor: 1520 - WEX BANK					
73850534	97227	09/17/2021	100-221-42301	FUEL PURCHASE FOR PINOLE POLICE	65.16
				Vendor 1520 - WEX BANK Total:	**65.16**
				Grand Total:	**760,020.73**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	175,998.22
105 - Measure S -2006	1,661.63
106 - MEASURE S-2014	12,304.10
160 - EQUIPMENT RESERVE	36,475.59
200 - Gas Tax Fund	15,196.60
201 - Restricted Real Estate Maintenance Fund	1,388.39
204 - Police Grants	7.81
205 - Traffic Safety Fund	0.46
207 - NPDES Storm Water Fund	885.72
209 - Recreation Fund	18,028.33
212 - Building & Planning	424.64
214 - Solid Waste Fund	126,889.20
215 - Measure C and J Fund	390.75
225 - Asset Seizure-Adjudicated Fund	7,000.00
285 - Housing Land Held for Resale	16.86
310 - Lighting & Landscape Districts	2,573.55
317 - Pinole Valley Caretaker Fund	0.82
500 - Sewer Enterprise Fund	357,145.54
505 - Cable Access TV	600.92
525 - Information Systems	3,689.93
998 - Payroll Clearing	-658.33
Grand Total:	**760,020.73**

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	611.15
100-10602	Gas Tanks/Fire Station	3,328.02
100-110-41002	Emp Benefits/Dental	498.18
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-43102	Utilities/Water	10.03
100-110-46201	Insurance/General Liability	2.33
100-111-41002	Emp Benefits/Dental	518.03
100-111-41003	Emp Benefits/Vision Care	74.44
100-111-41012	Emp Benefits/Unemploy...	3,469.20
100-111-43102	Utilities/Water	24.08
100-111-46201	Insurance/General Liability	44.33
100-112-41002	Emp Benefits/Dental	134.47
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-43102	Utilities/Water	22.07
100-112-46201	Insurance/General Liability	10.93
100-113-41002	Emp Benefits/Dental	53.45
100-113-41003	Emp Benefits/Vision Care	18.61
100-113-46201	Insurance/General Liability	0.21
100-115-41002	Emp Benefits/Dental	383.56
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-42101	Prof Svcs/Professional Ser...	190.57
100-115-42201	Office Expense	71.46
100-115-43102	Utilities/Water	65.42
100-115-46201	Insurance/General Liability	27.84
100-116-41002	Emp Benefits/Dental	53.45
100-116-41003	Emp Benefits/Vision Care	18.61
100-116-42101	Prof Svcs/Professional Ser...	10,429.50
100-116-43102	Utilities/Water	22.07
100-116-46201	Insurance/General Liability	5.97
100-117-42201	Office Expense	476.87
100-117-42511	Admin Exp/Equipment Re...	137.77
100-117-43102	Utilities/Water	176.60

Account Summary

Account Number	Account Name	Payment Amount
100-20011	Accounts Payable/Miscell...	45,780.00
100-221-41002	Emp Benefits/Dental	1,503.36
100-221-41003	Emp Benefits/Vision Care	334.98
100-221-41008	Emp Benefits/Long Term ...	415.80
100-221-41012	Emp Benefits/Unemploy...	9,027.20
100-221-42107	Prof Svcs/Equipment Mai...	70.00
100-221-42201	Office Expense	470.24
100-221-42301	Travel & Training/Conf-Re...	65.16
100-221-42304	Travel & Training/Officer...	180.00
100-221-46201	Insurance/General Liability	190.36
100-222-41002	Emp Benefits/Dental	355.99
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-42101	Prof Svcs/Professional Ser...	448.61
100-222-42107	Prof Svcs/Equipment Mai...	48.06
100-222-42108	Prof Svcs/Building-Structu...	116.81
100-222-42201	Office Expense	184.07
100-222-43102	Utilities/Water	989.28
100-222-43103	Utilities/Electricity & Pow...	4,428.81
100-222-44410	Safety Clothing	48.39
100-222-46201	Insurance/General Liability	19.95
100-223-41002	Emp Benefits/Dental	1,318.75
100-223-41003	Emp Benefits/Vision Care	223.32
100-223-41008	Emp Benefits/Long Term ...	215.00
100-223-43102	Utilities/Water	219.84
100-223-43103	Utilities/Electricity & Pow...	885.76
100-223-46201	Insurance/General Liability	77.25
100-231-41002	Emp Benefits/Dental	1,137.20
100-231-41003	Emp Benefits/Vision Care	241.93
100-231-42101	Prof Svcs/Professional Ser...	19,640.00
100-231-42104	Prof Svcs/Paramedic Servi...	377.89
100-231-42107	Prof Svcs/Equipment Mai...	1,042.80
100-231-42108	Prof Svcs/Building-Structu...	3,058.52
100-231-42512	Admin Exp/Abatement	27,600.00
100-231-43102	Utilities/Water	3,092.89
100-231-43103	Utilities/Electricity & Pow...	3,543.05
100-231-44306	Other Materials Supp/Ma...	2,739.04
100-231-46201	Insurance/General Liability	106.99
100-341-41002	Emp Benefits/Dental	241.37
100-341-41003	Emp Benefits/Vision Care	55.83
100-341-46201	Insurance/General Liability	27.23
100-343-41002	Emp Benefits/Dental	921.44
100-343-41003	Emp Benefits/Vision Care	130.27
100-343-42108	Prof Svcs/Building-Structu...	660.54
100-343-43102	Utilities/Water	3,023.70
100-343-44306	Other Materials Supp/Ma...	2,271.50
100-343-44410	Safety Clothing	1,690.73
100-343-46201	Insurance/General Liability	37.56
100-345-42108	Prof Svcs/Building-Structu...	250.00
100-345-43102	Utilities/Water	14,822.83
100-345-43103	Utilities/Electricity & Pow...	23.40
100-345-44306	Other Materials Supp/Ma...	421.89
100-465-41002	Emp Benefits/Dental	114.62
100-465-41003	Emp Benefits/Vision Care	18.61
100-465-46201	Insurance/General Liability	5.47
105-221-41002	Emp Benefits/Dental	820.57
105-221-41003	Emp Benefits/Vision Care	111.66
105-221-41008	Emp Benefits/Long Term ...	148.50
105-221-46201	Insurance/General Liability	56.17

Account Summary

Account Number	Account Name	Payment Amount
105-231-41002	Emp Benefits/Dental	243.16
105-231-41003	Emp Benefits/Vision Care	18.61
105-231-41012	Emp Benefits/Unemploy...	236.97
105-231-46201	Insurance/General Liability	25.99
106-222-41002	Emp Benefits/Dental	134.47
106-222-41003	Emp Benefits/Vision Care	18.61
106-222-46201	Insurance/General Liability	4.39
106-231-41002	Emp Benefits/Dental	114.62
106-231-41003	Emp Benefits/Vision Care	18.61
106-231-46201	Insurance/General Liability	13.40
106-343-47201	Improvements/Building	12,000.00
160-342-47104	FF&E/Vehicles	36,475.59
200-342-43102	Utilities/Water	56.19
200-342-47205	Improvements/Streets	15,140.41
201-343-43102	Utilities/Water	1,295.59
201-343-43103	Utilities/Electricity & Pow...	92.80
204-227-46201	Insurance/General Liability	7.81
205-227-46201	Insurance/General Liability	0.46
207-344-42107	Prof Svcs/Equipment Mai...	885.72
209-551-41002	Emp Benefits/Dental	134.47
209-551-41003	Emp Benefits/Vision Care	18.61
209-551-42101	Prof Svcs/Professional Ser...	2,880.00
209-551-46201	Insurance/General Liability	5.28
209-552-41002	Emp Benefits/Dental	88.19
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-41012	Emp Benefits/Unemploy...	740.98
209-552-42108	Prof Svcs/Building-Structu...	1,047.24
209-552-43102	Utilities/Water	2,223.60
209-552-43103	Utilities/Electricity & Pow...	3,942.11
209-552-43802	Program Cost/Class Fees	1,189.75
209-552-43804	Program Cost/Food Progr...	204.38
209-552-46201	Insurance/General Liability	11.08
209-553-41012	Emp Benefits/Unemploy...	905.23
209-553-42514	Admin Exp/Special Depart	216.57
209-553-43102	Utilities/Water	45.58
209-553-46201	Insurance/General Liability	5.48
209-554-41002	Emp Benefits/Dental	121.02
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-41012	Emp Benefits/Unemploy...	734.54
209-554-42108	Prof Svcs/Building-Structu...	172.29
209-554-43102	Utilities/Water	84.61
209-554-46201	Insurance/General Liability	10.98
209-557-42108	Prof Svcs/Building-Structu...	1,050.29
209-557-43102	Utilities/Water	1,473.68
209-558-43102	Utilities/Water	392.99
209-559-43102	Utilities/Water	273.55
212-461-41002	Emp Benefits/Dental	134.47
212-461-41003	Emp Benefits/Vision Care	18.61
212-461-43102	Utilities/Water	21.27
212-461-46201	Insurance/General Liability	10.00
212-462-41003	Emp Benefits/Vision Care	37.22
212-462-42201	Office Expense	126.25
212-462-43102	Utilities/Water	56.59
212-462-46201	Insurance/General Liability	20.23
214-342-42514	Admin Exp/Special Depart	4,607.95
214-342-47104	FF&E/Vehicles	122,281.25
215-341-43101	Utilities/Telephone	390.75
225-221-42514	Admin Exp/Special Depart	7,000.00

Account Summary

Account Number	Account Name	Payment Amount
285-464-43102	Utilities/Water	16.86
310-347-43102	Utilities/Water	905.08
310-348-43102	Utilities/Water	1,668.47
317-345-46201	Insurance/General Liability	0.82
500-641-41002	Emp Benefits/Dental	948.94
500-641-41003	Emp Benefits/Vision Care	167.49
500-641-41012	Emp Benefits/Unemploy...	2,431.67
500-641-42107	Prof Svcs/Equipment Mai...	794.94
500-641-43102	Utilities/Water	854.58
500-641-43103	Utilities/Electricity & Pow...	78,423.24
500-641-44302	Other Materials Supp/Slu...	6,298.34
500-641-44303	Other Materials Supp/Ch...	15,792.34
500-641-44305	Other Materials Supp/Lab...	3,906.62
500-641-44306	Other Materials Supp/Ma...	1,024.35
500-641-44410	Safety Clothing	373.43
500-641-46201	Insurance/General Liability	63.15
500-642-41002	Emp Benefits/Dental	241.37
500-642-41003	Emp Benefits/Vision Care	55.83
500-642-42107	Prof Svcs/Equipment Mai...	822.94
500-642-46201	Insurance/General Liability	16.60
500-642-47104	FF&E/Vehicles	244,929.71
505-119-41002	Emp Benefits/Dental	268.94
505-119-41003	Emp Benefits/Vision Care	37.22
505-119-41012	Emp Benefits/Unemploy...	178.67
505-119-43102	Utilities/Water	101.47
505-119-46201	Insurance/General Liability	14.62
525-118-42101	Prof Svcs/Professional Ser...	433.63
525-118-42510	Admin Exp/Software Purch	818.21
525-118-43101	Utilities/Telephone	2,438.09
998-20105	Sal & Ben Payable/Dental ...	469.17
998-20106	Sal & Ben Payable/Vision ...	37.22
998-20113	Sal & Ben Payable/SIT Wit...	-1,164.72
	Grand Total:	**760,020.73**

Project Account Summary

Project Account Key	Payment Amount
None	760,020.73
Grand Total:	**760,020.73**

Approved by: _____ Date: 9/16/2021

Return to Agenda

CITY COUNCIL REPORT

8C

DATE: SEPTEMBER 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

SUBJECT: RESOLUTION CONFIRMING CONTINUED EXISTENCE OF LOCAL EMERGENCY

RECOMMENDATION

Staff recommends that the City Council adopt a resolution confirming the continued existence of a local emergency.

BACKGROUND

On March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. The emergency declaration was based on public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 ("COVID-19"), including confirmed cases in Contra Costa County, as well as, the Contra Costa County Department of Health's shelter in place order dated March 16, 2020. The City Council subsequently adopted a resolution affirming the City Manager's emergency declaration.

The California Emergency Services Act requires the City Council to review the need for continuing the local emergency at least once every sixty (60) days. Although the local emergency does not end until terminated by the City Council, the Pinole Municipal Code requires the City Council to review the need for continuing the local emergency every fourteen (14) days.

The City Council has confirmed the continued existence of the local emergency repeatedly since the emergency was first declared, including most recently on September 21, 2021. This staff report discusses the current status of the COVID-19 pandemic and the emergency declaration, and whether the local emergency declaration should continue.

DISCUSSION

Current Case & Vaccination Trends

There have now been over 93,000 cases of COVID-19 within the County and approximately 911 deaths, which is a steady increase from two weeks ago. The case rate within the County for vaccinated individuals is approximately 2 new case per day per 100,000 people. The case rate within the County for unvaccinated individuals is approximately 36 cases per day per 100,000, which is almost ten times the rate as two months ago, but a decrease of over 35% from two weeks ago.

In Pinole, the rate of new cases over the last 14 days is approximately 206 new cases per 100,000 people. This is a decrease of almost 50% over the last two weeks, but still significantly higher than the case rate was two months ago. This pattern is consistent with trends throughout Contra Costa County and California of case rates declining from extreme highs.

Administration of the COVID-19 vaccine has been very successful in Contra Costa County, but progress has mostly stopped. The County estimates that over 85% of residents over the age of 12 have now received the first dose of the vaccine, and around 80% are fully vaccinated. Over 1.63illion vaccinations have already been administered in the County. These numbers have only increased slightly over the last month.

Everyone over the age of 12 is eligible to receive a COVID-19 vaccine in California. Appointments can be made through the County at cchealth.org/coronavirus or by calling 1-833-829-2626, as well as at https://myturn.ca.gov/. In addition, individuals can make appointments through their health care provider or certain local pharmacies, including Walgreens and CVS.

Role of Emergency Declaration

Under State law and the Pinole Municipal Code, the City may declare an emergency to respond to conditions of disaster or of extreme peril to the safety of persons and property within Pinole. There are three main reasons for a City to adopt an emergency declaration, each of which is addressed below. First, an emergency declaration gives the City the power to adopt emergency rules and waive certain otherwise applicable procedural requirements. For example, the City has used this power to allow businesses to obtain temporary use permits to operate outside without going through the normal process established by the Zoning Code. The City also used these powers to adopt an eviction moratorium, prior to the enactment of a similar moratorium by the County and State.

Second, an emergency declaration is usually necessary for the City to access certain types of State and Federal emergency funding. This requirement is common for natural disasters and other types of localized emergencies. Because of the widespread nature of the COVID-19 pandemic, State and Federal financial assistance related to COVID-19 has been provided without a requirement that the City maintain a general emergency declaration.

Third, an emergency declaration sends a message to the public that unusual conditions exists that actively threaten the public health, safety or welfare in the community. Both the State and County's emergency declarations remain in effect, and there have been no indication that either order will be terminated soon. Continuing to renew the emergency declaration helps communicate to the public that the COVID-19 emergency persists and that it remains necessary to continue to take safety precautions.

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution ratifying a local emergency.

ATTACHMENTS

A. Resolution Confirming Continued Existence of Local Emergency

3876311.1

ATTACHMENT A

RESOLUTION NO. 2021-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, Government Code Section 8630 and Pinole Municipal Code Section 2.32.060 authorize the Director of Emergency Service to proclaim a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter; and

WHEREAS, in accordance with Government Code Section 8630 and Pinole Code Section 2.32.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 18, 2020; and

WHEREAS, on March 24, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

WHEREAS, pursuant to Government Code Section 8630 and Pinole Municipal Code Section 2.32.060, the City Council must periodically review the need for continuing the local emergency; and

WHEREAS, the conditions that prompted the original declaration of a local emergency continue to exist; and

WHEREAS, the recitals contained in Resolution No. 2020-13, adopted by the City Council on March 24, 2020, are incorporated into this Resolution as if stated herein; and

WHEREAS, there have now been over 93,000 cases of COVID-19 and approximately 911 deaths within the County; and

WHEREAS, the case rate within the County for vaccinated individuals is approximately 2 new case per day per 100,000 people and the case rate within the County for unvaccinated individuals is approximately 36 cases per day per 100,000; and

WHEREAS, case rates are decreasing, but are still significantly higher than they were two months ago; and

WHEREAS, in order to maintain progress in containing the spread of COVID-19, the public must continue to practice appropriate safety measures; and

WHEREAS, the public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist; and

WHEREAS, the health, safety, and welfare of Pinole residents, businesses, visitors, and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows the City to access resources in a timely manner in a timely fashion; and

WHEREAS, the City Council finds that conditions of extreme peril to the safety of persons and property within the territorial limits of the City related to COVID-19 pandemic continue in existence; and

WHEREAS, the City Council finds that extraordinary measures are required to protect the public health, safety, and of persons and property within the City that are or are likely to be beyond the control or capability of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council have continued existence of a local emergency periodically since it was first declared on March 18, 2020; and

WHEREAS, the City Council desires to confirm the continued existence of a local emergency within Pinole due to COVID-19.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Pinole hereby declares as follows:

1. The local emergency declared by Resolution No. 2020-13 due to the COVID-19 Pandemic continues to exist within the City of Pinole.

2. During the existence of the declared local emergency, the powers, functions, and duties of the City Manager, acting as Director of Emergency Services, and the emergency organization of this City shall be those prescribed by State law and by ordinances and resolutions of the City of Pinole.

3. The declaration of local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of September, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

Return to Agenda

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 21st day of September, 2021.

_____

Heather Iopu, CMC
City Clerk

Return to Agenda

CITY COUNCIL REPORT

8D

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2023

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City and International Association of Fire Fighters ("IAFF") for the period of July 1, 2021 – June 30, 2023.

BACKGROUND

The current MOU between the City and IAFF expired on June 30, 2021. In accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of IAFF must meet and confer in good faith in an effort to reach agreement on terms for a successor MOU.

Prior to the commencement of this round of negotiations, the City undertook a thorough review of the current MOUs. The City's labor relations consultant, IEDA, has reviewed the MOUs for potential clean up and clarifying matters, as have frontline HR and payroll staff, an outside consulting firm (RGS), all department heads, and the City Attorney's office. Additionally, the City entered into an agreement with Koff & Associates to perform a total compensation study for all staff other than management and confidential employees.

Following the review process, the City presented IAFF with a total of 35 proposals, of which the majority were either changes to clarify a benefit and/or a process. The City's proposals addressed changes to economic provisions, changes to non-economic provisions, changes to make the MOU compliant with evolving legal requirements, and changes to clarify language in the MOU to help ensure that there is no misinterpretation by either party and that the MOU language accurately describes actual practices. Likewise, the City also received a total of 14 proposals from IAFF, all of which were economic.

REVIEW AND ANALYSIS

The City's negotiating team first met with IAFF on May 3, 2021, to commence negotiations for successor MOUs. Throughout the negotiations process, the City and

IAFF exchanged proposals of which the majority were either changes to clarify a benefit and/or a process.

The City and IAFF have met three (3) times, with the exchange of counter proposals occurring in late June, due to the delays mentioned above. After meeting and conferring, including the exchanging of counter proposals, the City and IAFF have reached a Total Tentative Agreement (TTA) on August 31, 2021. IAFF members met and notified the City that the membership ratified the TTA.

The successor agreement (Exhibit A to the attached resolution) is for a two (2) year period. Outlined below are the significant economic changes to the existing Memorandum of Understanding (MOU) for the period of July 1, 2021 – June 30, 2023. A summary of all the changes to the MOU are reflected on Attachment B.

Cost of Living Adjustment

- A Cost-of-Living Adjustment (COLA) of 3% effective the first full pay period following July 1, 2021.
- A COLA of 3% effective the first full pay period following July 1, 2022.

Equity Adjustment

Based on the results of the total compensation benchmarking study, and the City's desire to attract and retain quality employees, the City and IAFF agreed to an equity adjustment to the employees' base hourly rate in order to increase employees' salary commensurate to comparator agencies.

- An equity adjustment of 3% effective the first full pay period following July 1, 2021, and
- An equity adjustment of 3% effective the first full pay period following July 1, 2022.

Medical

- Effective January 2022, the City's contribution toward the employee's health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.
- Effective January 1, 2023, the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

Bilingual Pay

IAFF proposed instituting a bilingual pay provision in the MOU, which would allow the Fire Chief to assign a designated employee(s) to receive a monthly bilingual pay differential of 2.5% of the employee's base wage rate. To be eligible for the pay an employee must speak one of the recognized languages spoken in the City service area, be able to pass a bilingual test, and maintain certificates.

Retirement

Over the years, the City's total annual contribution to CalPERS, on behalf of current and retired employees, has increased due to a number of factors. Because the current employees cost sharing agreement is tied to the city total annual contribution percentage, which addresses city costs for current employees and retirees, employees' share of the city's cost has increased on an annual basis. In FY 2021/22, the employees cost sharing percentage is 22.1% of their base hourly rate, which is higher than other agencies in the County. (CalPERS considers 9% to be the expected employee contribution.)

The change to the retirement section of the MOU eliminates the cost sharing formula and establishes a fixed percentage which employees will contribute toward the City's Total Contribution Amount.

- Effective the pay period which includes July 1, 2021, the employees agreed to continue to pay the statutory employee's contribution of nine percent (9%) plus 9% of the employers' contribution for a total of 18%.
- Effective the pay period which includes July 1, 2022, the employees agreed to continue to pay the statutory employee's contribution of nine percent (9%) plus 6% of the employers' contribution for a total of 15%.

In addition to the economic proposal listed above, the City agreed to include language in the MOU pertaining to two reopener provisions. The two meet and confer items relate to minimum staffing and paramedic classification and are listed as follows:

- During the life of the new Memorandum of Understanding, the parties agree to meet and confer over the implementation of "minimum staffing", should any merger with Contra Costa Fire District be unsuccessful.
- During the life of the new Memorandum of Understanding, the parties agree to meet and confer to discuss the creation of an all-ranks Paramedic classification.

All economic and non-economic revisions, agreed to by the City and IAFF, are listed in the attached redline version of the MOU between the City and IAFF.

The City continues to appreciate the willingness of our employees to settle negotiations in a cooperative spirit and we are pleased to be able to provide an increase in our employees' base salaries and total compensation. This agreement represents an amenable compromise between the City and our employees and will increase retention and recruitment of experienced employees.

FISCAL IMPACT

The total cost of the provisions for this bargaining unit under a two-year agreement is estimated at $339,780.

The FY 2021-22 cost is approximately $165,653, which represents a 3% COLA of all IAFF members, totaling $56,859; the remaining $108,794 will be reflected as a budget amendment in the first quarter of the fiscal year and represents the cost of a 3% equity adjustment, and the decrease in the employees shared retirement contribution.

FY 2022-23 the cost is approximately $174,127, which includes a 3% COLA, a 3% equity adjustment, and increase in the City medical contribution, and a further decrease in the employees shared retirement contribution.

The total costs are spread over various City funds, depending on each employee's staffing allocation.

ATTACHMENTS

Attachment A	Resolution Exhibit A - Memorandum of Understanding between the City of Pinole and International Association of Fire Fighters for the period of July 1, 2021 – June 30, 2023
Attachment B	REDLINE version of the MOU between the City and IAFF

ATTACHMENT A

RESOLUTION 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2023

WHEREAS, the Memorandum of Understanding between the City of Pinole and IAFF expired on June 30, 2021; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of IAFF to negotiate a successor agreement; and

WHEREAS, representatives of the City and IAFF reached a Total Tentative Agreement for a successor Memorandum of Understanding on August 31, 2021, and

WHEREAS, the City agreed to retroactivity of the economic changes to the MOU effective July 1, 2021; and

WHEREAS, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2021 – June 30, 2023, was ratified by the membership of IAFF.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and IAFF for the period of July 1, 2021 – June 30, 2023, as provided in Exhibit A, herein incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on September 21, 2021 the by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 21st day of September, 2021.

_____
Heather Iopu, CMC
City Clerk

Return to Agenda

EXHIBIT A

City of Pinole

MEMORANDUM OF UNDERSTANDING

FIRE

Between the City of Pinole and the
International Association of Firefighters Local 1230

July 1, 2021 to June 30, 2023

Return to Agenda

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 1230
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

PREAMBLE 1

DEFINITIONS 1

ARTICLE 1. RECOGNITION 2
1.1 Recognition. 2

ARTICLE 2. MANAGEMENT RIGHTS 2
2.1 Management Rights. 2

ARTICLE 3. DUES DEDUCTION 3
3.1 Dues Deduction Subject to Authorization. 3
3.2 Dues Increase/Insufficient Pay. 4
3.3 Hold Harmless Clause. 4

ARTICLE 4. UNION REPRESENTATIVES 4
4.1 Shop Stewards. 4
4.2 Time Off for Meet and Confer - Stewards. 4
4.3 Meet and Confer - Committee. 4
4.4 Notification of Supervisor. 4

ARTICLE 5. SALARIES AND INCENTIVE PAYS 5
5.1 Salaries. 5
5.2 EMS Quality Improvement Coordinator Incentive Pay. 5

ARTICLE 6. MEDICAL INSURANCE 6
6.1 Medical Insurance Provided. 6
6.2 Medical Insurance Premium. 6
6.3 Retiree Medical Insurance. 6
6.4 Medical In-Lieu. 8

ARTICLE 7. DENTAL INSURANCE 9
7.1 Dental Insurance. 9
7.2 Orthodontic Insurance. 9

ARTICLE 8. LIFE INSURANCE 9
8.1 Life Insurance. 9
8.2 Long-Term Disability Insurance. 9

ARTICLE 9. VISION INSURANCE 10
9.1 Vision Insurance. 10

ARTICLE 10. EDUCATION INCENTIVE AND CERTIFICATE/DEGREE PAY 10
10.1 Statement of Purpose. 10
10.2 Education Incentive Pay. 10
10.3 Amount of Education Incentive. 10
10.4 Maximum Amount of Education Pay in a Given Month. 10
10.5 Other Provisions. 10
All education or other training programs approved under this program shall be completed on an employee's own time and expense 10
10.6 Certificate/Degree Pay. 10
10.7 Eligibility. 11
10.8 No Compounding. 11

ARTICLE 11. PARAMEDIC INCENTIVE PAY 11
11.1 Statement of Purpose. 11
11.2 Firefighter/Paramedic Pay. 11
11.3 Firefighter/Paramedic Eligibility. 12
11.4 Incumbent Employees Who Become Paramedics. 12
11.5 Incumbent Firefighters Choosing to Withdraw From Firefighter/Paramedic Status. 12
11.6 Incumbent Engineers With Paramedic Certification. 12
11.7 Promotion of Firefighter/Paramedic to Engineer. 13

ARTICLE 12. DIFFERENTIAL PAY FOR CAPTAINS SERVING AS BATTALION CHIEF 13
12.1 Statement of Purpose. 13
12.2 Battalion Chief Differential Pay. 13
12.3 Battalion Chief Incentive Pay Eligibility. 13

ARTICLE 13. CLOTHING ALLOWANCE 13
13.1 Statement of Purpose. 13
13.2 Intent. 14
13.3 Clothing Allowance. 14
13.4 Repair and Replacement. 14

ARTICLE 14. MINIMUM STAFFING 14
14.1 Minimum Staffing. 14

ARTICLE 15. WORK SCHEDULE AND OVERTIME 14
15.1 Basic Work Schedule. 14
15.2 Overtime Defined. 17
15.3 Overtime Compensation. 18
15.4 Unscheduled Call Back Pay. 18

ARTICLE 16. SALARY FOR WORK IN HIGHER JOB CLASSIFICATION 18
16.1 Salary for Work in Higher Job Classification. 18

ARTICLE 17. HOLIDAYS 19
17.1 Holiday Pay. 19
17.2 Holidays Designated. 19
17.3 Holidays Proclaimed by President or Governor. 19

ARTICLE 18. VACATION 20
18.1 Vacation Accrual. 20
18.2 Unpaid Leave. 21
18.3 Vacation Buy-Back. 21

ARTICLE19. SICK LEAVE 21
19.1 Eligibility. 21
19.2 Sick Leave Rate/Maximum Accrual. 21
19.3 Notification of Absence. 21
19.4 Illness While on Duty. 21
19.5 Lack of Notification. 21
19.6 Other Requirements. 22

ARTICLE 20. BEREAVEMENT LEAVE 22
20.1 Bereavement Leave. 22

ARTICLE 21. PUBLIC EMPLOYEE RETIREMENT SYSTEM 22
21.1 Public Safety Plan Defined. 22
21.2 Employee Contribution Rate Paid by the City. 23
21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees. 23

ARTICLE 22. LIGHT DUTY 23
22.1 Light Duty 23

ARTICLE 23. GRIEVANCE PROCEDURES 24
23.1 Grievance Definition. 24
23.2 Grievance Procedure. 24
23.3 General Conditions of Grievances. 25

ARTICLE 24. BULLETIN BOARDS 26
24.1 Bulletin Boards. 26

ARTICLE 25. DISCRIMINATION 26
25.1 Prohibition of Discrimination. 26

ARTICLE 26. SAVINGS CLAUSE 26
26.1 Savings Clause. 26

ARTICLE 27. APPENDICES, AMENDMENTS AND EXHIBITS 27
27.1 Appendices, Amendments and Exhibits. 27

ARTICLE 28. SEVERABILITY OF PROVISIONS 27
28.1 Severability of Provisions. 27

ARTICLE 29. DURATION 27
29.1 Term. 27
29.2 Reopening Clause. 27

ARTICLE 30. AGENCY SHOP .....ERROR! BOOKMARK NOT DEFINED.
30.1 Implementation.....**Error! Bookmark not defined.**
30.2 Religious Exemption. .....**Error! Bookmark not defined.**
30.3 Financial Reports. .....**Error! Bookmark not defined.**
30.4 Payroll Deductions and Payover.....**Error! Bookmark not defined.**
30.5 Programming Fee. .....**Error! Bookmark not defined.**
30.6 Hold Harmless.....**Error! Bookmark not defined.**

ATTACHMENT A. SALARY SCHEDULE

ATTACHMENT B. RESOLUTION

EXHIBIT A

CITY OF PINOLE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1230

MEMORANDUM OF UNDERSTANDING

JULY 1, 2021 TO JUNE 30, 2023

PREAMBLE

This Memorandum of Understanding is entered into this 4th day of November, 2014 by and between the City of Pinole, hereinafter referred to as the CITY, and Local 1230, International Association of Firefighters, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

DEFINITIONS

1. “City” referred to herein shall be the City of Pinole.

2. “Union” referred to herein shall be the International Association of Firefighters, Local 1230.

3. “Employee” referred to herein shall be full-time employees of the City of Pinole as illustrated in Article 1 of this Memorandum of Understanding.

4. “Agreement” referred to herein shall be this Memorandum of Understanding between the City and the Union.

EXHIBIT A

ARTICLE 1. RECOGNITION

1.1 Recognition.

Pursuant to and in accordance with all applicable provisions of the California Government Code Sections 3500 and 3510 as amended, the City recognizes the Union as the majority representative for purposes of Meet and Confer with respect to wages, hours and other terms and conditions of employment. The Union represents the following classes:

Fire Captain
Fire Engineer
Firefighter
Firefighter/Paramedic
Fire Academy Recruit

City retains its management rights in accordance with Article 2.

ARTICLE 2. MANAGEMENT RIGHTS

2.1 Management Rights.

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

a. The right to determine the mission of the City, including without limitation, the City's agencies, departments, divisions, boards, and commissions;

b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;

c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position (s) within the City;

d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;

e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;

g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;

h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;

i. The right to schedule and assign work, make reassignments and assign overtime work;

j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;

k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;

l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and

m. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. DUES DEDUCTION

3.1 Dues Deduction Subject to Authorization.

The City shall deduct, once a month, the amount of Union dues specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. The form of said authorization card must be approved by the City prior to its use. Said deduction shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees or fines.

3.2 Dues Increase/Insufficient Pay.

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions have priority over Union dues.

3.3 Hold Harmless Clause.

The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 4. UNION REPRESENTATIVES

4.1 Shop Stewards.

The Union may designate at least one employee within each area or department as its steward for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours, and working conditions.

4.2 Time Off for Meet and Confer - Stewards.

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3; provided however, that said time is scheduled, and approved by the Fire Chief or his/her designee, so as not to interfere unduly with the workload and job requirements.

4.3 Meet and Confer - Committee.

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of two members of said committee shall be afforded reasonable time off during working hours without loss of compensation or other benefits, upon approval by the Fire Chief and/or his/her designee, while formally meeting and conferring within the scope of representation.

4.4 Notification of Supervisor.

Union stewards engaged in such activities shall first obtain approval from the Fire Chief and/or his/her designee before leaving their assigned work areas on such business.

EXHIBIT A

ARTICLE 5. SALARIES AND INCENTIVE PAYS

5.1 Salaries.

Cost of Living Adjustment (COLA)

a. Effective the first full pay period following July 1, 2021, employees shall be entitled to a three percent (3.0%) base wage COLA adjustment concurrent with the equity adjustment below.

b. Effective the first full pay period following July 1, 2022, employees shall be entitled to a three percent (3.0%) base wage COLA adjustment concurrent with the equity adjustment below.

Equity Adjustment

c. Effective the first full pay period following July 1, 2021, employees shall be entitled to a three percent (3.0%) base wage equity adjustment concurrent with the COLA adjustment above.

d. Effective the first full pay period following July 1, 2022, employees shall be entitled to a three percent (3.0%) base wage equity adjustment concurrent with the COLA adjustment above.

All wage adjustments will be concurrent (non-stacking/compounding) in their respective year.

5.2 EMS Quality Improvement Coordinator Incentive Pay.

The employee, who is assigned by the Fire Chief to perform the duties of Emergency Medical Services Coordinator, shall be compensated, in addition to his or her normal monthly base salary, an additional amount of $250 per month. This shall not be included in the hourly rate of pay for overtime purposes.

5.3 Salary Step Increases

Consistent with City Personnel Rules, employees are eligible to be considered for a salary range advancement after either six (6) months or after twelve (12) months following appointment/promotion and a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance within the salary range every twelve (12) months.

ARTICLE 6. MEDICAL INSURANCE

6.1 Medical Insurance Provided.

During the term of the MOU agreement, the City shall provide medical insurance coverage for all represented employees by enrolling them in the CalPERS Heath Care Program.

6.2 Medical Insurance Premium.

The City shall contribute toward full-time regular employees' health premiums as indicated below:

a. Effective January 1, 2019, the City's maximum contribution to health insurance premiums shall further increase to the 2018 Kaiser rates for each applicable category (1-party, 2-party or family).

b. Effective January 1, 2022, the City's maximum contribution to health insurance premiums shall further increase to the 2021 Kaiser rates for each applicable category (1-party, 2-party or family).

c. Effective January 1, 2023, the City's maximum contribution to health insurance premiums shall further increase to the 2022 Kaiser rates for each applicable category (1-party, 2-party or family).

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

6.3 Retiree Medical Insurance.

The City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.

- Employees hired before September 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before September 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.

- Employees hired on or after September 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule}. Government Code Section 22893 currently reads as follows:

(a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employs have made that election.

(b) Notwithstanding subdivision {a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a), on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

6.4 <u>Medical In-Lieu.</u>

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = $225 per month or $103.84 per pay period
- Two-party coverage = $450 per month or $207.69 per pay period
- Family coverage = $600 per month or $276.92 per pay period

Part-time regular employees working at least 20 hours per week shall be entitled to a pro-rated payment based on the percentage of hours regularly scheduled to work in relation to full-time.

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will

be subject to provisions of the City's health plans in the event termination of the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage status change. It is the responsibility of the employee to notify Human Resources of any such changes.

Employees receiving medical redirect who intend to retire are responsible for reinstituting health care coverage under the PERS plan one year prior to retirement in order to be eligible for health care coverage during retirement, pursuant to current PERS regulations.

ARTICLE 7. DENTAL INSURANCE

7.1 Dental Insurance.

During the term of this agreement, the City agrees to provide dental insurance for each represented employee plus Family coverage if desired. Effective the first full month following Council approval of this MOU and subsequent processing of the change, the City will provide a dental insurance plan with a maximum annual benefit payout of $1,500 per year. Selection of the carrier shall be at the discretion of the City.

7.2 Orthodontic Insurance.

During the term of this agreement, the City agrees to pay the premium for the employee plus family coverage if desired. Selection of the carrier shall be at the discretion of the City.

ARTICLE 8. LIFE INSURANCE

8.1 Life Insurance.

Upon commencement of this agreement, the City agrees to provide group term life insurance in the amount of $40,000 per employee in the Fire-Local 1230. Selection of the carrier shall be at the discretion of the City. During the term of this agreement, the City also agrees to pay for all premium increases to life insurance coverage of $40,000 per year per employee in Fire Local 1230.

8.2 Long-Term Disability Insurance.

The City agrees to pay at its own expense the monthly premium for Long-Term Disability insurance with the California Association of Professional Firefighters Long Term Disability Insurance Program for each represented employee during the term of this agreement.

ARTICLE 9. VISION INSURANCE

9.1 Vision Insurance.

During the term of this agreement and effective the first of the month following contract execution, the City agrees to pay the premium for full family vision care coverage. The City provided plan shall provide for a $20 co-payment for examination and a $20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

ARTICLE 10. EDUCATION INCENTIVE AND CERTIFICATE/DEGREE PAY

10.1 Statement of Purpose.

The City shall provide an educational incentive pay program, the purpose of which is to encourage members of this bargaining unit to avail themselves of educational and training opportunities in fire science or other job-related courses of study. Additional compensation will be provided to those fire personnel who qualify.

10.2 Education Incentive Pay.

After completing one (1) year of service with the City, an employee may participate in the Education Incentive Program. To be eligible, an employee must satisfactorily complete three or more semester units in accredited, qualifying job-related courses as approved by the Fire Chief and the City Manager.

10.3 Amount of Education Incentive.

Upon completion of the units described above, and with a passing grade of “C” or better, or, if taken on a pass-fail basis, a pass, the employee is eligible to receive $25 per month incentive pay for the next 12-month period, beginning with the first full pay period immediately following receipt of credit.

10.4 Maximum Amount of Education Pay in a Given Month.

An employee may not receive more than $25 in Education Incentive Pay in any given month. An employee may, however, re-qualify for education incentive pay in subsequent years by taking three or more semester units in qualifying job-related courses as approved by the Fire Chief and the City Manager.

10.5 Other Provisions.

All education or other training programs approved under this program shall be completed on an employee’s own time and expense

10.6 Certificate/Degree Pay.

Qualifying employees shall be entitled to educational incentive pay as specified below:

- Fire Officer Certificate or 30 units $22.50 per month or 10.38 per pay period
- Associate of Arts/Science Degree $75.00 per month or $34.61 per pay period
  Bachelor of Arts/Science Degree $150.00 per month or $69.23 per pay period

Units, certificates, and degrees must be from accredited public or private educational institutions.

10.7 Eligibility.

To be eligible to receive Educational Incentive/Certificate/Degree Pay listed above, it must not be a requirement of the job, employees must possess and provide verification of units, certificates and/or degrees to the City Human Resources Department. All courses must be part of an approved curriculum at an accredited institution of higher learning that leads to a certificate or degree in fire science, public administration, business administration, or other job related courses of study. The Fire Chief and the City Manager must approve these courses. All represented Union members of the Pinole Fire Department shall be required to have been so employed for a minimum of three (3) years before becoming entitled to receive benefits under this section.

10.8 No Compounding.

The Certificate/Degree Pay shown in Section 10.6 above does not compound. In other words, should an employee receive an FOC, then an AA degree, and finally a BA degree, that employee will be compensated only for the BA degree, based on the above schedule.

ARTICLE 11. PARAMEDIC INCENTIVE PAY

11.1 Statement of Purpose.

The City shall provide a monthly incentive pay program for those employees who have obtained certification as a paramedic as recognized by the Contra Costa County Department of Emergency Medical Services The purpose of which is to encourage members of this bargaining unit to avail themselves to provide a higher level of medical response to the community. Additional compensation will be provided to those Fire personnel who qualify.

11.2 Firefighter/Paramedic Pay.

The City, at its discretion, may choose to only hire entry-level employees in the Firefighter/Paramedic classification. The pay range has been adjusted to reflect an additional 10% of base salary above the Firefighter classification for each employee in this classification. Maintenance of paramedic certification as recognized by the Contra Costa County Department of Emergency Medical Services shall be a condition of employment for any employee in this classification.

11.3 Firefighter/Paramedic Eligibility.

To be eligible to receive paramedic incentive pay, employees must possess and provide verification of the following within six months of employment to the Fire Chief and Human Resources Department:

- Contra Costa County Emergency Medical Services Paramedic Certificate; and
- California State Paramedic License.

Certification must be current and maintained from Contra Costa County Department of Emergency Medical Services. Employees, who are hired with paramedic certification from another entity, must present validation to the Fire Chief that the certification has reciprocity with Contra Costa County Department of Emergency Services standards.

In addition to the above, the incentive pay will be payable from the first shift of actual work in the first full pay period following submission of the documentation with the Fire Chief and Human Resources Department. Further, the EMT pay incentive will not compound with the Paramedic Incentive Pay.

11.4 Incumbent Employees Who Become Paramedics.

Any incumbent employee, who was hired prior to July 31, 2005 and becomes a paramedic, shall serve a minimum time commitment of five (5) years. These employees shall not be required to maintain paramedic certification as a condition of employment. Employees in this category, who fail to maintain paramedic certification, will automatically be placed in the Firefighter classification and no paramedic pay will be provided therein.

11.5 Incumbent Firefighters Choosing to Withdraw From Firefighter/Paramedic Status.

Any incumbent Firefighter hired prior to July 31, 2005, who becomes a paramedic and decides to withdraw from the paramedic program after his/her five year commitment is fulfilled, shall give the Fire Chief no less than 90 calendar days' notice of his/her intention to withdraw. The employee choosing to withdraw from the program will be granted a release at the earliest date possible providing that a minimum of six Firefighter/Paramedics are employed by the City in order to provide the Advanced Life Support (ALS) system as required by the Contra Costa County Emergency Services.

11.6 Incumbent Engineers With Paramedic Certification.

Any incumbent employee in the Engineer classification, who has their State and County paramedic certification, is eligible for the 10% paramedic pay differential. This amount shall not be rolled into base salary, but will be included in their hourly rate for overtime rate purposes.

11.7 Promotion of Firefighter/Paramedic to Engineer.

Any Firefighter/Paramedic who promotes to Engineer shall be required to maintain their paramedic certification for a period of five years. The City through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.

11.8 Promotion to Captain

Any Firefighter~~/Paramedic~~, or Engineer holding a paramedic certification, who promotes to Captain shall be required to maintain their paramedic certification for a period of five years, unless withdrawal from paramedic program is authorized by the Chief. The City, through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.

ARTICLE 12. DIFFERENTIAL PAY FOR CAPTAINS SERVING AS BATTALION CHIEF

12.1 Statement of Purpose.

The City shall provide incentive pay for those employees with the rank of Captain who have been requested and assigned by the Fire Chief to perform the duties of the Battalion Chief. The purpose of this provision is to maintain operational and tactical response requirements, and provide an opportunity for Captains to gain additional management experience. Differential pay will be provided to those fire personnel who qualify and act in this capacity.

12.2 Battalion Chief Differential Pay.

An employee who is assigned and performs the duties of the Battalion Chief per the Statement of Purpose in Article 12.1. shall be paid an additional 10% of their hourly base rate of pay for actual hours worked at the higher job classification from and including the first hour

12.3 Battalion Chief Incentive Pay.

To be eligible for Battalion Chief Differential Pay, an employee must possess a minimum of 48 months of experience as a Captain, State Fire Officer certification, and a minimum of at least 30 Fire Science units from an accredited school.

ARTICLE 13. CLOTHING ALLOWANCE

13.1 Statement of Purpose.

The City shall provide a clothing allowance to each represented employee for uniform accessories, and the maintenance thereof. Employees are required to keep uniforms and accessories in a clean and presentable condition.

13.2 Intent.

It is the intent of this Article that clothing allowance shall be paid only in those circumstances in which it can reasonably be expected that the represented employee is, or in the near future will be, available for work requiring the use of uniforms, with the exception of extended vacation leave.

13.3 Clothing Allowance.

The annual clothing allowance shall be $800 per year. The clothing allowance is paid twice annually, one-half (1/2) on the first pay date in June and one-half (1/2) on the first pay date in December. Newly hired employees shall be eligible for a pro-rated start-up uniform allowance. Employees who leave City serve prior to the pay dates shall not be entitled to clothing allowance.

The City will reimburse newly hired employees up to $200 dollars for the purchase of a Class A jacket.

13.4 Repair and Replacement.

The City agrees to repair or replace uniforms damaged in the line of duty. The Fire Chief shall determine if replacement under this section is warranted.

ARTICLE 14. MINIMUM STAFFING

14.1 Minimum Staffing.

The City will maintain staffing of three (3) personnel assigned to each active Engine Company. The personnel shall consist of one (1) Captain, one (1) Engineer and one (1) Firefighter per active Engine Company. The number of Engine Companies running per day shall be determined by the Fire Chief or his/her designee.

ARTICLE 15. WORK SCHEDULE AND OVERTIME

15.1 Basic Work Schedule.

A duty shift will be a period of 24 consecutive hours. A scheduled rotation will occur after two shifts (48 hours), followed by 96 hours off. This will result in 10 hours of scheduled overtime per 24-day FLSA work period.

Holiday Period: In the event the same shift is scheduled to work both Christmas Eve and Christmas Day in the same year, the shift scheduled to work December 23rd will be exchanged with the shift scheduled to work December 24th, unless this impacts the FLSA cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 23rd and 24th, the shift scheduled to work December 25th will be exchanged with the shift scheduled to work December 26th.

Emergency Situations: At any time during a major emergency or disaster, the Chief retains the right to change schedules to meet the needs of the emergency.

Maximum Continuous Duty: The maximum allowable continuous duty hours are capped at 120 hours (mandatory shifts, voluntary shifts & shift trades combined), with a minimum 12-hour period thereafter before the employee returns to duty. An exception to the maximum continuous duty may be approved by the Chief.

Minimum Time Off: Vacation, comp-time, holiday, and sick leave may be scheduled only in blocks of 12 or 24 hours, except as required by state, local or Federal law. The Chief may also approve exceptions to minimum time off.

15.2 40-Hour Workweek

Assignment: Employees regularly assigned to shift work (56-hour week employees) may periodically be scheduled to a non-shift 40-hours a week assignment. The City will solicit interest via Department memorandum and e-mail to all personnel at least 10 calendar days in advance of the assignment. The notice of assignment to a 40-hour position will state the desired qualifications and how to submit interest. The Chief and/or his/her designee shall select from the interested employees. In the event, no employees submit interest, or no qualified employee submits interest, the Chief and/or his/her designee may assign an employee. The following provisions will apply when an employee is assigned to a special assignment that exceeds one pay period. Light duty will be administered as provided under MOU Article 22.1.

Hours of Work: Hours of work to be performed by a 40-hour employeewill generally be scheduled between 7:00 am and 6:00 pm, Monday through Friday.

Salary Conversion: While assigned to work as a 40-hour employee, the employee will receive the same base salary associated with the employee's classification, except that hourly base rate of pay for such an employee will be determined by dividing the annual equivalent of that salary by 2,080 hours. An employee eligible for incentives, allowances, or differentials shall continue to receive these for the duration of the 40-hour assignment. Because employees in a 40-hour schedule do not have overtime hours included as part of their regularly scheduled hours, the employee will receive a special assignment differential equal to 2.6% of base monthly salary for the period during which the employee is assigned to a 40-hour schedule.

Overtime: An employee in a 40-hour assignment must receive advance approval from the Fire Chief or designee before working any overtime in the 40-hour assignment. A 40-hour employee who works more than 40 hours in a workweek will receive overtime pay in the amount of 1.5 times the employee's regular rate of pay for each hour worked in excess of 40. A workweek for purposes of determining overtime, is defined as Monday through Sunday. Overtime worked in the 40-hour assignment will be paid at 1.5 times the 40-hour rate of pay.

EXHIBIT A

All time in paid status shall count toward an employee's eligibility for overtime compensation, consistent with Article 15.3. A 40-hour employee shall be eligible to work overtime shifts that do not conflict with their regularly scheduled work hours in the 40-hours a week assignment, subject to approval of the Fire Chief or his/her designee. In addition, the Fire Chief may direct an employee assigned to a 40- 0hour schedule to work a 56-hour work schedule whenever in his/her judgment such work is necessary to provide Fire Department services to the community. Employees assigned to a 40-hour schedule that work overtime to cover a 56-hour schedule shall be paid for such overtime based on the 56-hour rate.

Employees in a 40-hour assignment are not eligible to accrue compensatory time off while in such an assignment.

Holidays: 40-hour week employees will receive paid time off when observing one of the following holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Ceasar Chavez Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holiday time off for one of the above days will be paid at the rate of eight (8) hours at the employee's base hourly rate of pay. Holidays are observed on the day of the **week** on which they occur, except that if the holiday falls on a Saturday, it will be observed on the preceding Friday, and if the holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a 40-hour employee's regularly scheduled day off, the employee will be given the option of receiving 8 hours of straight time holiday pay or to take an alternate day off within the same pay period as the holiday. The employee and his/her immediate supervisor shall determine the alternate day to be taken.

If an employee is assigned to work on a holiday listed above, the employee shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

If an employee is assigned to work an alternative work schedule (e.g. 4/10 or 9/80) he/she shall be paid at the base hourly rate of pay for their regularly scheduled hours.

Vacation Leave: It is the parties' intent that the dollar value of the vacation be the same whether an employee is assigned to a 56-hour schedule or a 40-hour schedule. To that end, the number of hours in an employee's vacation

bank will be converted upon being assigned from a 56-hour assignment to a 40- hour assignment or vice versa. In order to accomplish this conversation, the leave balance of a 56-hour employee will be multiplied by 0.714 to establish the hours value of the employee's vacation bank upon assignment to a 40-hour week. The leave balance of a

40-hour employee will be multiplied by 1.4 to establish the hours value of the employee's vacation bank when assigned to a 56-hour schedule.

While on a 40-hour assignment an employee will accrue vacation as follows:

Years of Service	Hours Accrued Per Year	Maximum Accrual
0 through 4 years	107.8 hours	215.6 hours
5 through 9 years	161.4 hours	322.8 hours
10 through 14 years	189.3 hours	378.6 hours
15 and more years	215.7 hours	431.4 hours

Sick Leave: It is the parties' intent that the dollar value of sick leave be the same whether an employee is assigned to a 56-hour schedule or a 40-hour schedule. To that end, the number of hours in an employee's sick leave bank will be converted upon being assigned from a 56-hour assignment to a 40-hour assignment or vice versa. In order to accomplish this conversation, the leave balance of a 56-hour employee will be multiplied by 0.714 to establish the hours value of the employee's sick leave bank upon assignment to a 40-hour week. The leave balance of a 40-hour employee will be multiplied by 1.4 to establish the hours value of the employee's sick leave bank when assigned to a 56-hour schedule.

While on a 40-hour assignment an employee will accrue sick leave at the rate of 13.40 hours per month.

Training of Five (5) Days or Less: Employees who attend training for five days or less will not be converted to a 40-hour schedule. Instead, the employee's shift hours will be reallocated across the week to account for the hours to be spent in training. If the number of hours actually spent in training exceeds the reallocated shift hours in the week, the employee will be paid overtime compensation at the employee's 56-hour rate. For example, if al"! employee is scheduled to work 48 shift hours on Monday and Tuesday, and will attend training Monday through Friday, the employee's 48 shift hours will be reallocated across the Monday through Friday spent in training.

15.3 Overtime Defined.

Regular Overtime

Regular overtime is defined as any time worked in excess of the regular work schedule based on an average 56-hours workweek within the fourteen (14) day pay period.

15.3.1 FLSA Overtime

FLSA overtime shall be defined as ten (10) hours per twenty-four (24) day work period. The FLSA overtime payment will also include the differential pay between the employee's base salary and "regular rate" of pay, as defined in the FLSA, for all regular overtime hours worked in the work period. All FLSA overtime compensation shall be paid in accordance with the provisions of the Fair Labor Standards Act.

This section (15.2) is not intended to provide overtime compensation for hours picked up through employee arranged shift trades/shift substitutions.

15.4 Overtime Compensation.

Time spent in paid leave status (vacation, sick leave or comp time) shall count toward the hours worked threshold for eligibility for FLSA overtime.

15.5 Unscheduled Call Back Pay.

Employees called out to perform unscheduled work, which results in said employees working in excess of 192 hours in the 24-days period, shall be compensated for at least three (3) hours of pay at the rate of one and one-half times their base hourly rate commencing at the time the employee reports for work.

ARTICLE 16. ACTING PAY

16.1 Acting Pay.

In the event an employee is assigned and performs the duties of a higher job classification, said employee shall be paid at the lowest step of the salary range for the higher job classification for all hours worked. This step should reflect at least a 5% (five percent) increase from his or her current rate of monthly pay from and including the first hour, provided that the highest step of the salary range for the higher job classification shall not be exceeded.

16.2 Calculation of Step Placement for Work in Higher Job Classification.

An employee' s rate of pay purposes of work in a higher classification (under Section l 6.1), will be determined as follows:

Use the applicable salary schedule to determine the appropriate pay step in the employee's rank without consideration to the employee' s possession of a paramedic license (e.g., if an employee is at Step 3 of the Firefighter/Paramedic classification, then the employee will be treated as being at Step 3 of the Firefighter classification)

Determine the step in the higher classification that reflects "at least 5%" above the employee's pay step in the employee's rank without consideration to the employee's possession of a paramedic license (referred to as the "Acting Pay Step).

If the employee has a paramedic license and/or is otherwise eligible to receive incentive pay for possessing such a license, then any paramedic pay incentive will be added to the employee's Acting Pay Step).

ARTICLE 17. HOLIDAYS

17.1 Holidays Designated.

During the term of this agreement, the recognized holidays shall be as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	Washington's Birthday
Last Friday in March	Cesar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

17.2 Work on Holidays

Due to the nature of work performed by employees in the bargaining unit, employees may be required to work on one or more of the above designated holidays. Unless otherwise provided by this MOU or an agreed upon amendment to this MOU, employees who are authorized to perform work on a holiday, will not receive any additional compensation for work performed on a holiday.

17.3 Holiday Compensation for 56-Hour Employees

The City shall compensate 56-hour employees for the eleven (11) holidays as follows: 11 holidays at 12 hours each (132 hours), plus 7 hours of additional and floating holiday time, multiplied 1.5, for a total of 208.5 hours of holiday pay for the entire year. Employees will be compensated for 104.25 hours paid at the employee's base rate, twice a year – once in June and once in December.

Newly hired sworn employees will receive their first holiday payment on a pro-rated basis, with the number of holidays to be included in the first payment to be determined based upon their first day on the City payroll. The holiday payment for any employee who goes into an unpaid status, or who resigns or terminates before issuance of the holiday payment, will be pro-rated based upon the number of holidays that occurred during the period of time that the employee was in paid status or the employee's last day of employment. If a 56-hour employee is assigned to a 40-hour schedule, then the amount of any holiday payment provided ot the 56-hour employee will be adjusted to exclude payment for any holidays that occurred while the employee was on a 40-hour schedule and for which the employee received payment as a 40-hour schedule employee.

The parties agree that holiday payments will be included in overtime calculations performed by the City as provided under regulations implementing the Fair Labor Standards Act (FLSA). The parties agree that a reasonable allocation of the payment provided I June will be to divide the payment by the number of hours worked by the employee during the period of December 1 of the prior year through May 31 of the current year. The parties further agree that a reasonable allocation of the payment provided in December will be to divide the payment by the number of hours worked by the employee during the period for June 1 through November 30. Once the hourly allocation is determined, the City will provide additional compensation in the amount of 0.5 times the hourly allocation for each overtime hour worked in the six-month period associated with that holiday payment.

17.4 Holidays Proclaimed by President or Governor.

Every day proclaimed by the President or Governor as a public fast, Thanksgiving or holiday shall likewise be considered a holiday for pay purposes of calculating the number of holidays for which payment will be made under Section 17.3.

17.5 Reporting of Holiday Pay to CalPERS

The City agrees to report holiday pay to CalPERS in a manner that complies with CalPERS administrative rules on reporting special compensation. This is to help ensure that CalPERS will agree to include holiday pay in an employee's pension benefit calculations to the extent permitted by law. If CalPERS objects tot eh manner in which holiday is reported by the City or requests that the City modify its reporting of holiday pay, the parties shall promptly meet and confer subject to mutual agreement ot establish any modifications necessary to comply with CalPERS reporting rules. Any such modifications shall be cost neutral. The parties recognize that the City is not responsible for making determinations as to whether any item of compensation will or will not be included by CalPERS in calculating a member's pension benefits and that CalPERS has sole and exclusive responsibility for making such determinations. Accordingly, the City makes no representations or guarantees as to whether CalPERS will or will not include any holiday payments when an individual's calculating pension benefits.

ARTICLE 18. VACATION

18.1 Vacation Accrual.

Employees shall accrue vacation leave at the following rates, to the following maximums, for continuous service performed:

Years of Service	Hours Accrued Per Year/Pay period	Maximum Accrual (Hrs)
0 through 4	151/5.80	302
5 through 9	226/8.69	452
10 through 14	265/10.19	530
15+	302/11.61	604

Vacation will be accrued based on the years of service, by 26 pay periods to the fourth digit. An employee must work a full pay period to be eligible to accrue. The maximum vacation accrual amount allowed shall be twice the annual entitlement, as shown above. Once an employee reaches their vacation accrual maximum, they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

18.2 Unpaid Leave.

In computing vacation time, no vacation leave shall be earned during leaves of absence without pay or during disciplinary actions resulting in unpaid leave.

18.3 Vacation Buy-Back.

An employee with three (3) years of minimum service has the option to buy back fifty- two (52) hours of vacation per calendar year, provided said employee has at least a minimum of 160 hours of vacation accumulated.

ARTICLE19. SICK LEAVE

19.1 Eligibility.

Sick leave will be accrued on a monthly basis for each month in which a represented employee is in a pay status for at least five 24-hours shifts.

19.2 Sick Leave Rate/Maximum Accrual.

Represented employees shall accrue sick leave at a rate of 18.75 hours per month or 8.65 hours per pay period. The employee must be in a paid status the full pay period to earn accrued sick leave.

19.3 Notification of Absence.

When an employee finds it necessary to be absent for illness or injury, the employee must notify the shift supervisor of the specific conditions, necessitating the absence of at least one hour prior to the beginning of his or her shift.

19.4 Illness While on Duty.

In the event an employee becomes ill while on duty, the employee shall make every effort to obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions, necessitating his or her leaving work.

19.5 Lack of Notification.

Sick Leave shall not be granted unless the provisions of Sections 19.3 and 19.4 as outlined above are met, except that the Fire Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

19.6 Other Requirements.

Except as provided above, other provisions regarding sick leave use shall be provided in the City Personnel Rules.

ARTICLE 20. BEREAVEMENT LEAVE

20.1 Bereavement Leave.

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a bereavement leave with full pay not to exceed five (5) workdays per incident. Certification of loss shall be required. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Fire Chief, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Fire Chief prior to the time set to begin his/her next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 21. PUBLIC EMPLOYEE RETIREMENT SYSTEM

21.1 Public Safety Plan Defined.

The City currently participates through a contract with the Public Employees Retirement System (CalPERS). For Public Safety Employees, the contract offers the following options:

Retirement Plan Employees hired on or before December 31, 2012

- **Military Buy Back**
  The choice to participate in the PERS Military Buy Back program is solely at the discretion and cost of the employee.
- **Third Level 1959 Survivors Benefits**
  This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the PERS contract amendment. In the event the City's Employer Contribution Rate to PERS is increased as a result of the provision of this benefit, the Union agree to pay any initial cost and ongoing cost of the increase.
- **Single Highest Year Compensation Formula**
- **Service Credit for Unused Sick Leave**
- **3% at 55 Retirement Plan**

Retirement Plan Employees hired on or after January 1, 2013, and subject to the Public Employees' Pension Reform Act of 2013 ("PEPRA").

- Average of the three highest years of compensation
- 2.7% at 57 Retirement Plan

21.2 Employee Contribution Rate Paid by the City.

For "classic" employees as defined by PEPRA and CalPERS, employees shall pay the full nine percent (9%) CalPERS Employee Contribution Rate.

In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS will be responsible to pay their contribution to PERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees.

Both the City and Local 1230 acknowledge that the Employer's portion of the CalPERS Contribution Rate is set annually by the CalPERS Board of Directors and that this rate is flexible depending upon market conditions and actuarial calculations. The City and Fire Local 1230 agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be a shared cost between the City and Classic Employees as outlined below:

a. Effective the pay period which includes July 1, 2021, employees cost share retirement contribution shall be reduced to eighteen (18%).

b. Effective the pay period which includes July 1, 2022, employees cost share retirement contribution shall be reduced to fifteen percent (15%).

ARTICLE 22. LIGHT DUTY

22.1 Light Duty

The City shall have the discretionary right to require or to not assign persons to light duty consistent with employees' medical restrictions as concluded by an appropriate medical professional. For persons receiving 4850 pay for whom an industrial injury is the reason they are unable to perform the essential functions of their position, the City agrees that such persons assigned to work light duty shall only do so within/for the Fire Department and shall continue to accrue sick leave and vacation at the same rate as if working a shift schedule.

For persons who are unable to perform the essential functions of their position for a non-industrial medical reason, such persons may be assigned to light duty where needed within the City and shall accrue vacation and sick leave at a rate of 0.714 the accrual rate of a shift employee consistent with the fact the person is working an average of 0.714 hours as many hours as a shift employee (40/56 hours per week or 2,080/2,912 hours per year). The City agrees to discuss the particulars of any Light Duty Policy it intends to adopt consistent with the rights and rules already in effect under this provision prior to adopting such Light Duty Policy.

ARTICLE 23. GRIEVANCE PROCEDURES

23.1 Grievance Definition.

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of these Personnel Rules, Memorandums of Understanding, or department rules and regulations, resolutions, or ordinances. A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.

23.2 Grievance Procedure.

A grievance shall be processed in the following manner:

Step 1.
Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance. For good and sufficient reason, the grievant may initiate the grievance at Step 2.

Step 2.
If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within fourteen (14) days (28 days of the event or discovery of the event giving rise to the grievance). The written grievance shall contain the following:

1. name of grievant(s);

2. mailing address(es);

3. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices);

4. the date(s) on which the event(s) giving rise to the grievance occurred;

5. a proposed resolution to the grievance;

6. the date of execution of the grievance letter/memo;

7. the signature of the grievant(s);

8. the signature of the bargaining unit representative, if such a representative is representing the grievant(s);

9. the date of the discussion meeting in Step 1 and the name of the supervisor involved.

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

Step 3.
If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. The City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written appeal. The City Manager's or designee's decision shall be final.

23.3 General Conditions of Grievances.

1. The Human Resources Director will act as a central repository for all Step 2 and Step 3 grievance records.

2. Any time limit may be extended only by mutual agreement in writing.

3. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.

4. Proposals to add to or change these Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.

5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

ARTICLE 24. BULLETIN BOARDS

24.1 Union Bulletin Boards.

All notices, messages, announcements, and other documents relating to activities of the Union or Union members shall be posted only on the bulletin board(s) designated for this purposes.

- All materials must be dated and must identify the organization that published them.
- Postings will be done by Union members and such posted material shall be removed only by Union members.
- Materials that the City alleges violate any City rule or policy may be removed by department management upon notice to the Union and, within five calendar days, enter discussions for the purpose of resolving the issue.

ARTICLE 25. DISCRIMINATION

25.1 Prohibition of Discrimination.

The City agrees not to discriminate against any represented employee for activity on behalf of, or membership in, the Union. The City and the Union agree that there shall be no discrimination against any represented employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. .

ARTICLE 26. SAVINGS CLAUSE

26.1 Savings Clause.

This Memorandum of Understanding includes all provisions relative to wages, hours, and other terms and condition of employment resultant from the meet and confer process. The parties recognize, however, that there may be practices and customs that are within the scope of representation as defined in Government Code Section 3504, (Meyers Milias Brown Act), which do not appear in this agreement.

The City and the Union agree that before undertaking to change any such practices or customs, the other party shall be notified of such a proposal, and the parties shall promptly meet and confer in good faith and endeavor to reach agreement regarding the proposal. Lacking an agreement by and between the Union and the City on such specific proposal, the practice or custom under consideration shall remain in effect as it existed prior to the reopening of meet and confer on said item.

ARTICLE 27. APPENDICES, AMENDMENTS AND EXHIBITS

27.1 Appendices, Amendments and Exhibits.

All appendices, amendments and exhibits to this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this agreement.

ARTICLE 28. SEVERABILITY OF PROVISIONS

28.1 Severability of Provisions.

In the event that any provision of this Memorandum of Understanding is declared null and void by superseding Federal or State law, or determined by a court of competent jurisdiction to be illegal or unenforceable, such nullification, illegality or unenforceability shall not affect any other provision of this agreement, the balance of which shall continue in full force and effect. In such event, the parties hereto shall commence negotiations to ensure that the superseded provision(s) shall be written to conform as closely as possible to the original intent.

ARTICLE 29. DURATION

29.1 Term.

This agreement shall be in full force and effect from July 1, 2021 to June 30,2023.

IAFF agrees to begin successor agreement negotiations in a timely manner upon request by the City.

29.2 Reopening Clause.

Notwithstanding the provisions of Article 21 herein, it is mutually agreed that ratification and approval of this Memorandum of Understanding relieves the Union and the City of any and all further obligations to meet and confer pursuant to Section 3500, et seq., of the California Government Code for the period covered by the Memorandum of Understanding. Meet and Confer sessions may, however, be reopened during the life of this Memorandum of Understanding by mutual consent of the Union and the City.

EXHIBIT A

For the International Association of Firefighters Local 1230:

_____	_____
Steven Dorsey	Date
_____	_____
Vince Wells, President IAFF	Date
_____	_____
Larry Menth, Chief Negotiator IAFF	Date

For the City of Pinole:

_____	_____
Andrew Murray, City Manager	Date
_____	_____
Hector De La Rosa, Assistant City Manager	Date
_____	_____
Gregory Ramirez, IEDA, Lead Negotiator	Date

Return to Agenda

ATTACHMENT B

City of Pinole

MEMORANDUM OF UNDERSTANDING

FIRE

Between the City of Pinole and the
International Association of Firefighters Local 1230

July 1, ~~2017~~ 2021 to June 30, ~~2020~~2023

Return to Agenda

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 1230
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

PREAMBLE 1

DEFINITIONS 1

ARTICLE 1. RECOGNITION 2
1.1 Recognition. 2

ARTICLE 2. MANAGEMENT RIGHTS 2
2.1 Management Rights. 2

ARTICLE 3. DUES DEDUCTION 3
3.1 Dues Deduction Subject to Authorization. 3
3.2 Dues Increase/Insufficient Pay. 4
3.3 Hold Harmless Clause. 4

ARTICLE 4. UNION REPRESENTATIVES 4
4.1 Shop Stewards. 4
4.2 Time Off for Meet and Confer - Stewards. 4
4.3 Meet and Confer - Committee. 4
4.4 Notification of Supervisor. 5

ARTICLE 5. SALARIES AND INCENTIVE PAYS 5
5.1 Salaries. 5
5.2 EMS Quality Improvement Coordinator Incentive Pay. 5

ARTICLE 6. MEDICAL INSURANCE 6
6.1 Medical Insurance Provided. 6
6.2 Medical Insurance Premium. 6
6.3 Retiree Medical Insurance. 7
6.4 Medical In-Lieu. 9

ARTICLE 7. DENTAL INSURANCE 9
7.1 Dental Insurance. 9
7.2 Orthodontic Insurance. 9

ARTICLE 8. LIFE INSURANCE 10
8.1 Life Insurance. 10
8.2 Long-Term Disability Insurance. 10

ARTICLE 9. VISION INSURANCE 10
9.1 Vision Insurance. 10

Return to Agenda

ARTICLE 10. EDUCATION INCENTIVE AND CERTIFICATE/DEGREE PAY 10
10.1 Statement of Purpose. 10
10.2 Education Incentive Pay. 10
10.3 Amount of Education Incentive. 11
10.4 Maximum Amount of Education Pay in a Given Month. 11
10.5 Other Provisions. 11
All education or other training programs approved under this program shall be completed on an employee's own time and expense 11
10.6 Certificate/Degree Pay. 11
10.7 Eligibility. 11
10.8 No Compounding. 12

ARTICLE 11. PARAMEDIC INCENTIVE PAY 12
11.1 Statement of Purpose. 12
11.2 Firefighter/Paramedic Pay. 12
11.3 Firefighter/Paramedic Eligibility. 12
11.4 Incumbent Employees Who Become Paramedics. 13
11.5 Incumbent Firefighters Choosing to Withdraw From Firefighter/Paramedic Status. 13
11.6 Incumbent Engineers With Paramedic Certification. 13
11.7 Promotion of Firefighter/Paramedic to Engineer. 13

ARTICLE 12. DIFFERENTIAL PAY FOR CAPTAINS SERVING AS BATTALION CHIEF 14
12.1 Statement of Purpose. 14
12.2 Battalion Chief Differential Pay. 14
12.3 Battalion Chief Incentive Pay Eligibility. 14

ARTICLE 13. CLOTHING ALLOWANCE 14
13.1 Statement of Purpose. 14
13.2 Intent. 14
13.3 Clothing Allowance. 15
13.4 Repair and Replacement. 15

ARTICLE 14. MINIMUM STAFFING 15
14.1 Minimum Staffing. 15

ARTICLE 15. WORK SCHEDULE AND OVERTIME 15
15.1 Basic Work Schedule. 15
15.2 Overtime Defined. 18
15.3 Overtime Compensation. 19
15.4 Unscheduled Call Back Pay. 19

ARTICLE 16. SALARY FOR WORK IN HIGHER JOB CLASSIFICATION 19
16.1 Salary for Work in Higher Job Classification. 19

ARTICLE 17. HOLIDAYS 20
17.1 Holiday Pay. 20
17.2 Holidays Designated. 20
17.3 Holidays Proclaimed by President or Governor. 21

Return to Agenda

ARTICLE 18. VACATION 22
18.1 Vacation Accrual. 22
18.2 Unpaid Leave. 22
18.3 Vacation Buy-Back. 22

ARTICLE19. SICK LEAVE 23
19.1 Eligibility. 23
19.2 Sick Leave Rate/Maximum Accrual. 23
19.3 Notification of Absence. 23
19.4 Illness While on Duty. 23
19.5 Lack of Notification. 23
19.6 Other Requirements. 23

ARTICLE 20. BEREAVEMENT LEAVE 23
20.1 Bereavement Leave. 23

ARTICLE 21. PUBLIC EMPLOYEE RETIREMENT SYSTEM 24
21.1 Public Safety Plan Defined. 24
21.2 Employee Contribution Rate Paid by the City. 25
21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees. 25

ARTICLE 22. LIGHT DUTY 26
22.1 Light Duty 26

ARTICLE 23. GRIEVANCE PROCEDURES 26
23.1 Grievance Definition. 26
23.2 Grievance Procedure. 26
23.3 General Conditions of Grievances. 28

ARTICLE 24. BULLETIN BOARDS 28
24.1 Bulletin Boards. 28

ARTICLE 25. DISCRIMINATION 29
25.1 Prohibition of Discrimination. 29

ARTICLE 26. SAVINGS CLAUSE 29
26.1 Savings Clause. 29

ARTICLE 27. APPENDICES, AMENDMENTS AND EXHIBITS 29
27.1 Appendices, Amendments and Exhibits. 29

ARTICLE 28. SEVERABILITY OF PROVISIONS 29
28.1 Severability of Provisions. 29

ARTICLE 29. DURATION 30
29.1 Term. 30
29.2 Reopening Clause. 30

Return to Agenda

ARTICLE 30. AGENCY SHOP 30
30.1 Implementation..... 30
30.2 Religious Exemption. 31
30.3 Financial Reports. 31
30.4 Payroll Deductions and Payover..... 31
30.5 Programming Fee. 32
30.6 Hold Harmless..... 32

ATTACHMENT A. SALARY SCHEDULE

ATTACHMENT B. RESOLUTION

Return to Agenda

CITY OF PINOLE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1230

MEMORANDUM OF UNDERSTANDING

JULY 1, ~~2013~~ 2021 TO JUNE 30, ~~2017~~2023

PREAMBLE

This Memorandum of Understanding is entered into this 4th day of November, 2014 by and between the City of Pinole, hereinafter referred to as the CITY, and Local 1230, International Association of Firefighters, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

DEFINITIONS

1. "City" referred to herein shall be the City of Pinole.

2. "Union" referred to herein shall be the International Association of Firefighters, Local 1230.

3. "Employee" referred to herein shall be full-time employees of the City of Pinole as illustrated in Article 1 of this Memorandum of Understanding.

4. "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

Return to Agenda

ARTICLE 1. RECOGNITION

1.1 Recognition.

Pursuant to and in accordance with all applicable provisions of the California Government Code Sections 3500 and 3510 as amended, the City recognizes the Union as the majority representative for purposes of Meet and Confer with respect to wages, hours and other terms and conditions of employment. The Union represents the following classes:

Fire Captain
Fire Engineer
Firefighter
Firefighter/Paramedic
Fire Academy Recruit

City retains its management rights in accordance with Article 2.

ARTICLE 2. MANAGEMENT RIGHTS

2.1 Management Rights.

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

a. The right to determine the mission of the City, including without limitation, the City's agencies, departments, divisions, boards, and commissions;

b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;

c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position (s) within the City;

d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;

e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;

g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;

h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;

i. The right to schedule and assign work, make reassignments and assign overtime work;

j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;

k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;

l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and

m. The right to maintain orderly, effective and efficient operations.

ARTICLE 3. DUES DEDUCTION

3.1 Dues Deduction Subject to Authorization.

The City shall deduct, once a month, the amount of Union dues specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. The form of said authorization card must be approved by the City prior to its use. Said deduction shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees or fines.

3.2 Dues Increase/Insufficient Pay.

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions have priority over Union dues.

3.3 Hold Harmless Clause.

The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 4. UNION REPRESENTATIVES

4.1 Shop Stewards.

The Union may designate at least one employee within each area or department as its steward for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours, and working conditions.

4.2 Time Off for Meet and Confer - Stewards.

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3~~formally meeting on matters within the scope of representation with City representatives~~; provided however, that said time is scheduled, and approved by the Fire Chief or his/her designee, so as not to interfere unduly with the workload and job requirements~~,~~. ~~Further, that such time afforded under this provision shall be devoted only to matters within the scope of representation.~~

4.3 Meet and Confer - Committee.

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of two members of said committee shall be afforded reasonable time off during working hours without loss of compensation or other benefits, upon approval by the Fire Chief and/or his/her designee, while formally meeting and conferring within the scope of representation.

4.4 Notification of Supervisor.

Union stewards engaged in such activities shall first obtain approval from the Fire Chief and/or his/her designee before leaving their assigned work areas on such business.

ARTICLE 5. SALARIES AND INCENTIVE PAYS

5.1 Salaries.

Cost of Living Adjustment (COLA) ~~a. Effective the first full pay period following ratification by the Association and approval by the Council, employees shall be entitled to a 3% wage increase.~~

a. Effective the first full pay period following July 1, 2021, employees shall be entitled to a three percent (3.0%) base wage COLA adjustment concurrent with the equity adjustment below.

b. Effective the first full pay period following July 1, 2022, employees shall be entitled to a three percent (3.0%) base wage COLA adjustment concurrent with the equity adjustment below.

Equity Adjustment

c. Effective the first full pay period following July 1, 2021, employees shall be entitled to a three percent (3.0%) base wage equity adjustment concurrent with the COLA adjustment above.

d. Effective the first full pay period following July 1, 2022, employees shall be entitled to a three percent (3.0%) base wage equity adjustment concurrent with the COLA adjustment above.

All wage adjustments will be concurrent (non-stacking/compounding) in their respective year.

~~b. Effective the first full pay period following July 1, 2018, employees shall receive a 3% wage increase.~~

~~c. Effective the first full pay period following July 1, 2019, employees shall receive a 3% wage increase.~~

5.2 EMS Quality Improvement Coordinator Incentive Pay.

The employee, who is assigned by the Fire Chief to perform the duties of Emergency Medical Services Coordinator, shall be compensated, in addition to his or her normal monthly base salary, an additional amount of $250 per month. This shall not be included in the hourly rate of pay for overtime purposes.

5.3 Salary Step Increases

Consistent with City Personnel Rules, employees are eligible to be considered for a salary range advancement after either six (6) months or after twelve (12) months following appointment/promotion and a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance within the salary range every twelve (12) months.

ARTICLE 6. MEDICAL INSURANCE

6.1 Medical Insurance Provided.

During the term of the MOU agreement, the City shall provide medical insurance coverage for all represented employees by enrolling them in the CalPERS Heath Care Program.

6.2 Medical Insurance Premium.

~~a.~~ The City shall contribute toward full-time regular employees' health premiums as indicated below:

~~b. Effective January 1, 2018, the City's maximum contribution to health insurance premiums shall increase to the 2017 Kaiser rates for each applicable category (1-party, 2-party or family) through December 31, 2018.~~

~~c~~a. Effective January 1, 2019, the City's maximum contribution to health insurance premiums shall further increase to the 2018 Kaiser rates for each applicable category (1-party, 2-party or family).

~~c~~b. Effective January 1, 2022, the City's maximum contribution to health insurance premiums shall further increase to the 2021 Kaiser rates for each applicable category (1-party, 2-party or family).

c. Effective January 1, 2023, the City's maximum contribution to health insurance premiums shall further increase to the 2022 Kaiser rates for each applicable category (1-party, 2-party or family).

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

6.3 Retiree Medical Insurance.

The City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.

- Employees hired before September 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before September 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.

- Employees hired on or after September 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule}. Government Code Section 22893 currently reads as follows:

  (a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employs have made that election.

(b) Notwithstanding subdivision {a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a), on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

6.4 Medical In-Lieu.

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = $225 per month or $103.84~~64~~ per pay period
- Two-party coverage = $450 per month or $207.69~~23~~ per pay period
- Family coverage = $600 per month or $276.92~~30~~ per pay period

Part-time regular employees working at least 20 hours per week shall be entitled to a pro-rated payment based on the percentage of hours regularly scheduled to work in relation to full-time.

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage status change. It is the responsibility of the employee to notify Human Resources of any such changes.

Employees receiving medical redirect who intend to retire are responsible for reinstituting health care coverage under the PERS plan one year prior to retirement in order to be eligible for health care coverage during retirement, pursuant to current PERS regulations.

ARTICLE 7. DENTAL INSURANCE

7.1 Dental Insurance.

During the term of this agreement, the City agrees to provide dental insurance for each represented employee plus Family coverage if desired. Effective the first full month following Council approval of this MOU and subsequent processing of the change, the City will provide a dental insurance plan with a maximum annual benefit payout of $1,500 per year. Selection of the carrier shall be at the discretion of the City.

7.2 Orthodontic Insurance.

During the term of this agreement, the City agrees to pay the premium for the employee plus family coverage if desired. Selection of the carrier shall be at the discretion of the City.

ARTICLE 8. LIFE INSURANCE

8.1 Life Insurance.

Upon commencement of this agreement, the City agrees to provide group term life insurance in the amount of $40,000 per employee in the Fire-Local 1230. Selection of the carrier shall be at the discretion of the City. During the term of this agreement, the City also agrees to pay for all premium increases to life insurance coverage of $40,000 per year per employee in Fire Local 1230.

8.2 Long-Term Disability Insurance.

The City agrees to pay at its own expense the monthly premium for Long-Term Disability insurance with the California Association of Professional Firefighters Long Term Disability Insurance Program for each represented employee during the term of this agreement.

ARTICLE 9. VISION INSURANCE

9.1 Vision Insurance.

During the term of this agreement and effective the first of the month following contract execution, the City agrees to pay the premium for full family vision care coverage. The City provided plan shall provide for a $20 co-payment for examination and a $20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

ARTICLE 10. EDUCATION INCENTIVE AND CERTIFICATE/DEGREE PAY

10.1 Statement of Purpose.

The City shall provide an educational incentive pay program, the purpose of which is to encourage members of this bargaining unit to avail themselves of educational and training opportunities in fire science or other job-related courses of study. Additional compensation will be provided to those fire personnel who qualify.

10.2 Education Incentive Pay.

After completing one (1) year of service with the City, an employee may participate in the Education Incentive Program. To be eligible, an employee must satisfactorily

complete three or more semester units in accredited, qualifying job-related courses as approved by the Fire Chief and the City Manager.

10.3 Amount of Education Incentive.

Upon completion of the units described above, and with a passing grade of "C" or better, or, if taken on a pass-fail basis, a pass, the employee is eligible to receive $25 per month incentive pay for the next 12-month period, beginning with the first full pay period immediately following receipt of credit.

10.4 Maximum Amount of Education Pay in a Given Month.

An employee may not receive more than $25 in Education Incentive Pay in any given month. An employee may, however, re-qualify for education incentive pay in subsequent years by taking three or more semester units in qualifying job-related courses as approved by the Fire Chief and the City Manager.

10.5 Other Provisions.

All education or other training programs approved under this program shall be completed on an employee's own time and expense

10.6 Certificate/Degree Pay.

Qualifying employees shall be entitled to educational incentive pay as specified below:

- Fire Officer Certificate or 30 units $22.50 per month or 10.38~~46~~ per pay period
- Associate of Arts/Science Degree $75.00 per month or $34.61~~53~~ per pay period
- Bachelor of Arts/Science Degree $150.00 per month or $69.23~~07~~ per pay period

~~* Course~~Units, certificates, and degrees must be from accredited public or private educational institutions.

10.7 Eligibility.

To be eligible to receive Educational Incentive/Certificate/Degree Pay listed above, it must not be a requirement of the job, employees must possess and provide verification of units, certificates and/or degrees to the City Human Resources Department. All courses must be part of an approved curriculum at an accredited institution of higher learning that leads to a certificate or degree in fire science, public administration, business administration, or other job related courses of study. The Fire Chief and the City Manager must approve these courses. All represented Union members of the Pinole Fire Department shall be required to have been so employed for a minimum of three (3) years before becoming entitled to receive benefits under this section.

10.8 No Compounding.

The Certificate/Degree Pay shown in Section 10.6 above does not compound. In other words, should an employee receive an FOC, then an AA degree, and finally a BA degree, that employee will be compensated only for the BA degree, based on the above schedule.

ARTICLE 11. PARAMEDIC INCENTIVE PAY

11.1 Statement of Purpose.

The City shall provide a monthly incentive pay program for those employees who have obtained certification as a paramedic as recognized by the Contra Costa County Department of Emergency Medical Services The purpose of which is to encourage members of this bargaining unit to avail themselves to provide a higher level of medical response to the community. Additional compensation will be provided to those Fire personnel who qualify.

11.2 Firefighter/Paramedic Pay.

The City, at its discretion, may choose to only hire entry-level employees in the Firefighter/Paramedic classification. The pay range has been adjusted to reflect an additional 10% of base salary above the Firefighter classification for each employee in this classification. Maintenance of paramedic certification as recognized by the Contra Costa County Department of Emergency Medical Services shall be a condition of employment for any employee in this classification.

11.3 Firefighter/Paramedic Eligibility.

To be eligible to receive paramedic incentive pay, employees must possess and provide verification of the following within six months of employment to the Fire Chief and Human Resources Department:

- Contra Costa County Emergency Medical Services Paramedic Certificate; and

- California State Paramedic License.

Certification must be current and maintained from Contra Costa County Department of Emergency Medical Services. Employees, who are hired with paramedic certification from another entity, must present validation to the Fire Chief that the certification has reciprocity with Contra Costa County Department of Emergency Services standards.

In addition to the above, the incentive pay will be payable from the first shift of actual work in the first full pay period following submission of the documentation with the Fire Chief and Human Resources Department. Further, the EMT pay incentive will not compound with the Paramedic Incentive Pay.

11.4 Incumbent Employees Who Become Paramedics.

Any incumbent employee, who was hired prior to July 31, 2005 and becomes a paramedic, shall serve a minimum time commitment of five (5) years. These employees shall not be required to maintain paramedic certification as a condition of employment. Employees in this category, who fail to maintain paramedic certification, will automatically be placed in the Firefighter classification and no paramedic pay will be provided therein.

11.5 Incumbent Firefighters Choosing to Withdraw From Firefighter/Paramedic Status.

Any incumbent Firefighter hired prior to July 31, 2005, who becomes a paramedic and decides to withdraw from the paramedic program after his/her five year commitment is fulfilled, shall give the Fire Chief no less than 90 calendar days' notice of his/her intention to withdraw. The employee choosing to withdraw from the program will be granted a release at the earliest date possible providing that a minimum of six Firefighter/Paramedics are employed by the City in order to provide the Advanced Life Support (ALS) system as required by the Contra Costa County Emergency Services.

11.6 Incumbent Engineers With Paramedic Certification.

Any incumbent employee in the Engineer classification, who has their State and County paramedic certification, is eligible for the 10% paramedic pay differential. This amount shall not be rolled into base salary, but will be included in their hourly rate for overtime rate purposes.

11.7 Promotion of Firefighter/Paramedic to Engineer.

Any Firefighter/Paramedic who promotes to Engineer shall be required to maintain their paramedic certification for a period of five years. The City through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.

11.8 Promotion to Captain

Any Firefighter~~/Paramedic~~, or Engineer holding a paramedic certification, who promotes to Captain shall be required to maintain their paramedic certification for a period of five years, unless withdrawal from paramedic program is authorized by the Chief. The City, through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.

ARTICLE 12. DIFFERENTIAL PAY FOR CAPTAINS SERVING AS BATTALION CHIEF

12.1 Statement of Purpose.

The City shall provide an incentive pay program for those employees with the rank of Captain, who have been requested and approvedassigned by the Fire Chief to serve asperform the duties of the Battalion Fire Chief in his or her absence. The purpose of this program provision is to maintain operational and tactical response requirements, and provide an opportunity for Captains to gain additional management experience. and to provide overall management coverage of operational and tactical response requirements when the Fire Chief is absent and has so directed. Differential pay Additional compensation will be provided to those fire personnel who qualify and act in this capacity.

12.2 Battalion Chief Differential Pay.

The city shall pay the employee assigned as the battalion chief, An employee who is assigned and performs the duties of the Battalion Chief per the Statement of Purpose in Article 12.1. shall be paid an additional 10% of their hourly base rate of pay for actual hours worked at the higher job classification from and including the first houron a 24-hour shift after the first four hours of each shift serving in this capacity.

12.3 Battalion Chief Incentive Pay Eligibility.

To be eligible for Battalion Chief Differential Pay, an employee must possess a minimum of 48 months of experience as a Captain, State Ffire Oofficer certification, and a minimum of at least 30 Ffire Sscience units from an accredited school.

ARTICLE 13. CLOTHING ALLOWANCE

13.1 Statement of Purpose.

The City shall provide a clothing allowance to each represented employee for uniform accessories, and the maintenance thereof. Employees are required to keep uniforms and accessories in a clean and presentable condition.

13.2 Intent.

It is the intent of this Article that clothing allowance shall be paid only in those circumstances in which it can reasonably be expected that the represented employee is,

or in the near future will be, available for work requiring the use of uniforms, with the exception of extended vacation leave.

13.3 Clothing Allowance.

~~Effective July 1, 2015 the~~The annual clothing allowance shall be $800 per year. The clothing allowance is paid twice annually, one-half (1/2) ~~in~~ on the first pay date in June and one-half (1/2) ~~in~~ on the first pay date in December. Newly hired employees shall be eligible for a pro-rated start-up uniform allowance. Employees who leave City serve prior to the pay dates shall not be entitled to clothing allowance.

The City will reimburse newly hired employees up to $200 dollars for the purchase of a Class A jacket.

13.4 Repair and Replacement.

The City agrees to repair or replace uniforms damaged in the line of duty. The Fire Chief shall determine if replacement under this section is warranted.

ARTICLE 14. MINIMUM STAFFING

14.1 Minimum Staffing.

The City will maintain staffing of three (3) personnel assigned to each active Engine Company. The personnel shall consist of one (1) Captain, one (1) Engineer and one (1) Firefighter per active Engine Company. The number of Engine Companies running per day shall be determined by the Fire Chief or his/her designee.

ARTICLE 15. WORK SCHEDULE AND OVERTIME

15.1 Basic Work Schedule.

A duty shift will be a period of 24 consecutive hours. A scheduled rotation will occur after two shifts (48 hours), followed by 96 hours off. This will result in 10 hours of scheduled overtime per 24-day FLSA work period.

Holiday Period: In the event the same shift is scheduled to work both Christmas Eve and Christmas Day in the same year, the shift scheduled to work December 23rd will be exchanged with the shift scheduled to work December 24th, unless this impacts the FLSA cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 23rd and 24th, the shift scheduled to work December 25th will be exchanged with the shift scheduled to work December 26th.

Emergency Situations: At any time during a major emergency or disaster, the Chief retains the right to change schedules to meet the needs of the emergency.

Maximum Continuous Duty: The maximum allowable continuous duty hours are capped at 120 hours (mandatory shifts, voluntary shifts & shift trades combined), with a minimum 12-hour period thereafter before the employee returns to duty. An exception to the maximum continuous duty may be approved by the Chief.

Minimum Time Off: Vacation, comp-time, holiday, and sick leave may be scheduled only in blocks of 12 or 24 hours, except as required by state, local or Federal law. The Chief may also approve exceptions to minimum time off.

15.2 40-Hour Workweek

Assignment: Employees regularly assigned to shift work (56-hour week employees) may periodically be scheduled to a non-shift 40-hours a week assignment. The City will solicit interest via Department memorandum and e-mail to all personnel at least 10 calendar days in advance of the assignment. The notice of assignment to a 40-hour position will state the desired qualifications and how to submit interest. The Chief and/or his/her designee shall select from the interested employees. In the event, no employees submit interest, or no qualified employee submits interest, the Chief and/or his/her designee may assign an employee. The following provisions will apply when an employee is assigned to a special assignment that exceeds one pay period. Light duty will be administered as provided under MOU Article 22.1.~~.....~~

Hours of Work: Hours of work to be performed by a 40-hour employeewill generally be scheduled between 7:00 am and 6:00 pm, Monday through Friday.

Salary Conversion: While assigned to work as a 40-hour employee, the employee will receive the same base salary associated with the employee's classification, except that hourly base rate of pay for such an employee will be determined by dividing the annual equivalent of that salary by 2,080 hours. An employee eligible for incentives, allowances, or differentials shall continue to receive these for the duration of the 40-hour assignment. Because employees in a 40-hour schedule do not have overtime hours included as part of their regularly scheduled hours, the employee will receive a special assignment differential equal to 2.6% of base monthly salary for the period during which the employee is assigned to a 40-hour schedule.

Overtime: An employee in a 40-hour assignment must receive advance approval from the Fire Chief or designee before working any overtime in the 40-hour assignment. A 40-hour employee who works more than 40 hours in a workweek will receive overtime pay in the amount of 1.5 times the employee's regular rate of pay for each hour worked in excess of 40. A workweek for purposes of determining overtime, is defined as Monday

through Sunday. Overtime worked in the 40-hour assignment will be paid at 1.5 times the 40-hour rate of pay.

All time in paid status shall count toward an employee's eligibility for overtime compensation, consistent with Article 15.3. A 40-hour employee shall be eligible to work overtime shifts that do not conflict with their regularly scheduled work hours in the 40-hours a week assignment, subject to approval of the Fire Chief or his/her designee. In addition, the Fire Chief may direct an employee assigned to a 40- 0hour schedule to work a 56-hour work schedule whenever in his/her judgment such work is necessary to provide Fire Department services to the community. Employees assigned to a 40-hour schedule that work overtime to cover a 56-hour schedule shall be paid for such overtime based on the 56-hour rate.

Employees in a 40-hour assignment are not eligible to accrue compensatory time off while in such an assignment.

Holidays: 40-hour week employees will receive paid time off when observing one of the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Ceasar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Holiday time off for one of the above days will be paid at the rate of eight (8) hours at the employee's base hourly rate of pay. Holidays are observed on the day of the **week** on which they occur, except that if the holiday falls on a Saturday, it will be observed on the preceding Friday, and if the holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a 40-hour employee's regularly scheduled day off, the employee will be given the option of receiving 8 hours of straight time holiday pay or to take an alternate day off within the same pay period as the holiday. The employee and his/her immediate supervisor shall determine the alternate day to be taken.

If an employee is assigned to work on a holiday listed above, the employee shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

If an employee is assigned to work an alternative work schedule (e.g. 4/10 or 9/80) he/she shall be paid at the base hourly rate of pay for their regularly scheduled hours.

Vacation Leave: It is the parties' intent that the dollar value of the vacation be the same whether an employee is assigned to a 56-hour schedule or a 40-hour schedule. To that end, the number of hours in an employee's vacation

bank will be converted upon being assigned from a 56-hour assignment to a 40- hour assignment or vice versa. In order to accomplish this conversation, the leave balance of a 56-hour employee will be multiplied by 0.714 to establish the hours value of the employee's vacation bank upon assignment to a 40-hour week. The leave balance of a 40-hour employee will be multiplied by 1.4 to establish the hours value of the employee's vacation bank when assigned to a 56-hour schedule.

While on a 40-hour assignment an employee will accrue vacation as follows:

Years of Service	Hours Accrued Per Year	Maximum Accrual
0 ~~to~~through 4 years	107.8 hours	215.6 hours
5 ~~to~~through 9 years	161.4 hours	322.8 hours
10 ~~to~~through 14 years	189.3 hours	378.6 hours
15 and more years	215.7 hours	431.4 hours

Sick Leave: It is the parties' intent that the dollar value of sick leave be the same whether an employee is assigned to a 56-hour schedule or a 40-hour schedule. To that end, the number of hours in an employee's sick leave bank will be converted upon being assigned from a 56-hour assignment to a 40-hour assignment or vice versa. In order to accomplish this conversation, the leave balance of a 56-hour employee will be multiplied by 0.714 to establish the hours value of the employee's sick leave bank upon assignment to a 40-hour week. The leave balance of a 40-hour employee will be multiplied by 1.4 to establish the hours value of the employee's sick leave bank when assigned to a 56-hour schedule.

While on a 40-hour assignment an employee will accrue sick leave at the rate of 13.40 hours per month.

Training of Five (5) Days or Less: Employees who attend training for five days or less will not be converted to a 40-hour schedule. Instead, the employee's shift hours will be reallocated across the week to account for the hours to be spent in training. If the number of hours actually spent in training exceeds the reallocated shift hours in the week, the employee will be paid overtime compensation at the employee's 56-hour rate. For example, if al"! employee is scheduled to work 48 shift hours on Monday and Tuesday, and will attend training Monday through Friday, the employee's 48 shift hours will be reallocated across the Monday through Friday spent in training.

15.3~~2~~ Overtime Defined.

Regular Overtime

Regular overtime is defined as any time worked in excess of the regular work schedule based on an average 56-hours workweek within the fourteen (14) day pay period.

15.3.1 FLSA Overtime

FLSA overtime shall be defined as ten (10) hours per twenty-four (24) day work period. The FLSA overtime payment will also include the differential pay between the employee's base salary and "regular rate" of pay, as defined in the FLSA, for all regular overtime hours worked in the work period. All FLSA overtime compensation shall be paid in accordance with the provisions of the Fair Labor Standards Act.

This section (15.2) is not intended to provide overtime compensation for hours picked up through employee arranged shift trades/shift substitutions.

15.4~~3~~ Overtime Compensation.

Time spent in paid leave status (vacation, sick leave or comp time) shall count toward the hours worked threshold for eligibility for FLSA overtime.

15.5~~4~~ Unscheduled Call Back Pay.

Employees called out to perform unscheduled work, which results in said employees working in excess of 192 hours in the 24-days period, shall be compensated for at least three (3) hours of pay at the rate of one and one-half times their ~~basic~~ base hourly rate commencing at the time the employee reports for work.

ARTICLE 16. ~~SALARY FOR WORK IN HIGHER JOB CLASSIFICATION~~ACTING PAY

16.1 ~~Salary for Work in Higher Job Classification~~Acting Pay.

In the event an employee is assigned and performs the duties of a higher job classification, said employee shall be paid ~~after the first four (4) hours of such assignment~~ at the lowest step of the salary range for the higher job classification for all hours worked. This step should reflect at least a 5% (five percent) increase from his or her current rate of monthly pay from and including the first hour, provided that the highest step of the salary range for the higher job classification shall not be exceeded.

16.2 —Calculation of Step Placement for Work in Higher Job Classification.

An employee' s rate of pay purposes of work in a higher classification (under Section l 6.1), will be determined as follows:

Use the applicable salary schedule to determine the appropriate pay step in the employee's rank without consideration to the employee' s possession of a paramedic license (e.g., if an employee is at Step 3 of the Firefighter/Paramedic classification, then the employee will be treated as being at Step 3 of the Firefighter classification)

Determine the step in the higher classification that reflects "at least 5%" above the employee's pay step in the employee's rank without consideration to the employee's possession of a paramedic license (referred to as the "Acting Pay Step).

If the employee has a paramedic license and/or is otherwise eligible to receive incentive pay for possessing such a license, then any paramedic pay incentive will be added to the employee's Acting Pay Step).

ARTICLE 17. HOLIDAYS

17.1 ~~Holiday Pay.~~

~~**All represented shift employees shall receive, in lieu of holiday time off, twelve (12) hours of pay at time and one-half of their basic base hourly rate for each holiday set forth in Section 17.2 below, plus three hours of compensation at one and one-half time.**~~

~~17.2~~ Holidays Designated.

During the term of this agreement, the recognized holidays shall be as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	Washington's Birthday
Last Friday in March	C~~a~~esar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

~~In addition to the above, employees shall be granted four hours of a floating holiday which will be paid to employees on the first full paid period in December of each year.~~

~~In the event any of the aforementioned holidays fall on a Saturday or a Sunday, the preceding Friday or following Monday, respectively shall be considered the holiday for pay purposes.~~

17.2 Work on Holidays

Due to the nature of work performed by employees in the bargaining unit, employees may be required to work on one or more of the above designated holidays. Unless otherwise provided by this MOU or an agreed upon amendment to this MOU, employees who are authorized to perform work on a holiday, will not receive any additional compensation for work performed on a holiday.

17.3 Holiday Compensation for 56-Hour Employees

The City shall compensate 56-hour employees for the eleven (11) holidays as follows: 11 holidays at 12 hours each (132 hours), plus 7 hours of additional and floating holiday time, multiplied 1.5, for a total of 208.5 hours of holiday pay for the entire year. Employees will be compensated for 104.25 hours paid at the employee's base rate, twice a year – once in June and once in December.

Newly hired sworn employees will receive their first holiday payment on a pro-rated basis, with the number of holidays to be included in the first payment to be determined based upon their first day on the City payroll. The holiday payment for any employee who goes into an unpaid status, or who resigns or terminates before issuance of the holiday payment, will be pro-rated based upon the number of holidays that occurred during the period of time that the employee was in paid status or the employee's last day of employment. If a 56-hour employee is assigned to a 40-hour schedule, then the amount of any holiday payment provided ot the 56-hour employee will be adjusted to exclude payment for any holidays that occurred while the employee was on a 40-hour schedule and for which the employee received payment as a 40-hour schedule employee.

The parties agree that holiday payments will be included in overtime calculations performed by the City as provided under regulations implementing the Fair Labor Standards Act (FLSA). The parties agree that a reasonable allocation of the payment provided I June will be to divide the payment by the number of hours worked by the employee during the period of December 1 of the prior year through May 31 of the current year. The parties further agree that a reasonable allocation of the payment provided in December will be to divide the payment by the number of hours worked by the employee during the period for June 1 through November 30. Once the hourly allocation is determined, the City will provide additional compensation in the amount of 0.5 times the hourly allocation for each overtime hour worked in the six-month period associated with that holiday payment.

17.~~3~~4 Holidays Proclaimed by President or Governor.

Every day proclaimed by the President or Governor as a public fast, Thanksgiving or holiday shall likewise be considered a holiday for pay purposes of calculating the number of holidays for which payment will be made under Section 17.3.

17.5 Reporting of Holiday Pay to CalPERS

The City agrees to report holiday pay to CalPERS in a manner that complies with CalPERS administrative rules on reporting special compensation. This is to help ensure that CalPERS will agree to include holiday pay in an employee's pension benefit calculations to the extent permitted by law. If CalPERS objects tot eh manner in which holiday is reported by the City or requests that the City modify its reporting of holiday pay, the parties shall promptly meet and confer subject to mutual agreement ot establish any modifications necessary to comply with CalPERS reporting rules. Any such modifications shall be cost neutral. The parties recognize that the City is not responsible for making determinations as to whether any item of compensation will or will not be included by CalPERS in calculating a member's pension benefits and that CalPERS has sole and exclusive responsibility for making such determinations. Accordingly, the City makes no representations or guarantees as to whether CalPERS will or will not include any holiday payments when an individual's calculating pension benefits.

ARTICLE 18. VACATION

18.1 Vacation Accrual.

Employees shall accrue vacation leave at the following rates, to the following maximums, for continuous service performed:

Years of Service	Hours Accrued Per Y~~y~~ear/Pay period	Maximum Accrual (Hrs)
0 ~~to~~ through 4	151/5.80~~77~~	302
5 through~~to~~ 9	226/8.69~~23~~	452
10 through~~to~~ 14	265/10.19~~23~~	530
15+	302/11.61~~54~~	604

Vacation will be accrued based on the years of service, by 26 pay periods to the fourth digit. An employee must work a full pay period to be eligible to accrue. The maximum vacation accrual amount allowed shall be twice the annual entitlement, as shown above. Once an employee reaches their vacation accrual maximum, they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

18.2 Unpaid Leave.

In computing vacation time, no vacation leave shall be earned during leaves of absence without pay or during disciplinary actions resulting in unpaid leave.

18.3 Vacation Buy-Back.

An employee with three (3) years of minimum service has the option to buy back fifty- two (52) hours of vacation per calendar year, provided said employee has at least a minimum of 160 hours of vacation accumulated.

ARTICLE19. SICK LEAVE

19.1 Eligibility.

Sick leave will be accrued on a monthly basis for each month in which a represented employee is in a pay status for at least five 24-hours shifts.

19.2 Sick Leave Rate/Maximum Accrual.

Represented employees shall accrue sick leave at a rate of 18.75 hours per month or 8.65~~38~~ hours per pay period. The employee must be in a paid status~~work~~ the full pay period to earn accrued sick leave.

19.3 Notification of Absence.

When an employee finds it necessary to be absent for illness or injury, the employee must notify the shift supervisor of the specific conditions, necessitating the absence of at least one hour prior to the beginning of his or her shift.

19.4 Illness While on Duty.

In the event an employee becomes ill while on duty, the employee shall make every effort to obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions, necessitating his or her leaving work.

19.5 Lack of Notification.

Sick Leave shall not be granted unless the provisions of Sections 19.3 and 19.4 as outlined above are met, except that the Fire Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

19.6 Other Requirements.

Except as provided above, other provisions regarding sick leave use shall be provided in the City Personnel Rules.

ARTICLE 20. BEREAVEMENT LEAVE

20.1 Bereavement Leave.

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a ~~leave of absence~~bereavement leave with full pay not to exceed five (5) workdays per incident. Certification of loss shall be required. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Fire Chief, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Fire Chief prior to the time set to begin his/her next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 21. PUBLIC EMPLOYEE RETIREMENT SYSTEM

21.1 Public Safety Plan Defined.

The City currently participates through a contract with the Public Employees Retirement System (CalPERS). For Public Safety Employees, the contract offers the following options:

Retirement Plan Employees hired on or before December 31, 2012

- **Military Buy Back**
  The choice to participate in the PERS Military Buy Back program is solely at the discretion and cost of the employee.
- **Third Level 1959 Survivors Benefits**
  This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the PERS contract amendment. In the event the City's Employer Contribution Rate to PERS is increased as a result of the provision of this benefit, the Union agree to pay any initial cost and ongoing cost of the increase.
- **Single Highest Year Compensation Formula**
- **Service Credit for Unused Sick Leave**
- **3% at 55 Retirement Plan**

Retirement Plan Employees hired on or after January 1, 2013, and subject to the Public Employees' Pension Reform Act of 2013 ("PEPRA").

- Average of the three highest years of compensation
- 2.7% at 57 Retirement Plan

21.2 Employee Contribution Rate Paid by the City.

For "classic" employees as defined by PEPRA and CalPERS, employees shall pay the full nine percent (9%) CalPERS Employee Contribution Rate.

In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by ~~PERPA~~ PEPRA and CalPERS will be responsible to pay their contribution to PERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees.

Both the City and Local 1230 acknowledge that the Employer's portion of the CalPERS Contribution Rate is set annually by the CalPERS Board of Directors and that this rate is flexible depending upon market conditions and actuarial calculations. The City and Fire Local 1230 agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be a shared cost between the City and Classic Employees as outlined below:

a. Effective the pay period which includes July 1, 2021, employees cost share retirement contribution shall be reduced to eighteen (18%).

b. Effective the pay period which includes July 1, 2022, employees cost share retirement contribution shall be reduced to fifteen percent (15%).

~~a. The City agrees to increase the baseline rate by 4.5% effective the first full pay period after January 1, 2018 following ratification by the Association and adoption by the City Council. The established maximum Employer Contribution baseline rate is 16% (11.5% + 4.5%).~~

~~b. Should the annual Employer's Contribution Rate increase above 16%, the City and the Union will share equally (50/50) the difference. Should it fall below 16% the City shall pay the entire Employer Contribution Rate.~~

~~The parties also agree that the cost sharing agreement on the employer rate does not sunset when this MOU expires, absent City agreement. This provision is without prejudice to Local 1230's right to make proposals in the future to change the cost sharing arrangement or modify employees' PERS contribution obligations.~~

~~Effective the full-pay period that contain July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee Contribution and Employee's Share of the City's contribution) for Tier 1 employees at 20.00%. In the event the annual CalPERS Employer Contribution for Tier 1 increase exceeds 5.0% of the prior years' contribution rate, the additional amount above the 5.0% increase shall be shared equally between the~~

~~City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 7% then the City will pay 5% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 20% to 21% to include a 1% increase for employees.~~

ARTICLE 22. LIGHT DUTY

22.1 Light Duty

The City shall have the discretionary right to require or to not assign persons to light duty consistent with employees' medical restrictions as concluded by an appropriate medical professional. For persons receiving 4850 pay for whom an industrial injury is the reason they are unable to perform the essential functions of their position, the City agrees that such persons assigned to work light duty shall only do so within/for the Fire Department and shall continue to accrue sick leave and vacation at the same rate as if working a shift schedule. For persons who are unable to perform the essential functions of their position for a non-industrial medical reason, such persons may be assigned to light duty where needed within the City and shall accrue vacation and sick leave at a rate of 0.714 the accrual rate of a shift employee consistent with the fact the person is working an average of 0.714 hours as many hours as a shift employee (40/56 hours per week or 2,080/2,912 hours per year). The City agrees to discuss the particulars of any Light Duty Policy it intends to adopt consistent with the rights and rules already in effect under this provision prior to adopting such Light Duty Policy.

ARTICLE 23. GRIEVANCE PROCEDURES

23.1 Grievance Definition.

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of these Personnel Rules, Memorandums of Understanding, or department rules and regulations, resolutions, or ordinances. A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.

23.2 Grievance Procedure.

A grievance shall be processed in the following manner:

Step 1.
Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. The grievant will clearly state that a grievance is being

initiated, and the parties will discuss the matter and attempt to resolve the grievance. For good and sufficient reason, the grievant may initiate the grievance at Step 2.

Step 2.
If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within fourteen (14) days (28 days of the event or discovery of the event giving rise to the grievance). The written grievance shall contain the following:

1. name of grievant(s);

2. mailing address(es);

3. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices);

4. the date(s) on which the event(s) giving rise to the grievance occurred;

5. a proposed resolution to the grievance;

6. the date of execution of the grievance letter/memo;

7. the signature of the grievant(s);

8. the signature of the bargaining unit representative, if such a representative is representing the grievant(s);

9. the date of the discussion meeting in Step 1 and the name of the supervisor involved.

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

Step 3.
If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. The City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a

decision within fourteen (14) days of receipt of the written appeal. The City Manager's or designee's decision shall be final.

23.3 General Conditions of Grievances.

1. The Human Resources Director will act as a central repository for all Step 2 and Step 3 grievance records.

2. Any time limit may be extended only by mutual agreement in writing.

3. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.

4. Proposals to add to or change these Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.

5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

ARTICLE 24. BULLETIN BOARDS

24.1 Union Bulletin Boards.

All notices, messages, announcements, and other documents relating to activities of the Union or Union members shall be posted only on the bulletin board(s) designated for this purposes.

- All materials must be dated and must identify the organization that published them.
- Postings will be done by Union members and such posted material shall be removed only by Union members.
- Materials that the City ~~considers objectionable~~alleges violate any City rule or policy may be removed by department management upon notice to the

Union and, within ~~three working~~five calendar days, ~~such removal shall be brought to the attention of the local representative~~enter discussions for the purpose of resolving the issue.

ARTICLE 25. DISCRIMINATION

25.1 Prohibition of Discrimination.

The City agrees not to discriminate against any represented employee for activity on behalf of, or membership in, the Union. The City and the Union agree that there shall be no discrimination against any represented employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status.~~sex, race, creed, religion, disability, age or political affiliation~~ .

ARTICLE 26. SAVINGS CLAUSE

26.1 Savings Clause.

This Memorandum of Understanding includes all provisions relative to wages, hours, and other terms and condition of employment resultant from the meet and confer process. The parties recognize, however, that there may be practices and customs that are within the scope of representation as defined in Government Code Section 3504, (Meyers Milias Brown Act), which do not appear in this agreement.

The City and the Union agree that before undertaking to change any such practices or customs, the other party shall be notified of such a proposal, and the parties shall promptly meet and confer in good faith and endeavor to reach agreement regarding the proposal. Lacking an agreement by and between the Union and the City on such specific proposal, the practice or custom under consideration shall remain in effect as it existed prior to the reopening of meet and confer on said item.

ARTICLE 27. APPENDICES, AMENDMENTS AND EXHIBITS

27.1 Appendices, Amendments and Exhibits.

All appendices, amendments and exhibits to this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this agreement.

ARTICLE 28. SEVERABILITY OF PROVISIONS

28.1 Severability of Provisions.

In the event that any provision of this Memorandum of Understanding is declared null and void by superseding Federal or State law, or determined by a court of competent jurisdiction to be illegal or unenforceable, such nullification, illegality or unenforceability shall not affect any other provision of this agreement, the balance of which shall continue in full force and effect. In such event, the parties hereto shall commence negotiations to e~~i~~nsure that the superseded provision(s) shall be written to conform as closely as possible to the original intent.

ARTICLE 29. DURATION

29.1 Term.

This agreement shall be in full force and effect from July 1, ~~2017~~ 2021 to June 30, ~~2020~~2023.

IAFF agrees to begin successor agreement negotiations in a timely manner upon request by the City.

29.2 Reopening Clause.

Notwithstanding the provisions of Article 21 herein, it is mutually agreed that ratification and approval of this Memorandum of Understanding relieves the Union and the City of any and all further obligations to meet and confer pursuant to Section 3500, et seq., of the California Government Code for the period covered by the Memorandum of Understanding. Meet and Confer sessions may, however, be reopened during the life of this Memorandum of Understanding by mutual consent of the Union and the City.

~~ARTICLE 30. AGENCY SHOP~~

~~30.1 Implementation.~~

~~Any employee hired by the City subject to this Memorandum of Understanding shall be provided with an authorization form. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his or her choice and return said form to the City of Pinole Human Resources Department.~~

~~If the form is not completed properly and returned within five (5) working days, the City shall commence and continue payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Union dues, service fee deductions or a charitable contribution for such employees shall be the beginning of the first pay period of employment.~~

~~The employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or service fee check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from the future earnings. In the case of an employee, who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.~~

~~30.2 Religious Exemption.~~

~~Any employee of the City, subject to this Memorandum of Understanding, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Board, shall, upon presentation of verification of active membership in such religion, body, or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.~~

~~Declarations of or application for religious exemptions and any supporting documentation must be submitted within fifteen (15) days of receipt by the City. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his or her designee. If challenged, the deduction to the charity of the employee's choice shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article, charitable contributions mean a contribution to one of the following (non-secular/non-profit) charitable organizations:~~

- ~~United Way;~~
- ~~American Cancer Society; or~~
- ~~American Red Cross~~

~~30.3 Financial Reports.~~

~~The Union shall submit copies of the annual financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article, at the offices of the Union. Failure to file such a report within 100 days of within close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.~~

~~30.4 Payroll Deductions and Payover.~~

~~The City shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformance with State and Local regulations. The~~

~~City shall promptly pay to the designated payee all sums to be deducted. The City shall also provide a quarterly list to the Union of all persons making charitable deductions pursuant to the religious exemptions granted herein.~~

~~30.5 Programming Fee.~~

~~The Union shall reimburse the City for actual, reasonable and necessary costs of programming in order to implement this Article.~~

~~30.6 Hold Harmless.~~

~~The International Association of Firefighters shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds, union dues, service fees, or charitable contributions that the employee was obligated to pay, but failed to pay, regardless of the reasons.~~

For the International Association of Firefighters Local 1230:

_____	_____
Steven Dorsey	Date
_____	_____
Vince Wells, President IAFF	Date
_____	_____
Larry Menth, Chief Negotiator IAFF	Date

For the City of Pinole:

_____	_____
~~Michelle Fitzer~~Andrew Murray, City Manager	Date
_____	_____
Hector De La Rosa, Assistant City Manager	Date
_____	_____

Return to Agenda

~~Bruce Heid~~Gregory Ramirez, IEDA, Lead Negotiator Date

Return to Agenda

CITY COUNCIL REPORT

8E

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 512 FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2023

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City and American Federation of State, County, and Municipal Employees Local 512 ("AFSCME") for the period of July 1, 2021 – June 30, 2023.

BACKGROUND

The current MOU between the City and AFSCME expired on June 30, 2021. Prior to the commencement of this round of negotiations, the city undertook a thorough review of the current MOUs. The City's labor relations consultant, IEDA, has reviewed the MOUs for potential clean up and clarifying matters, as have frontline HR and payroll staff, an outside consulting firm (RGS), all department heads, and the City Attorney's office.

Following the review process, and in accordance with the provisions of the Meyers-Milias-Brown Act to meet and confer in good faith in an effort to reach a successor MOU, the city presented AFSCME with a total of 62 proposals. The proposals addressed changes to economic provisions, changes to non-economic provisions, changes to assure compliance with evolving legal requirements, and changes to clarify a benefit and/or a process. Additionally, the city entered into an agreement with Koff & Associated to perform a total compensation study for all staff. Likewise, the city also received a total of 20 proposals from AFSCME. In several instance, the City's and AFSCME's proposals pertained to the same Article of the MOUs.

Due to a comprehensive review of the MOU along with the completion of the total compensation study, negotiations were delay by close to three (3) months.

REVIEW AND ANALYSIS

The City's negotiating team first met with AFSCME on March 22, 2021, to commence negotiations for a successor MOU. Throughout the negotiations process, the City and AFSCME exchanged proposals.

The City and AFSCME have met thirteen (13) times, with the exchange of counter proposals occurring in early July, due to the delays mentioned above. After meeting and conferring, including exchanging counter proposals, for approximately two (2) months, the City and AFSCME have reached a Total Tentative Agreement on August 31, 2021. AFSCME members met on September 8, 2021 and ratified the total tentative agreements.

The successor agreement (attachment C) is for a two (2) year period. Outlined below are the significant economic changes to the existing MOU for the period of July 1, 2021 – June 30, 2023.

Cost of Living Allowance

- A Cost-of-Living Adjustment (COLA) of 3% effective the first full pay period following July 1, 2021.
- A COLA of 3% effective the first full pay period following July 1, 2022.

Equity Adjustment

Based on the results of the total compensation benchmarking study, and the city's desire to attract and retain quality employees, the City and AFSCME agreed to an equity adjustment to the employees base hourly rate.

- An equity adjustment of 3% effective the first full pay period following July 1, 2021, and
- An equity adjustment of 3% effective the first full pay period following July 1, 2022.

Medical

- Effective January 2022, the City's contribution toward the employee's health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.
- Effective January 1, 2023, the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

Holiday

In June, the President proclaimed June 19th (Juneteenth) as a Federal Holiday. According to the AFSCME MOU, any days proclaimed by the President as a holiday is deemed a paid holiday for the employees. As such, the City and AFSCME agreed to include Juneteenth as a paid holiday. This change increases the number of paid holidays from eleven to twelve holidays per year.

Standby Pay

The City and AFSCME agreed to increase the amount of standby pay those employees receive, equivalent to that amount Local 1 members receive. The increase is equivalent to an additional $10 per day during the weekday ($40 per day), weekends ($50 per day) and holidays ($60 per day).

Retirement

Over the years, the City's total annual contribution to CalPERS, on behalf of current and retired employees, has increased due to a number of factors. Because the current employees cost sharing agreement is tied to the city total annual contribution percentage, which addresses city costs for current employees and retirees, employees' share of the city's cost has increased on an annual basis. In FY 2021/22, the employees cost sharing percentage is 19.865% of their base hourly rate, which is higher than other agencies in the County. (CalPERS considers 8% to be the expected employee contribution.)

The change to the retirement section of the MOU eliminates utilization of a cost sharing formula to determine the employees cost sharing percentage and establishes an annual fixed percentage.

- Effective the pay period which includes July 1, 2021, the employees agreed to continue to pay the statutory employee's contribution of eight percent (8%) plus 10% of the employers' contribution for a total of 18%.
- Effective the pay period which includes July 1, 2022, the employees agreed to continue to pay the statutory employee's contribution of eight percent (8%) plus 7% of the employers' contribution for a total of 15%.

In total, the City and AFSCME agreed to fifty-nine (59) amendments to the MOU, which are both non-economic and economic in nature. A redline version of the MOU between the City and Local 1 is attached (attachment B) for your review.

The city continues to appreciate the willingness of our employees to settle negotiations in a cooperative spirit and are pleased to be able to provide an increase in the employee's base salaries and total compensation. This agreement represents an amenable compromise between the city and our employees.

FISCAL IMPACT

The total cost of the provisions for this bargaining unit under a two-year agreement is estimated at $312,428.

The FY 2021-22 cost is approximately $140,410, which represents a 3% COLA of all AFSCME members, totaling $55,836; the remaining $85,574 will be reflected as a budget amendment in the first quarter of the fiscal year and represents the cost of a 3% equity adjustment, the decrease in the employees shared retirement contribution, increase in standby pay, and the addition of a paid holiday.

FY 2022-23 the cost is approximately $172,018, which includes a 3% COLA, a 3% equity adjustment, a further decrease in the employees shared retirement contribution, and the addition of a paid holiday.

The total costs are spread over various City funds, depending on each employee's staffing allocation.

ATTACHMENTS

Attachment A	Resolution
Exhibit A	Memorandum of Understanding between the City of Pinole and AFSCME for the period of July 1, 2021 – June 30, 2023
Attachment B	Redline version of MOU between the City and AFSCME

Return to Agenda

ATTACHMENT A

RESOLUTION 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 512 FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2023

WHEREAS, the Memorandum of Understanding between the City of Pinole and American Federation of State, County, and Municipal Employees Local 512 (AFSCME) expired on June 30, 2021; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of AFSCME to negotiate a successor agreement; and

WHEREAS, representatives of the City and AFSCME reached a Total Tentative Agreement for a successor Memorandum of Understanding on August 31, 2021, and

WHEREAS, the City agreed to retroactivity of the economic changes to the MOU effective July 1, 2021; and

WHEREAS, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2021 – June 30, 2023, was ratified by the membership of AFSCME at a meeting held on September 8, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and AFSCME for the period of July 1, 2021 – June 30, 2023, as provided in Exhibit A, herein incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on September 21, 2021 the by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 21st day of September 2021.

_____
Heather Iopu, CMC
City Clerk

EXHIBIT A

CITY OF PINOLE

MEMORANDUM OF UNDERSTANDING

Between the City of Pinole and the Professional and Technical Employees Represented by AFSCME Local 512

AFSCME

JULY 1, 2021 TO JUNE 30, 2023

Return to Agenda

EXHIBIT A

AFSCME
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

RESOLUTION

PREAMBLE 1

ARTICLE I. DEFINITIONS....2

ARTICLE II. RECOGNITION....2
2.1 Job Classifications in the Unit.... 2

ARTICLE III. MANAGEMENT RIGHTS....3
3.1 Management Rights Defined.... 3

ARTICLE IV. DUES DEDUCTION....4
4.1 Amount/Authorization.... 4
4.2 Increases/Non-Pay Status.... 4
4.3 Hold Harmless.... 5

ARTICLE V. UNION REPRESENTATIVES....5
5.1 Union Representatives/Stewards Defined.... 5
5.2 Time Off for “Meet and Confer”.... 5
5.3 “Meet and Confer” Committee.... 5
5.4 Notice to Supervisors.... 5
5.5 Release Time for Quarterly Meetings.... 5

ARTICLE VI. SALARIES....6
6.1 Cost of Living and Market Adjustments.... 6
6.2 Pay Plan.... 6
6.3 Longevity.... 6
6.4 Pro-rata Benefits.... 6
6.5 Job Descriptions.... 6

ARTICLE VII. HOURS OF WORK AND OVERTIME....7
7.1 Workweek Defined.... 7
7.2 Overtime Work Schedule.... 7
7.3 Overtime and Seniority.... 7
7.4 Regular Work Week-Amount of Overtime Earned.... 7
7.5 Alternative Work Week-Amount of Overtime Earned.... 8
7.6 Rate of Overtime/Compensatory Time.... 8
7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.... 8
7.8 Call Back and Overtime.... 8
7.9 Alternative Work Schedules/Flex Time.... 9
7.10 Court Appearance on Off Duty Hours.... 9
7.11 Meal Allotment.... 10
7.12 Rest Periods.... 10

Return to Agenda

ARTICLE VIII. CAR ALLOWANCE 10
8.1 Car Allowance. 10

ARTICLE IX. STANDBY PAY 10
9.1 Employees Assigned. 10
9.2 City Issued Mobile Communication Device Assignments. 11
9.3 Standby Protocol. 11
9.4 Standby Schedule Assignments. 11
9.5 Rest Periods While on Standby. 12
9.6 Amount of Standby Pay. 12

ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK. 12
10.1 Mileage Reimbursement-Portal to Portal. 12

ARTICLE XI. CITY ISSUED MOBILE COMMUNICATION DEVICE PAY-24/7 REQUIREMENTS 12
11.1 Employees Assigned. 12
11.2 Method of Assignment. 13
11.3 Amount of City Issued Mobile Communication Device Pay 24/7. 13
11.4 Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility. 13

ARTICLE XII. ACTING IN HIGHER CLASSIFICATION 13
12.1 Acting Pay Defined and Rate of Pay. 13

ARTICLE XIII. JURY DUTY LEAVE 14
13.1 Jury Duty Leave. 14

ARTICLE XIV. SICK LEAVE 14
14.1 Rate of Sick Leave Earned. 14
14.2 Sick Leave Incentive. 14
14.3 Use of Sick Leave for Family Care. 14
14.4 Use of Sick Leave. 15
14.5 Other Use of Sick Leave. 15

ARTICLE XV. HOLIDAYS 15
15.1 Authorized Legal Holidays. 15
15.2 List of Official Holidays. 15
15.3 Holidays Falling on Saturday or Sunday. 16
15.4 Holidays Falling on a Regularly Scheduled Day Off. 16
15.5 Compensation for Hours Worked on a Holiday. 16

ARTICLE XVI. VACATION 17
16.1 Vacation Schedule and Seniority. 17
16.2 Vacation Sell Back. 17
16.3 Rate of Vacation Earned. 17

ARTICLE XVII. MEDICAL INSURANCE 18
17.1 Medical Insurance Provided. 18
17.2 Retiree Medical Insurance. 18

17.3 Medical In-Lieu. 19

ARTICLE XVIII. DENTAL INSURANCE 20
18.1 Dental Insurance Provided. 20
18.2 Orthodontic Insurance Provided. 20

ARTICLE XIX. VISION INSURANCE 20
19.1 Vision Insurance Provided. 20

ARTICLE XX. LIFE INSURANCE 21
20.1 Life Insurance Provided. 21
20.2 Life Insurance Premium Rates. 21

ARTICLE XXI. DISABILITY INSURANCE 21
21.1 Disability Insurance Provided. 21
21.2 Disability Insurance Premium Rates. 21
21.3 Disability Insurance Option for Upgrade. 22

ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE 22
22.1 Domestic Partnership and Coverage Defined. 22
22.2 Medical, Dental, Vision Premium Rates. 22
22.3 FLEXIBLE BENEFITS PLAN. 22

ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM 22
23.1 Tuition Reimbursement Eligibility. 22

ARTICLE XXIV. INCENTIVE PAYS 23
24.1 Educational Degree. 23
24.2 Bilingual Pay. 24

ARTICLE XXV. RETIREMENT PLAN 24
25.1 Retirement Plan Defined. 24
25.2 Employee and Employer Contribution Rates. 24
25.3 CalPERS Contract Benefits. 24

ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE 25
26.1 Uniform Laundry Service. 25
26.2 Safety Shoes. 25

ARTICLE XXVII. CERTIFICATION FEES 25
27.1 Payment for Certificate Issuance and Renewals. 25
27.2 Payment of Department Of Transportation License Fees. 25
27.3 Payment of Above-Grade Certification for Wastewater Employees. 26

ARTICLE XXIX. BEREAVEMENT LEAVE 26
29.1 Paid Bereavement Leave 26
29.2 Immediate Family Defined. 26

Return to Agenda

ARTICLE XXX. GRIEVANCE PROCEDURE 26
30.1 Grievance Defined. 26
30.2 Reflection for Use of Procedure. 27
30.3 Grievance Procedure Defined. 27
30.4 Grievance Process. 27
30.5 Grievance Procedure. 28
30.6 Employee Appeals Board. 29
30.7 Non-Binding Confidential Mediation. 29
30.8 Employee Appeals Board or Mediator Recommendation to City Manager. . 30

ARTICLE XXXI. DISCIPLINARY ACTION 30
31.1 Disciplinary Action 30
31.2 Causes for Disciplinary Action 30
31.3 Forms of Discipline 32
31.4 Authority of Disciplinary Action 33
31.5 Procedures for Written Reprimand 33
31.6 Notice of Intended Discipline 33
31.7 Notice of Discipline 34
31.8 Post-Disciplinary Appeal 34
31.9 Waiver of Steps or Time Limits 35

ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS 35
32.1 Layoff Policy 35
32.2 Notification 36
32.3 Order of Layoff 36
32.4 Vacancy, Demotion, Retreat, and Seniority 36
32.5 Reinstatement List 37
32.6 Reinstatement 37
32.7 Layoff of At-Will Employees 37
32.8 Reduction in Hours 38

ARTICLE XXXIII. PROBATIONARY PERIOD 38
33.1 Objective of the Probationary Period 38
33.2 Probationary Period 39
33.3 Promotional Probationary Period 39

ARTICLE XXXIV.39

UNION MEMBERSHIP, DUE DEDUCTION, AND NEW EMPLOYEE ORIENTATION 39
34.2 Annual AFSCME Local 512 Financial Reports Required. 40

ARTICLE XXXV. DURATION 42
35.1 Term. 42
35.2 MOU “Meet and Confer” Obligations. 42
35.3 Notice of Termination. 42
35.4 Effective Date. 42
35.5 Continuation of MOU in Light of Federal/State Law Changes. 43

ATTACHMENT A. SALARY SCHEDULE
ATTACHMENT B. RESOLUTION

The City of Pinole and representatives of AFSCME Local 512 acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the AFSCME Local 512 agree to present this Memorandum of Understanding to their membership for acceptance and approval.

PREAMBLE

WHEREAS, on April 10, 2001, the City of Pinole received a request from the American Federation of State, County, and Municipal Employees (AFSCME)-Local 512 to be recognized as the exclusive representative for employer-employee bargaining purposes of a bargaining unit comprised of Professional and Technical employees of the City; and

WHEREAS, the City Council on January 15, 2002 approved Resolution Number 103-2002 which officially recognized AFSCME Local 512 as the exclusive bargaining unit for the Professional and Technical employees; and

WHEREAS, the City and AFSCME Local 512 subsequently negotiated a Memorandum of Understanding, which was developed by mutual agreement of all parties; and

WHEREAS, both the City of Pinole and AFSCME Local 512 are mutually interested in making certain modifications to this Memorandum of Understanding;

NOW THEREFORE, the following agreement represents a Memorandum of Understanding between the City of Pinole and the Professional and Technical employees represented by AFSCME Local 512 with the term of July 1, 2021 through June 30, 2023.

Return to Agenda

ARTICLE I. DEFINITIONS

1.1 "City" referred to herein shall be the City of Pinole.

1.2 "Union" referred to herein shall be AFSCME Local 512.

1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole in the job classifications set forth in Article 2 of this Memorandum of Understanding.

1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

ARTICLE II. RECOGNITION

2.1 Job Classifications in the Unit.

The Professional and Technical unit consists of the following job classifications:

Accountant
Accounting Specialist
Associate Civil Engineer
Associate Planner
Building Inspector
Cable Access Coordinator
Code Enforcement Officer
Environmental Analyst
Information Systems Administrator
Information Systems Specialist
Management Analyst
Public Works Maintenance Supervisor
Public Works Specialist
Recreation Coordinator
Rental Inspector
Sr. Building Inspector
Senior Project Manager
Wastewater Treatment Plant Operations Supervisor
Water Pollution Control Plant Supervisor

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit, and agrees to meet and confer with the Union in all matters relating to wages, hours and working conditions of employees in such classifications.

The City further reserves the right to exclude from the unit, those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

ARTICLE III. MANAGEMENT RIGHTS

3.1 Management Rights Defined.

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

a. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards, and commissions;

b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;

c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;

d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinets and systems;

e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;

g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;

h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;

i. The right to schedule and assign work, make reassignments and assign overtime work;

j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;

k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;

l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear and respond truthfully in good faith regarding any City investigation; and

m. The right to maintain orderly, effective and efficient operations.

ARTICLE IV. DUES DEDUCTION

4.1 Amount/Authorization.

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines.

4.2 Increases/Non-Pay Status.

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period.

In the case of an employee who is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

4.3 Hold Harmless.

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE V. UNION REPRESENTATIVES

5.1 Union Representatives/Stewards Defined.

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions.

5.2 Time Off for "Meet and Confer".

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3 ; This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Department Manager or Supervisor, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

5.3 "Meet and Confer" Committee.

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of three (3) members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation.

5.4 Notice to Supervisors.

Union member(s) or steward(s) engaged in such activities shall first obtain approval from supervisors before leaving their assigned work areas on such business. The request shall not be unreasonably denied.

5.5 Release Time for Quarterly Meetings.

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

ARTICLE VI. SALARIES

6.1 Cost of Living and Market Adjustments.

Effective first full pay period following July 1, 2021 classifications represented by the Union shall receive a three percent (3%) wage increase.

Effective the first full pay period following July 1, 2022 classifications represented by the Union shall receive a three percent (3.0%) wage increase.

Market Equity Adjustment concurrent with COLA increase above:

Effective the first full pay period following July 1, 2021, and concurrent with the COLA above, classifications represented by the Union shall receive a three percent (3%) equity increase.

Effective the first full pay period following July 1, 2022, and concurrent with the COLA above, classifications represented by the Union shall receive a three percent (3%) equity increase.

6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

6.3 Longevity

Effective the full payperiod following July 1, 2018 employees with fifteen (15) full continuous years of City services shall be given an additional 2% pay computed on their base hourly rate of pay. This benefit shall not compound, nor be compounded by, any other additional compensation.

6.4 Pro-rata Benefits.

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time (forty-hour per workweek) employees or as defined by federal, state, lor local law, whichever is greater.

6.5 Job Descriptions.

The City will maintain job descriptions for each of the represented job classifications as listed in Section 2.1.

ARTICLE VII. HOURS OF WORK AND OVERTIME

7.1 Workweek Defined.

The employee's regular workday typically consists of eight hours and the workweek shall consist of a seven consecutive day period, Monday through Sunday. The standard City work period is a calendar week which begins at 12:00 am on Monday and ends 11:59 pm on Sunday. Other schedules may be assigned consistent with Section 7.9 of this Agreement. The City reserves the right to assign new employees to other work weeks and will provide two consecutive days off. Where new workweeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

7.2 Overtime Work Schedule.

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

7.3 Overtime and Seniority.

Overtime preference, insofar as practical, shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

7.4 Regular Work Week-Amount of Overtime Earned.

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of forty (40) hours during a seven day work period. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 15.2 (excluding floating holidays) toward employees' overtime thresholds.

7.5 Alternative Work Week-Amount of Overtime Earned.

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than eight (8) hours a day and less than five days a week. The shift duration hours, workweek, and work period for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and the related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week.

7.6 Rate of Overtime/Compensatory Time.

Compensation for overtime hours worked shall be paid at one and one-half times the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay.

Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee and approved by the Department. At no time shall accrued compensatory time off balance exceed eighty (80) hours.

7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.

The City reserves the right to determine under the FLSA requirements whether or not a job classification is exempt or non-exempt for FLSA purposes. Prior to changing the FLSA designation of a job classification represented by AFSCME, the City agrees to discuss the proposed changes with AFSCME under “meet and confer”.

7.8 Call Back and Overtime.

Employees called back to work overtime shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's basic hourly rate plus mileage reimbursement at the established IRS mileage rate. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee’s regular work schedule does not constitute “call back.”

If in the event the three (3) hour call back period overlaps with the employee’s regular work schedule, the employee shall be entitled to time and one-half overtime for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee’s regular

work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:40 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback overtime pay.

7.9 Alternative Work Schedules/Flex Time.

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all FLSA requirements.

Alternative Work Schedule:

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/80 schedule (eight, nine-hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Flex-Time Work Schedule:

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

7.10 Court Appearance on Off Duty Hours.

Any employee appearing as a witness in court during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate.

7.11 Meal Allotment.

During the term of the MOU agreement, the City shall reimburse each employee in the Local 512 Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of $15 for the cost of a meal.

If an employee is required to work a sixth (6th) or seventh (7th) day during any regular scheduled workweek, the City shall also reimburse said employee a total of $15 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

7.12 Rest Periods.

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

ARTICLE VIII. CAR ALLOWANCE

8.1 Car Allowance.

Effective July 1, 2005, the classification of Cable Access Coordinator shall receive a car allowance of $200.00 per month.

ARTICLE IX. STANDBY PAY

9.1 Employees Assigned.

Employee assigned to the classifications of Wastewater Treatment Plant Operations Supervisor, Public Works Maintenance Supervisor, and Environmental Analyst shall be eligible for Standby Pay. These employees are required to remain continuously available, in accordance with Article 9.2, for the time period assigned to respond to calls for service.

9.2 City Issued Mobile Communication Device Assignments.

City Issued Mobile Communication Device will be carried by employee(s) assigned to standby in accordance with 9.1. Employees assigned to standby who use their personal mobile communication device shall receive a stipend of thirty dollars ($30) per month until such time as a City mobile communication device is assigned by the City to the employee. There will be a seventy (70) mile radius limit from the City of Pinole for persons assigned a City Issued Mobile Communication Device or persons who receive a stipend.

9.3 Standby Protocol.

The City utilizes the Supervisory Control and Data Acquisition System (SCADA) for monitoring plant operations and processes. The SCADA System is the primary method used for notification to the Wastewater Treatment Plant Operations Supervisor and Environmental Analyst employees assigned to Standby for emergencies and alarms. SCADA will call the first employees twice within a 30-minute period and in 15-minute intervals. If that employee does not respond by calling in and acknowledging the call, then SCADA will call the next employee who is required to respond and will be eligible for Standby pay.

Employees in the class Public Works Maintenance Supervisor who are required to perform services integral to their assigned job responsibilities in order to provide continuous public service and who are required to be available and respond after hours, will be eligible for standby pay.

The person not assigned to be on Standby and who responds to the call will be compensated for the Standby duty at the Standby holiday rate for that day. Employees on Standby not responding to a call will not be paid for that day (except if they had responded to another call and are unavailable).

9.4 Standby Schedule Assignments.

Schedule changes will have to be approved by the Public Works Director/City Engineer through the Public Works Manager, Wastewater Treatment Plant Manager or the Wastewater Treatment Plant Operations Supervisor at least five working days in advance of the change.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the beeper may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cellular device. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

9.5 Rest Periods While on Standby.

An employee on Standby who is called out prior to 5:00 a.m. and who performs work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift. Such rest hours shall not be considered “hours worked” and will not be included in determining if an employee has worked overtime hours.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

9.6 Amount of Standby Pay.

The City agrees to pay the standby designee as follows:

- Weekday $40 per day
- Weekend $50 per day
- Holiday $60 per day

ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.

10.1 Mileage Reimbursement-Portal to Portal.

Mileage reimbursement from portal to portal travel shall be paid to employees driving their personal vehicles when called back pursuant to the Internal Revenue Service (IRS) rate in effect for all City travel.

ARTICLE XI. City Issued Mobile Communication Device PAY-24/7 REQUIREMENTS

11.1 Employees Assigned.

Designated employees assigned to carry a City Issued Mobile Communication Device are required to remain continuously available for the time period assigned to respond to calls for service.

11.2 Method of Assignment.

The Department Manager shall make assignments for City Issued Mobile Communication Devices with City Manager approval. During the term of this MOU, the following job classifications are required to carry a City Issued Mobile Communication Device:

- Cable Access Coordinator
- Water Pollution Control Plant Supervisor

If a Department Manager and/or the City determines that it is necessary to identify additional classifications other than those listed above to carry a City Issued Mobile Communication Device, the City will "meet and confer" with AFSCME Local 512 representatives prior to implementation with the exception of a temporary emergency situation.

11.3 Amount of City Issued Mobile Communication Device Pay 24/7.

During the term of this MOU, the City agrees to pay the designated job classifications a total of $250 per month for carrying a City Issued Mobile Communication Device and responding as appropriate.

11.4 Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility.

With the exception of the Cable Access Coordinator who receives a car allowance, those employees who are outlined in Section 11.2 are eligible to receive mileage reimbursement from portal to portal travel if they are called back to work. Mileage reimbursement shall be paid pursuant to the City adopted Internal Revenue Services (IRS) mileage reimbursement rate in effect for all city travel.

ARTICLE XII. ACTING IN HIGHER CLASSIFICATION

12.1 Acting Pay Defined and Rate of Pay.

In the event an employee is assigned and performs the majority of the duties in a higher classification, following the fifth consecutive work day in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

ARTICLE XIII. JURY DUTY LEAVE

13.1 Jury Duty Leave.

An employee whose absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.

ARTICLE XIV. SICK LEAVE

14.1 Rate of Sick Leave Earned.

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of ninety-six (96) hours annually, one eight hours working day (8 hours) for each continuous full calendar month of service, or 3.69 hours per pay period in pay status. The employee must be in a paid status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time.

14.2 Sick Leave Incentive.

Employee sick leave use shall be reviewed by the City at the end of each calendar year. Employees who do not use any sick leave for six consecutive months, July 1st through December 31st, and January 1st through June 30th, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than eight (8) hours of vacation in any calendar year.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

14.3 Use of Sick Leave for Family Care.

Employees may use sick leave for illness or disability in his/her immediate family. Immediate family is defined in Article XXIX, Section 29.2. The maximum amount

of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days.

14.4 Use of Sick Leave.

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

14.5 Other Use of Sick Leave.

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

ARTICLE XV. HOLIDAYS

15.1 Authorized Legal Holidays.

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices signed by the President of the United States shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on a percentage of hours regularly scheduled to work in relation to full-time.

15.2 List of Official Holidays.

Employees shall receive twelve (12) annual paid holidays as follows:

- January 1 — New Year's Day
- Third Monday in January — Martin Luther King's Birthday
- Third Monday in February — Washington's Birthday
- Last Friday in March — Cesar Chavez Day

• Last Monday in May	Memorial Day
• June 19	Juneteenth
• July 4	Independence Day
• First Monday in September	Labor Day
• November 11	Veteran's Day
• Fourth Thursday in November	Thanksgiving
• Fourth Friday in November	Day after Thanksgiving
• December 25	Christmas

All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday fall on a workday in which they are scheduled to work more than 8 hours, the employee may use their accrued vacation or compensatory time off to make o the difference between the 8 hours and their scheduled hours or, subject to supervisor approval, the employee may make up the time within the workweek the holiday falls.

For part-time regular employees working at least 20 hours per week, each holiday (8 hours) shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

15.3 <u>Holidays Falling on Saturday or Sunday.</u>

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes.

15.4 <u>Holidays Falling on a Regularly Scheduled Day Off.</u>

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR

- The employee shall take an alternate day off with holiday pay within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

15.5 <u>Compensation for Hours Worked on a Holiday.</u>

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

ARTICLE XVI. VACATION

16.1 Vacation Schedule and Seniority.

Upon supervisorial approval, employees shall be given their preference of requested vacation time, and in the case of conflict between employees, classification seniority shall prevail.

16.2 Vacation Sell Back.

An employee with a minimum of three (3) years of service has the option to sell back up to fifty two (52) hours of vacation per calendar year provided the employee has a minimum of 160 hours of vacation accumulated.

16.3 Rate of Vacation Earned.

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

Years of Completed Service	Hours Accrued Per Year/Pay Period	Maximum Accrual (Hrs)
0 through 4	96/3.69	192
5 through 9	144/5.54	288
10 through 15	160/6.15	320
16+	192/7.38	384

Once an employee reaches their maximum vacation accrual hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of service, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time. The maximum accrual cap shall be twice the pro-rated annual accrual. A full-time employee who moves to a part-time position/status, and who has a vacation balance in excess of the pro-rated maximum amount, will be afforded six (6) months to use the excess accrued vacation and will continue to accrue vacation hours, at the pro-rated rate, during the six (6) month period. The Supervisor will make every effort to grant vacation requests from an employee so situated. If the requests cannot be granted, the excess vacation balance will be cashed-out.

Return to Agenda

ARTICLE XVII. MEDICAL INSURANCE

17.1 Medical Insurance Provided.

For full-time regular employees, the City shall contribute toward the employee's health premium as follows:

Effective January 1, 2021 the City's contribution toward the employee's health premium will reflect the 2020 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2022, the City's contribution toward the employee's health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2023, the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

17.2 Retiree Medical Insurance.

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Employees hired before July 1, 2010 are eligible to continue in the CalPERS Health Plan and receive a City contribution toward their retiree health premium equal to that provided to current active employees, in accordance with Government Code Section 22892.

  Employees hired before July 1, 2010 shall be offered the option to elect to participate in the vesting program as defined below (described by Government Code Section 22893) as soon after the program implementation as allowed per CalPERS regulations.

- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule).

The percentage of employer contribution toward retiree health premiums is determined annually by CalPERS and shall be based on the member's completed years of credited service (excluding any purchased service credits) at retirement as shown in the table below. Employees must have a minimum of five (5) years of service with the City of Pinole and 10 years of total CalPERS service credit to be eligible for this benefit.

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

As an example, the Employer contributions for 2010 are:

- ✓ $493 for single – represents 100% of the weighted average of the four (4) health benefit plans that had the largest State enrollment.
- ✓ $936 for 2-party – represents an additional 90% of the single rate.
- ✓ $1202 for family coverage – represents 90% of the additional premium required for enrollment of family members.

17.3 <u>Medical In-Lieu.</u>

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = $225 per month or $103.84 per pay period
- Two-party coverage = $450 per month or $207.69 per pay period
- Family coverage = $600 per month or $276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of in-lieu benefits and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

ARTICLE XVIII. DENTAL INSURANCE

18.1 Dental Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and the employee's eligible dependents, if desired. Selection of the carrier shall be at the discretion of the City.

The City-provided dental insurance plan provides for a maximum annual dental payout of $1,500 for each employee and for each employee's eligible dependents.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

18.2 Orthodontic Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and up to Family coverage if desired. Selection of the carrier is at the discretion of the City.

The City-provided orthodontic insurance plan provides for a lifetime maximum orthodontic payout of $1,500 for each employee and for each employee's eligible dependents.

ARTICLE XIX. VISION INSURANCE

19.1 Vision Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 for full family vision care coverage that provides for one examination, one set of lenses, and one frame per year. Selection of the carrier shall be at the discretion of the City. The City provided plan shall provide for a $20 co-payment for examination and a $20 co-payment for materials.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

ARTICLE XX. LIFE INSURANCE

20.1 Life Insurance Provided.

During the term of this MOU, the City agrees to provide term life insurance and accidental death and dismemberment insurance, for employees as defined in Section 1.3 in the amount of $40,000 each per year/per employee. Selection of the carrier shall be at the discretion of the City.

20.2 Life Insurance Premium Rates.

The City shall pay for all premium increases for life insurance coverage.

ARTICLE XXI. DISABILITY INSURANCE

21.1 Disability Insurance Provided.

The City agrees to provide the State Short-Term Disability Insurance program for employees as defined in Section 1.3. The costs of this program are the responsibility of the employee, paid through payroll deductions.

21.2 Disability Insurance Premium Rates.

- **Short Term Disability Rates**

  During the term of this MOU, the City shall provide, at its own expense, short term disability insurance of two-thirds of salary ($463 per week maximum benefit) with a 29-day waiting period.

- **Long Term Disability Rates**

  During the term of this MOU, the City shall provide, at its own expense, long term disability insurance of two-thirds of salary up to $3,000 per month ($2,000 maximum benefit) with a 90-day waiting period.

21.3 Disability Insurance Option for Upgrade.

During the term of this MOU, employees have the option to upgrade the Long-Term Disability plan to provide two-thirds of salary up to $5,000 per month at employee expense provided that all AFSCME Local 512 members opt for this upgraded coverage with said expense taken as a payroll deduction and provided selected carrier agrees to this change.

ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE

22.1 Domestic Partnership and Coverage Defined.

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for registered domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership registration with the California Secretary of State.

22.2 Medical, Dental, Vision Premium Rates.

During the term of this MOU, the City agrees to pay health, dental and vision premiums as outlined in Articles XVII – XIX of this document. Registered domestic partners meeting the above requirements shall be considered qualified dependents for the purposes of the City's payment of these premiums.

22.3 FLEXIBLE BENEFITS PLAN.

Effective sixty (60) days following adoption by the City Council of a successor MOU, the City will establish and pay the costs for administering a flexible benefit plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM

23.1 Tuition Reimbursement Eligibility.

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three (3) or more semester units in qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books

and related expenses to a maximum annual amount of $600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

ARTICLE XXIV. INCENTIVE PAYS

24.1 Educational Degree.

During the term of this MOU, the City will pay those employees who have earned degrees from accredited college institutions, when not required by the employee's classification, additional pay as follows:

- Associate of Art/Science Degree $ 75.00 per month or $34.61 per pay period
- Bachelor of Art/Science Degree $150.00 per month or $69.23 per pay period

An employee is only eligible to receive educational degree premium pay for one-degree classification. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010 employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

24.2 Bilingual Pay.

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 10% of their monthly base pay. The City retains the discretion to determine which classifications/positions and which languages, are eligible. The benefit shall not compound, nor be compounded by, any other additional compensation.

ARTICLE XXV. RETIREMENT PLAN

25.1 Retirement Plan Defined.

The City shall contract with the California Public Employees Retirement System (CalPERS) for the purpose of allowing employees to earn retirement benefits. The City has contracted for at the 2.5% @ 55 Plan benefits for "Classic" members as defined by the PEPRA and CalPERS. Employees who constitute "New" members may earn benefits under the 2% @ 62 Plan.

25.2 Employee and Employer Contribution Rates.

Employees shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate shall be as follows:

A. Effective the full pay period that contains July 1, 2021, the employee's total CalPERS contribution (combined Employee contribution and Employee's share of the City's contribution) for employees shall be eighteen percent (18%).

B. Effective the full pay period that contains July 1, 2022, the employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

25.3 CalPERS Contract Benefits.

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For "Classic" Miscellaneous Members, the contract offers the following options:

- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave

ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE

26.1 Uniform Laundry Service.

The City shall provide a weekly laundry service to job classifications for which the City requires standardized attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of Uniform laundry services provided to an employee shall be reported as compensation to the employee.

26.2 Safety Shoes.

The allowance provided by the City for the purchase of safety shoes for maintenance and related job classifications for which the City requires safety shoes, shall be $200.00 per year paid the first pay period in July annually.

New employees shall be provided the safety shoe allowance above by the second full pay period after initial appointment. Thereafter, the employee shall be eligible to receive the annual safety show allowance in July as described above, but not sooner than twelve (12) months after initial appointment.

ARTICLE XXVII. CERTIFICATION FEES

27.1 Payment for Certificate Issuance and Renewals.

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular full-time status with the City shall be paid directly or reimbursed by the City to the employee.

27.2 Payment of Department Of Transportation License Fees.

Driver's license fees shall not be included as a reimbursable cost; however, driver's license fees related to Department of Transportation requirements for a

Class A or B license and the related medical examination shall be paid by the City.

27.3 Payment of Above-Grade Certification for Wastewater Employees.

The City will pay those employees who work at the City's Wastewater Treatment Plant and who obtain a higher-grade certificate than what is required in their assigned job classification $75 a month ($34.62 per pay period). The City shall also reimburse an employee the fee for the above grade certificate cost once obtained. The City shall compensate employee for only one certificate.

ARTICLE XXIX. BEREAVEMENT LEAVE

29.1 Paid Bereavement Leave

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a bereavement leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Department Head, three (3) additional days may be granted for such leave. All bereavement leave must be taken within one year of said incident. Certification of loss may be required in certain circumstances. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Department Head prior to the time set to begin his/her next shift.

29.2 Immediate Family Defined.

Immediate family shall include the father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or registered domestic partner, child or stepchild of the eligible employee.

ARTICLE XXX. GRIEVANCE PROCEDURE

30.1 Grievance Defined.

A grievance is an unresolved complaint or dispute regarding the application or interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

30.2 Reflection for Use of Procedure.

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

30.3 Grievance Procedure Defined.

This grievance procedure is established to accomplish the following objectives:

a. To settle the disagreement at the employee-supervisor level, if possible.

b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.

c. To resolve the grievance as quickly as possible.

d. To correct, if possible, the cause of the grievance to prevent future similar complaints.

e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.

f. To promote harmonious relations among employees, their supervisors, and the departmental staff.

g. To ensure fair and equitable treatment of all employees.

30.4 Grievance Process.

The conduct of Grievance Process shall be as follows:

a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, or may represent him or herself in preparing and presenting his/her grievance at any level of review.

b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.

c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of

the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.

e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.

f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

30.5 Grievance Procedure.

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to his or her Department Manager and the Human Resources Director or his or her designee within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his or her Department Manager to the City Manager in writing within ten (10) calendar days of the receipt of the Department Manager‘s response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, or a State Mediator, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

30.6 Employee Appeals Board.

If the aggrieved employee selects to submit the grievance to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

30.7 Non-Binding Confidential Mediation.

If the aggrieved employee selects to submit the grievance to the non-binding confidential mediation instead of the Employee Appeals Board, the City Manager or designee and the employee or employee's representative within ten (10) days shall mutually select a mediator, or if agreement on a mediator cannot be reached, the parties may request that a mediator be assigned by the California State Mediation and Conciliation Service.

The fees and expenses of mediation shall be shared equally by the City and the Union. In the event the employee is not represented by the Union, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party, if any.

The Mediator shall then determine the facts of the grievance and submit a report of his/her findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

30.8 Employee Appeals Board or Mediator Recommendation to City Manager.

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board or Mediator, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board or Mediation procedure was utilized, after receipt of the Employee Appeals Board/Mediator's report. The decision of the City Manager shall be final and not subject to appeal or review by the City Council.

ARTICLE XXXI. DISCIPLINARY ACTION

31.1 Disciplinary Action

Disciplinary action proposed and/or imposed against an employee whose position is represented under a collective bargaining agreement shall be governed by the process(es) as defined within that employee's collective bargaining agreement. The City Manager is authorized to develop a disciplinary action process for employees not represented by a collective bargaining agreement; however, such a process shall not waive the at-will employment status of said unrepresented employees.

31.2 Causes for Disciplinary Action

Disciplinary action may be taken for any just cause. Cause for disciplinary action shall include, but shall not be limited to, any of the following:

1. Fraud of any kind; or misstatement or untruths or omissions of any material fact in the application process or in securing appointment or promotion; or falsification or untruths concerning records, fellow employees, or work performed.

2. Incompetence, inefficiency or carelessness in the performance of required duties; Less than satisfactory performance.

3. Neglect of or inattention to job duties, including the conduct of personal affairs during working hours.

4. Insubordination - willful disobedience, or failure to obey any proper direction made and given by a superior officer or supervisor.

5. Misconduct - willful or wanton disregard of the interests of the City, or deliberate violation or disregard of behavioral norms/expectations

6. Conduct unbecoming an employee of the City.

7. Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.

8. Discourteous or non-cooperative treatment of the public, City elected officials, employees, or volunteers; Offensive or obscene language in public, or towards the public, City elected officials, or employees.

9. Dishonesty or immorality on the job.

10. Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.

11. Reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants; Failure to notify a supervisor, in writing, when the employee is taking prescription medication that can impair judgment or performance.

12. Failure to report to work as scheduled or failure to notify supervisor, in accordance with department standards, of one's inability to report to work; Abuse of sick leave privileges.

13. Failure to immediately report a vehicle accident.

14. Intimidation or interference with the rights of any employee; Fighting, assault and/or battery on the public, City elected officials, employees or volunteers.

15. Failure to maintain the necessary license or certification required by the class specification.

16. Sleeping on the job.

17. Conviction of a crime, the nature of which has a direct bearing on continued employment.

18. Unauthorized leave of absence; failure to report to work after an authorized leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.

19. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use any property of the City, or loaning, selling or giving away such property without legal authorization.

20. Theft or sabotage of City property or funds.

21. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.

22. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.

23. Taking for personal use, from any person, a fee, gift or other valuable thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.

24. Violation of or failure to abide by any condition of employment stipulated in the Municipal Code, Personnel Rules, any City Policies and Procedures, collective bargaining agreement (if any), administrative memorandum, or lawful official regulation or order of the City.

25. Failure to cooperate in an official inquiry or investigation into an alleged violation of this MOU or the Personnel Rules.

26. Working overtime without supervisory authorization.

27. Engaging in outside employment without supervisory authorization.

28. Bringing a gun or any other dangerous weapon onto City property.

31.3 <u>Forms of Discipline</u>

A. Written Reprimand
B. Suspension
C. Reduction in Step
D. Involuntary Demotion (Note: Termination of an incentive pay or assignment pay is not considered demotion.)
E. Termination

31.4 Authority of Disciplinary Action

The Department Head has authority to take disciplinary action. The immediate supervisor has the authority to issue a written reprimand. The Human Resources Director shall be notified of any proposed or pending disciplinary action, beyond a written reprimand. The decision of the City Manager or designee shall be final and not subject to review by or appeal to the City Council.

31.5 Procedures for Written Reprimand

Employees may request a review by the Department Head regarding a written reprimand by submitting a written request within ten (10) days from the date of the written reprimand. The Department Head shall review the employee's submission, may meet with the employee within ten (10) days of the filing of the request and shall issue written findings within ten (10) days of the review/meeting. The employee shall be entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. Written reprimands are not subject to the discipline procedures set forth in the below Sections regarding Notice of Intended Discipline, Notice of Discipline, Post-Disciplinary Appeal, or the Grievance Procedure.

In the event the written reprimand was issued by the Department Head, the employee may request a review by the Human Resources Director, per the procedure outlined above.

31.6 Notice of Intended Discipline

A. Prior to receiving any suspension, reduction in step, involuntary demotion or termination, the employee shall receive written notice of the proposed disciplinary action containing the following:

    1. The proposed disciplinary action;
    2. The grounds on which the proposed discipline is based;
    3. A summary of the reasons for the proposed action;
    4. The documents, or access to the documents, upon which the proposed action is based;
    5. Notice to the employee of the right to respond to charges orally and/or in writing within seven (7) days from the service of the notice.

B. An employee who desires to respond orally may do so by appearing at the time and place agreed upon by the employee and the Department Head. The employee is entitled to representation, but is not entitled to

an evidentiary hearing or to present witnesses. If the employee demonstrates good cause why he/she cannot respond within seven (7) days, the City may grant a continuance.

31.7 Notice of Discipline

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a written notice of disciplinary action. This notice shall be served on the employee (with a copy to the Union representative, if involved) and filed with the Human Resources Department no later than seven (7) days after the date of such action. The notice shall include:

1. A statement of the disciplinary action;
2. The effective date of the action;
3. The grounds on which the discipline is based;
4. A summary of the reasons for the proposed action;
5. The documents, or access to the documents, upon which the proposed action is based;
6. A statement addressing the responses to the charges by the employee or designated representative, if any;
7. Notice to the employee of the right to appeal.

31.8 Post-Disciplinary Appeal

The following post-disciplinary appeal procedures to suspensions, reductions in step, demotions and terminations:

1. Within seven (7) days of the receipt of written notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to the City Manager by filing a written request with the City Manager and providing a copy of the request to the Human Resources Director. Failure by the employee or the employee's representative to initiate the appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline.

2. The City Manager or designee and the employee or employee's representative shall select a hearing officer who shall conduct an administrative hearing within sixty (60) days. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the City Manager or designee and the employee or employee's representative shall alternatively strike one name from the list until one name remains and such person shall act as the hearing officer. The next to the last name stricken shall be the alternate hearing officer to serve in the event the first hearing officer is not available. The procedure shall be followed until there is an available arbitrator.

3. The fees and expenses of the hearing officer and court reporter (if any) shall be shared equally by the City and the Recognized Employee Organization. In the event the employee is not represented by a Recognized Employee Organization, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party. Parties shall bear their own cost of any requested hearing transcript.

4. The hearing officer shall make a recommendation to the City Manager to sustain, modify or reverse the disciplinary action. A copy of the recommendation shall be given to the employee. The City Manager will then issue a final written decision within fifteen (15) days of receiving the recommendation, and may, but is not required to, accept the hearing officer's recommendation.

In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this section, the hearing officer shall make a recommendation to the City Attorney. The City Attorney's decision shall be final and not subject to review by or appeal to the City Council.

31.9 Waiver of Steps or Time Limits

Any time limit or stage of the Discipline Procedure may be waived if all involved parties consent in writing.

ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS

32.1 Layoff Policy

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to abolish any position of employment due to changes in duties or organizational structure, economic conditions,

lack of work or funds, or any other reason, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

32.2 Notification

An employee being laid off shall be given at least thirty (30) days prior written notice.

At the time affected employees are noticed of the layoff, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the layoff. Any questions or concerns regarding the order of layoff will be discussed during the impact meeting(s).

32.3 Order of Layoff

In each class, employees shall be laid off according to employment status in the following order: temporary, provisional, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

32.4 Vacancy, Demotion, Retreat, and Seniority

When the City has determined that a regular employee is to be laid off, the City Manager shall first demote the regular employee (based upon seniority within the class at the City of Pinole) to a regular position vacancy, if any, in a lower class which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

32.5 Reinstatement List

The names of all regular and probationary employees laid off, or demoted in lieu of layoff, shall be placed on a reinstatement list for the classification from which they were removed.

Reinstatement list(s) shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure by a laid off employee to promptly respond to and accept a reinstatement offer in writing within ten (10) days of the date the offer is mailed to his/her last known address shall result in removal of his/her name from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

32.6 Reinstatement

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.

2. Seniority at the time of layoff for vacation accrual, years of service, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

32.7 Layoff of At-Will Employees

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a terminated at-will employee to displace an employee in a lower class or require the City Manager to place the terminated at-will employee on a reinstatement list.

32.8 Reduction in Hours

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to reduce the funding for any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position will have their working hours reduced accordingly, without disciplinary action and without the right of appeal.

In the event that funding for a regular status position is reduced the impacted employee shall be given at least fourteen (14) days prior written notice.

At the time affected employees are noticed of the reduction in hours, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the reduction in hours.

Employees will have their salary, benefits and leave accruals reduced in proportion to their percentage of full-time status, and in accordance with the applicable MOU. In the event that funding for a position that has had the hours reduced is returned to the previous level, employees shall not be entitled to any additional compensation, benefits, or seniority for the period during which their hours were reduced. Seniority during the time of reduced hours shall be retained for future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

ARTICLE XXXIII. PROBATIONARY PERIOD

33.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

33.2 Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

By mutual written agreement of the Department Head and the employee, the initial probationary period may exceed twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

33.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

ARTICLE XXXIV.
Union Membership, Due Deduction, and New Employee Orientation

34.1 Union Membership

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by

members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

34.2 Annual AFSCME Local 512 Financial Reports Required.

AFSCME Local 512 shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

34.3 Indemnification.

AFSCME Local 512 shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

34.4 AB119 - New Employee Orientation (NEO)

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Local 512) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new

employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

34.5 Notice Requirements

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 / Local 512 will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME Local 512) bargaining unit, that the employee's position is represented by

AFSCME Local 512. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

34.6 Reporting Requirements

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide AFSCME Local 512 with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

ARTICLE XXXV. DURATION

35.1 Term.

This MOU shall be in full force and effect from July 1, 2021 to and through June 30, 2023.

35.2 MOU "Meet and Confer" Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of section 30.3. Nothing_herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

35.3 Notice of Termination.

This MOU shall continue in force and effect hereafter from year to year unless either party gives one hundred and twenty (120) days written notice prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

35.4 Effective Date.

All provisions contained in this MOU are effective July 1, 2021, unless specifically stated otherwise.

35.5 Continuation of MOU in Light of Federal/State Law Changes.

In the event any portion of this Agreement is declared null and void under Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

CITY OF PINOLE

_____ _____
Andrew Murray, City Manager Date

AFSCME Local 512

_____ _____
Roxane Stone, Negotiator Date

_____ _____
Kim Odom, Negotiator Date

_____ _____
Kym Anderson, Business Agent Date

ATTACHMENT B

CITY OF PINOLE

MEMORANDUM OF UNDERSTANDING

Between the City of Pinole and the Professional and Technical Employees Represented by AFSCME Local 512

AFSCME

JULY 1, ~~2018~~ 2021 TO JUNE 30, ~~2021~~ 2023

Return to Agenda

AFSCME
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

RESOLUTION

PREAMBLE 1

ARTICLE I. DEFINITIONS 2

ARTICLE II. RECOGNITION 2
2.1 Job Classifications in the Unit. 2

ARTICLE III. MANAGEMENT RIGHTS 3
3.1 Management Rights Defined. 3

ARTICLE IV. DUES DEDUCTION 4
4.1 Amount/Authorization. 4
4.2 Increases/Non-Pay Status. 4
4.3 Hold Harmless. 5

ARTICLE V. UNION REPRESENTATIVES 5
5.1 Union Representatives/Stewards Defined. 5
5.2 Time Off for "Meet and Confer". 5
5.3 "Meet and Confer" Committee. 5
5.4 Notice to Supervisors. 5
5.5 Release Time for Quarterly Meetings. 5

ARTICLE VI. SALARIES 6
6.1 Cost of Living and Market Adjustments. 6
6.2 Pay Plan. 6
6.4 Longevity 6
6.5 Pro-rata Benefits. 6
6.6 Job Descriptions 7

ARTICLE VII. HOURS OF WORK AND OVERTIME 7
7.1 Workweek Defined. 7
7.2 Overtime Work Schedule. 7
7.3 Overtime and Seniority. 7
7.4 Regular Work Week-Amount of Overtime Earned. 8
7.5 Alternative Work Week-Amount of Overtime Earned. 8
7.6 Rate of Overtime/Compensatory Time. 8
7.7 Fair Labor Standards Act- Exempt/Non Exempt Status. 8
7.8 Call Back and Overtime. 8
7.9 Alternative Work Schedules/Flex Time. 9
7.10 Court Appearance on Off Duty Hours. 10
7.11 Meal Allotment. 10
7.12 Rest Periods. 10

ARTICLE VIII. CAR ALLOWANCE 10
8.1 Car Allowance. 10

ARTICLE IX. STANDBY PAY 11
9.1 Employees Assigned. 11
9.2 City Issued Mobile Communication Device Assignments. 11
9.3 Standby Protocol. 11
9.4 Standby Schedule Assignments. 11
9.5 Rest Periods While on Standby. 12
9.6 Amount of Standby Pay. 12

ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK. 12
10.1 Mileage Reimbursement-Portal to Portal. 12

ARTICLE XI. CITY ISSUED MOBILE COMMUNICATION DEVICE PAY-24/7 REQUIREMENTS 13
11.1 Employees Assigned. 13
11.2 Method of Assignment. 13
11.3 Amount of City Issued Mobile Communication Device Pay 24/7. 13
11.4 Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility. 13

ARTICLE XII. ACTING IN HIGHER CLASSIFICATION 14
12.1 Acting Pay Defined and Rate of Pay. 14

ARTICLE XIII. JURY DUTY LEAVE 14
13.1 Jury Duty Leave. 14

ARTICLE XIV. SICK LEAVE 14
14.1 Rate of Sick Leave Earned. 14
14.2 Sick Leave Incentive. 15
14.3 Use of Sick Leave for Family Care. 15
14.4 Use of Sick Leave. 15
14.5 Other Use of Sick Leave. 15

ARTICLE XV. HOLIDAYS 15
15.1 Authorized Legal Holidays. 15
15.2 List of Official Holidays. 16
15.3 Holidays Falling on Saturday or Sunday. 17
15.4 Holidays Falling on a Regularly Scheduled Day Off. 17
15.5 Compensation for Hours Worked on a Holiday. 17

ARTICLE XVI. VACATION 17
16.1 Vacation Schedule and Seniority. 17
16.2 Vacation Sell Back. 17
16.3 Rate of Vacation Earned. 18

ARTICLE XVII. MEDICAL INSURANCE 18
17.1 Medical Insurance Provided. 18
17.2 Retiree Medical Insurance. 19

17.3 Medical In-Lieu. 20

ARTICLE XVIII. DENTAL INSURANCE 21
18.1 Dental Insurance Provided. 21
18.2 Orthodontic Insurance Provided. 21

ARTICLE XIX. VISION INSURANCE 21
19.1 Vision Insurance Provided. 21

ARTICLE XX. LIFE INSURANCE 22
20.1 Life Insurance Provided. 22
20.2 Life Insurance Premium Rates. 22

ARTICLE XXI. DISABILITY INSURANCE 22
21.1 Disability Insurance Provided. 22
21.2 Disability Insurance Premium Rates. 22
21.3 Disability Insurance Option for Upgrade. 23

ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE 23
22.1 Domestic Partnership and Coverage Defined. 23
22.2 Medical, Dental, Vision Premium Rates. 23
22.3 FLEXIBLE BENEFITS PLAN. 23

ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM 23
23.1 Tuition Reimbursement Eligibility. 24

ARTICLE XXIV. INCENTIVE PAYS 24
24.1 Educational Degree. 24
24.2 Bilingual Pay. 25

ARTICLE XXV. RETIREMENT PLAN 25
25.1 Retirement Plan Defined. 25
25.2 Employee and Employer Contribution Rates. 25
25.3 CalPERS Contract Benefits. 26

ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE 26
26.1 Uniform Laundry Service. 26
26.2 Safety Shoes. 26

ARTICLE XXVII. CERTIFICATION FEES 27
27.1 Payment for Certificate Issuance and Renewals. 27
27.2 Payment of Department Of Transportation License Fees. 27
27.3 Payment of Above-Grade Certification for Wastewater Employees. 27

ARTICLE XXIX. BEREAVEMENT LEAVE 27
29.1 Paid Bereavement Leave 27
29.2 Immediate Family Defined. 28

Return to Agenda

ARTICLE XXX. GRIEVANCE PROCEDURE 28
30.1 Grievance Defined. 28
30.2 Reflection for Use of Procedure. 28
30.3 Grievance Procedure Defined. 28
30.4 Grievance Process. 29
30.5 Grievance Procedure. 29
30.6 Employee Appeals Board. 30
30.7 Non-Binding Confidential Mediation. 30
30.8 Employee Appeals Board or Mediator Recommendation to City Manager. . 31

ARTICLE XXXI. DISCIPLINARY ACTION 31
31.1 Disciplinary Action 31
31.2 Causes for Disciplinary Action 31
31.3 Forms of Discipline 34
31.4 Authority of Disciplinary Action 34
31.5 Procedures for Written Reprimand 34
31.6 Notice of Intended Discipline 35
31.7 Notice of Discipline 35
31.8 Post-Disciplinary Appeal 35
31.9 Waiver of Steps or Time Limits 37

ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS 37
32.1 Layoff Policy 37
32.2 Notification 37
32.3 Order of Layoff 37
32.4 Vacancy, Demotion, Retreat, and Seniority 37
32.5 Reinstatement List 38
32.6 Reinstatement 39
32.7 Layoff of At-Will Employees 39
32.8 Reduction in Hours 39

ARTICLE XXXIII. PROBATIONARY PERIOD 40
33.1 Objective of the Probationary Period 40
33.2 Probationary Period 40
33.3 Promotional Probationary Period 41

ARTICLE XXXIV. 41

UNION MEMBERSHIP, DUE DEDUCTION, AND NEW EMPLOYEE ORIENTATION 41
34.2 Annual AFSCME Local 512 Financial Reports Required. 42
34.3 Indemnification. 43

34.4 AB119 - NEW EMPLOYEE ORIENTATION (NEO) 43

34.5 NOTICE REQUIREMENTS 44

34.6 REPORTING REQUIREMENTS 45

ARTICLE XXXV. DURATION 45
35.1 Term. 45
35.2 MOU “Meet and Confer” Obligations. 45

35.3 Notice of Termination. 45
35.4 Effective Date. 46
35.5 Continuation of MOU in Light of Federal/State Law Changes. 46

ERROR! HYPERLINK REFERENCE NOT VALID.**PREAMBLE**.....ERROR! BOOKMARK NOT DEFINED.

ERROR! HYPERLINK REFERENCE NOT VALID.**ARTICLE I. DEFINITIONS** .....ERROR! BOOKMARK NOT DEFINED.

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Return to Agenda

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Return to Agenda

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Return to Agenda

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Error! Hyperlink reference not valid.16.3 Rate of Vacation Earned. ..... Error! Bookmark not defined.

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Error! Hyperlink reference not valid.21.3 Disability Insurance Option for Upgrade. ..... Error! Bookmark not defined.

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Return to Agenda

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Return to Agenda

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Error! Hyperlink reference not valid.30.7 Non-Binding Confidential Mediation. ..... Error! Bookmark not defined.
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Error! Hyperlink reference not valid.31.2 Causes for Disciplinary Action ..... Error! Bookmark not defined.
Error! Hyperlink reference not valid.31.3 Forms of Discipline ..... Error! Bookmark not defined.
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Error! Hyperlink reference not valid.32.6 Reinstatement ..... Error! Bookmark not defined.
Error! Hyperlink reference not valid.32.7 Layoff of At-Will Employees ..... Error! Bookmark not defined.
Error! Hyperlink reference not valid.32.8 Reduction in Hours ..... Error! Bookmark not defined.

Return to Agenda

ERROR! HYPERLINK REFERENCE NOT VALID.~~ARTICLE XXXIII. PROBATIONARY PERIOD .....~~ERROR! BOOKMARK NOT DEFINED.
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Error! Hyperlink reference not valid.~~33.2..... Probationary Period .....~~**Error! Bookmark not defined.**
Error! Hyperlink reference not valid.~~33.3.....Promotional Probationary Period .....~~**Error! Bookmark not defined.**

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Error! Hyperlink reference not valid.~~34.2.....Objection to Union Membership. .....~~**Error! Bookmark not defined.**
Error! Hyperlink reference not valid.~~34.3.....Annual AFSCME Local 512 Financial Reports Required. .....~~**Error! Bookmark not defined.**
Error! Hyperlink reference not valid.~~34.4.....Deduction of Union Dues. .....~~**Error! Bookmark not defined.**
Error! Hyperlink reference not valid.~~34.5...Reimbursement for Costs of Implementing Article XXXI. .....~~**Error! Bookmark not defined.**
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ATTACHMENT A. SALARY SCHEDULE
ATTACHMENT B. RESOLUTION

The City of Pinole and representatives of AFSCME Local 512 acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the AFSCME Local 512 agree to present this Memorandum of Understanding to their membership for acceptance and approval.

PREAMBLE

WHEREAS, on April 10, 2001, the City of Pinole received a request from the American Federation of State, County, and Municipal Employees (AFSCME)-Local 512 to be recognized as the exclusive representative for employer-employee bargaining purposes of a bargaining unit comprised of Professional and Technical employees of the City; and

WHEREAS, the City Council on January 15, 2002 approved Resolution Number 103-2002 which officially recognized AFSCME Local 512 as the exclusive bargaining unit for the Professional and Technical employees; and

WHEREAS, the City and AFSCME Local 512 subsequently negotiated a Memorandum of Understanding, which ~~has been~~was developed by mutual agreement of all parties; and

WHEREAS, both the City of Pinole and AFSCME Local 512 are mutually interested in making certain modifications to this Memorandum of Understanding;

NOW THEREFORE, the following agreement represents a Memorandum of Understanding between the City of Pinole and the Professional and Technical employees represented by AFSCME Local 512 with the term of July 1, ~~2018~~ 2021 through June 30, ~~2021~~2023.

ARTICLE I. DEFINITIONS

1.1 "City" referred to herein shall be the City of Pinole.

1.2 "Union" referred to herein shall be AFSCME Local 512.

1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole in the job classifications set forth in Article 2 of this Memorandum of Understanding.

1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

ARTICLE II. RECOGNITION

2.1 Job Classifications in the Unit.

The Professional and Technical unit consists of the following job classifications:

Accountant
Accounting Specialist
Associate Civil Engineer
Associate Planner
Building Inspector
Cable Access Coordinator
Code Enforcement Officer
Environmental Analyst
Information Systems Administrator
Information Systems Specialist
Management Analyst
Public Works Maintenance Supervisor
Public Works Specialist
Recreation Coordinator
Rental Inspector
Sr. Building Inspector
Senior Project Manager
Wastewater Treatment Plant Operations Supervisor
Water Pollution Control Plant Supervisor

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit, and agrees to meet and confer with the Union in all matters relating to wages, hours and working conditions of employees in such classifications.

The City further reserves the right to exclude from the unit, those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

ARTICLE III. MANAGEMENT RIGHTS

3.1 Management Rights Defined.

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

a. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards, and commissions;

b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;

c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;

d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinets and systems;

e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;

g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;

h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;

i. The right to schedule and assign work, make reassignments and assign overtime work;

j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;

k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;

l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear and respond truthfully in good faith regarding any City investigation; and

m. The right to maintain orderly, effective and efficient operations.

ARTICLE IV. DUES DEDUCTION

4.1 Amount/Authorization.

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines.

4.2 Increases/Non-Pay Status.

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period~~ from future earnings~~.

In the case of an employee who is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

4.3 Hold Harmless.

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE V. UNION REPRESENTATIVES

5.1 Union Representatives/Stewards Defined.

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions.

5.2 Time Off for "Meet and Confer".

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3 ~~formally meeting and conferring with City representatives.~~; This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Department Manager or Supervisor, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

5.3 "Meet and Confer" Committee.

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of three (3) members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation.

5.4 Notice to Supervisors.

Union member(s) or steward(s) engaged in such activities shall first obtain approval from supervisors before leaving their assigned work areas on such business. The request shall not be unreasonably denied.

5.5 Release Time for Quarterly Meetings.

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

ARTICLE VI. SALARIES

6.1 Cost of Living and Market Adjustments.

Effective first full pay period following July 1, ~~2018~~ 2021 classifications represented by the Union shall receive a three percent (3%) wage increase.

Effective the first full pay period following July 1, ~~2019~~ 2022 classifications represented by the Union shall receive a three percent (3.0%) wage increase.

Market Equity Adjustment concurrent with COLA increase above:

Effective the first full pay period following July 1, 2021, and concurrent with the COLA above, classifications represented by the Union shall receive a three percent (3%) equity increase.

Effective the first full pay period following July 1, 2022, and concurrent with the COLA above, classifications represented by the Union shall receive a three percent (3%) equity increase.
~~Effective the first full pay period following July 1, 2020 classifications represented by the Union shall receive a 3.0% wage increase.~~

6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

~~**6.3 Reopener for Pay Plan.** The City will agree to meet and discuss a salary survey of the bargaining unit no later than January 1, 2021.~~

6.~~4~~3 Longevity

Effective the full payperiod following July 1, 2018 ~~or upon ratification by the Union and adoption by the City Council, whichever is later,~~ employees with fifteen (15) full continuous years of City services shall be given an additional 2% ~~benefit~~ pay computed on their base hourly rate of pay. This benefit shall not compound, nor be compounded by, any other additional compensation.

6.~~5~~4 Pro-rata Benefits.

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time (forty-hour

per workweek) employees or as defined by federal, state, lor local law, whichever is greater.

6.~~6~~5 Job Descriptions.

The City will maintain job descriptions for each of the represented job classifications as listed in Section 2.1.

ARTICLE VII. HOURS OF WORK AND OVERTIME

7.1 Workweek Defined.

The employee's regular workday ~~shall~~ typically consists of eight hours and the workweek shall consist of a seven consecutive day period, Monday through Sunday. The standard City work period is a calendar week which begins at 12:00 am on Monday and ends 11:59 pm on Sunday. Other schedules may be assigned consistent with Section 7.9 of this Agreement. The City reserves the right to assign new employees to other work weeks and will provide two consecutive days off. Where new workweeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

7.2 Overtime Work Schedule.

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

7.3 Overtime and Seniority.

Overtime preference, insofar as practical, shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved.

Overtime work shall also be distributed equally among qualified employees insofar as possible.

7.4 Regular Work Week-Amount of Overtime Earned.

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of forty (40) hours during a seven day work period. ~~five-day week.~~ Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 15.2 (excluding floating holidays) toward employees' overtime thresholds.

7.5 Alternative Work Week-Amount of Overtime Earned.

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than eight (8) hours a day and less than five days a week. The shift duration hours, ~~in a~~ workweek, and work period for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and the related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week.

7.6 Rate of Overtime/Compensatory Time.

Compensation for overtime hours worked shall be paid at one and one-half times the employee's ~~basic~~ base hourly ~~salary~~ rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay.

Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee and approved by the Department. At no time shall accrued compensatory time off balance exceed eighty (80) hours.

7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.

The City reserves the right to determine under the FLSA requirements whether or not a job classification is exempt or non-exempt for FLSA purposes. Prior to changing the FLSA designation of a job classification represented by AFSCME, the City agrees to discuss the proposed changes with AFSCME under "meet and confer".

7.8 Call Back and Overtime.

Employees called back to work overtime shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's basic hourly

~~salary~~ rate plus mileage reimbursement at the established IRS mileage rate. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to time and one-half overtime for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:40 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback overtime pay.
~~salary.~~

7.9 Alternative Work Schedules/Flex Time.

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all FLSA requirements.

Alternative Work Schedule:

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/80 schedule (eight, nine-hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Flex-Time Work Schedule:

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of

his/her own work schedule in accordance with a written agreement between the employee and the City.

7.10 Court Appearance on Off Duty Hours.

Any employee appearing as a witness in court during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the ~~regular~~ base hourly rate.

7.11 Meal Allotment.

During the term of the MOU agreement, the City shall reimburse each employee in the Local 512 Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of $15 for the cost of a meal.

If an employee is required to work a sixth (6th) or seventh (7th) day during any regular scheduled workweek, the City shall also reimburse said employee a total of $15 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

7.12 Rest Periods.

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

ARTICLE VIII. CAR ALLOWANCE

8.1 Car Allowance.

Effective July 1, 2005, the classification of Cable Access Coordinator shall receive a car allowance of $200.00 per month.

ARTICLE IX. STANDBY PAY

9.1 Employees Assigned.

Employee assigned to the classifications of Wastewater Treatment Plant Operations Supervisor, Public Works Maintenance Supervisor, and Environmental Analyst shall be eligible for Standby Pay. These employees are required to remain continuously available, in accordance with Article 9.2, for the time period assigned to respond to calls for service. ~~An employee assigned to Standby Pay must maintain an active home telephone number.~~

9.2 City Issued Mobile Communication Device Assignments.

City Issued Mobile Communication Device will be carried by employee(s) assigned to standby in accordance with 9.1~~the assigned employees as determined by the Aupervisor and approved by the City~~. Employees assigned to standby who use their personal mobile communication device shall receive a stipend of thirty dollars ($30) per month until such time as a City mobile communication device is assigned by the City to the employee. There will be a seventy (70) mile radius limit from the City of Pinole for persons assigned a City Issued Mobile Communication Device or persons who receive a stipend.

9.3 Standby Protocol.

The City utilizes the Supervisory Control and Data Acquisition System (SCADA) for monitoring plant operations and processes. The SCADA System is the primary method used for notification to the Wastewater Treatment Plant Operations Supervisor and Environmental Analyst employees assigned to Standby for emergencies and alarms. SCADA will call the first employees twice within a 30-minute period and in 15-minute intervals. If that employee does not respond by calling in and acknowledging the call, then SCADA will call the next employee who is required to respond and will be eligible for Standby pay.

Employees in the class Public Works Maintenance Supervisor who are required to perform services integral to their assigned job responsibilities in order to provide continuous public service and who are required to be available and respond after hours, will be eligible for standby pay.

The person not assigned to be on Standby and who responds to the call will be compensated for the Standby duty at the Standby holiday rate for that day. Employees on Standby not responding to a call will not be paid for that day (except if they had responded to another call and are unavailable).

9.4 Standby Schedule Assignments.

Schedule changes will have to be approved by the Public Works Director/City Engineer through the Public Works Manager, Wastewater Treatment Plant Manager or the Wastewater Treatment Plant Operations Supervisor at least five working days in advance of the change.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the beeper may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the ~~beeper~~cellular device. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

9.5 Rest Periods While on Standby.

An employee on Standby who is called out prior to 5:00 a.m. and who performs work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift. Such rest hours shall not be considered “hours worked” and will not be included in determining if an employee has worked overtime hours.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

9.6 Amount of Standby Pay.

The City agrees to pay the standby designee as follows:

- Weekday $~~30~~ 40 per day
- Weekend $~~40~~ 50 per day
- Holiday $~~50~~ 60 per day

ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.

10.1 Mileage Reimbursement-Portal to Portal.

Mileage reimbursement from portal to portal travel shall be paid to employees driving their personal vehicles when ~~who are~~ called back pursuant to the Internal Revenue Service (IRS) rate in effect for all City travel.

ARTICLE XI. City Issued Mobile Communication Device PAY-24/7 REQUIREMENTS

11.1 Employees Assigned.

Designated employees assigned to carry a City Issued Mobile Communication Device are required to remain continuously available for the time period assigned to respond to calls for service. ~~An employee assigned a City Issued Mobile Communication Device must maintain an active home telephone number.~~

11.2 Method of Assignment.

The Department Manager shall make assignments for City Issued Mobile Communication Devices with City Manager approval. During the term of this MOU, the following job classifications are required to carry a City Issued Mobile Communication Device:

- Cable Access Coordinator
- Water Pollution Control Plant Supervisor

If a Department Manager and/or the City determines that it is necessary to identify additional classifications other than those listed above to carry a City Issued Mobile Communication Device, the City will "meet and confer" with AFSCME Local 512 representatives prior to implementation with the exception of a temporary emergency situation.

11.3 Amount of City Issued Mobile Communication Device Pay 24/7.

During the term of this MOU, the City agrees to pay the designated job classifications a total of $250 per month for carrying a City Issued Mobile Communication Device and responding as appropriate.

11.4 Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility.

With the exception of the Cable Access Coordinator who receives a car allowance, those employees who are outlined in Section 11.2 are eligible to receive mileage reimbursement from portal to portal travel if they are called back to work. Mileage reimbursement shall be paid pursuant to the City adopted Internal Revenue Services (IRS) mileage reimbursement rate in effect for all city travel.

ARTICLE XII. ACTING IN HIGHER CLASSIFICATION

12.1 ~~Higher Classification~~Acting Pay Defined and Rate of Pay.

In the event an employee is assigned and performs the majority of the duties in a higher classification, following the fifth consecutive work day in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's ~~regular~~ base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

ARTICLE XIII. JURY DUTY LEAVE

13.1 Jury Duty Leave.

An employee whose absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.

ARTICLE XIV. SICK LEAVE

14.1 Rate of Sick Leave Earned.

For full-time employees working 40 or more hours a week, ~~S~~sick leave shall be earned and accrued at the rate of ninety-six (96) hours annually, one eight hours working day (8 hours) for each continuous full calendar month of service, or 3.69 hours per pay period in pay status. The employee must be in a paid status for the full pay period to earn accrued sick leave and accrual ~~and~~ shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time.

14.2 Sick Leave Incentive.

Employee sick leave use shall be reviewed by the City at the end of each calendar year. Employees who do not use any sick leave for six consecutive months, July 1st through December 31st, and January 1st through June 30th, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than ~~one additional~~ eight (8) hours ~~day~~ of vacation in any calendar year.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

14.3 Use of Sick Leave for Family Care.

Employees may use sick leave for illness or disability in his/her immediate family. Immediate family is defined in Article XXIX, Section 29.2. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days.

14.4 Use of Sick Leave.

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

14.5 Other Use of Sick Leave.

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

ARTICLE XV. HOLIDAYS

15.1 Authorized Legal Holidays.

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices signed by the President of the United States shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees ~~Employees~~ shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on ~~the~~ a percentage of hours regularly scheduled to work in relation to full-time.

15.2 List of Official Holidays.

Employees shall receive ~~eleven~~ twelve (~~11~~12) annual paid holidays as follows:

• January 1	New Year's Day
• Third Monday in January	Martin Luther King's Birthday
• Third Monday in February	Washington's Birthday
• Last Friday in March	~~Caesar~~ Cesar Chavez Day
• Last Monday in May	Memorial Day
• June 19	Juneteenth
• July 4	Independence Day
• First Monday in September	Labor Day
• November 11	Veteran's Day
• Fourth Thursday in November	Thanksgiving
• Fourth Friday in November	Day after Thanksgiving
• December 25	Christmas

~~Holidays shall be paid at eight (8) hours at the employee's regular base rate of pay.~~ All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday fall on a workday in which they are scheduled to work more than 8 hours, the employee may use their accrued vacation or compensatory time off to make o the difference between the 8 hours and their scheduled hours or, subject to supervisor approval, the employee may make up the time within the workweek the holiday falls.

For part-time regular employees working at least 20 hours per week, each holiday (8 hours) shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

15.3 Holidays Falling on Saturday or Sunday.

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes.

15.4 Holidays Falling on a Regularly Scheduled Day Off.

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR

- The employee shall take an alternate day off with holiday pay within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

15.5 Compensation for Hours Worked on a Holiday.

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

ARTICLE XVI. VACATION

16.1 Vacation Schedule and Seniority.

~~With approval of their supervisor~~Upon supervisorial approval, employees shall be given their preference of requested vacation time, and in the case of conflict between employees, classification seniority shall prevail.

16.2 Vacation ~~Buy~~ Sell Back.

An employee with a minimum of three (3) years of service has the option to ~~buy~~ sell back up to fifty two (52) hours of vacation per calendar year provided the employee has a minimum of 160 hours of vacation accumulated.

16.3 Rate of Vacation Earned.

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

Years of Completed Service	Hours Accrued Per Year/Pay Period	Maximum Accrual (Hrs)
0 ~~–~~through 4	96/3.69	192
5 ~~–~~through 9	144/5.54	288
10 ~~–~~through 15	160/6.15	320
16+	192/7.38	384

~~Effective January 1, 2011, o~~Once an employee reaches their maximum vacation accrual ~~maximum~~hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of service, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time. The maximum accrual cap shall be twice the pro-rated annual accrual. A full-time employee who moves to a part-time position/status, and who has a vacation balance in excess of the pro-rated maximum amount, will be afforded six (6) months to use the excess accrued vacation and will continue to accrue vacation hours, at the pro-rated rate, during the six (6) month period. The Supervisor will make every effort to grant vacation requests from an employee so situated. If the requests cannot be granted, the excess vacation balance will be cashed-out.

ARTICLE XVII. MEDICAL INSURANCE

17.1 Medical Insurance Provided.

For full-time regular employees, the City shall contribute toward the employee's health premium as follows:

~~Rates:~~	~~(*see Footnote) 2014 Kaiser~~
~~One Party Coverage:~~	~~$ 742.72~~
~~Two Party Coverage:~~	~~$1,485.44~~
~~Family Coverage:~~	~~$1,931.07~~

~~*These rates are effective 30 days following ratification by City and AFSCME 512 and notification and approval by CalPERS Health.~~

~~Effective January 1, 2019 the City's contribution toward the employee's health premium will reflect the 2018 Kaiser rate at each level of coverage.~~

~~Effective January 1, 2020 the City's contribution toward the employee's health premium will reflect the 2019 Kaiser rate at each level of coverage.~~

Effective January 1, 2021 the City's contribution toward the employee's health premium will reflect the 2020 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2022, the City's contribution toward the employee's health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2023, the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

17.2 Retiree Medical Insurance.

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Employees hired before July 1, 2010 are eligible to continue in the CalPERS Health Plan and receive a City contribution toward their retiree health premium equal to that provided to current active employees, in accordance with Government Code Section 22892.

  Employees hired before July 1, 2010 shall be offered the option to elect to participate in the vesting program as defined below (described by Government Code Section 22893) as soon after the program implementation as allowed per CalPERS regulations.

- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule).

The percentage of employer contribution toward retiree health premiums is determined annually by CalPERS and shall be based on the member's completed years of credited service (excluding any purchased service credits) at retirement as shown in the table below. Employees must have a minimum of five (5) years of service with the City of Pinole and 10 years of total CalPERS service credit to be eligible for this benefit.

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

As an example, the Employer contributions for 2010 are:

✓ $493 for single – represents 100% of the weighted average of the four (4) health benefit plans that had the largest State enrollment.

✓ $936 for 2-party – represents an additional 90% of the single rate.

✓ $1202 for family coverage – represents 90% of the additional premium required for enrollment of family members.

17.3 Medical In-Lieu.

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = $225 per month or $103.84 per pay period
- Two-party coverage = $450 per month or $207.69 per pay period
- Family coverage = $600 per month or $276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter.

Employees will be subject to provisions of the City's health plans in the event termination of in-lieu benefits and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage ~~status~~ election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

ARTICLE XVIII. DENTAL INSURANCE

18.1 Dental Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 ~~the employee~~ and the employee's eligible dependents, if desired. Selection of the carrier shall be at the discretion of the City.

The City-provided dental insurance plan provides for a maximum annual dental payout of $1,500 for each employee and for each employee's eligible dependents.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

18.2 Orthodontic Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 ~~the Employee plus~~and up to Family coverage if desired. Selection of the carrier is at the discretion of the City.

The City-provided orthodontic insurance plan provides for a lifetime maximum orthodontic payout of $1,500 for each employee and for each employee's eligible dependents.

ARTICLE XIX. VISION INSURANCE

19.1 Vision Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 for full family vision care coverage that provides for one examination, one set of lenses, and one frame per year. Selection of the carrier shall be at the discretion of the City. The City provided plan shall provide for a $20 co-payment for examination and a $20 co-payment for materials.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

ARTICLE XX. LIFE INSURANCE

20.1 Life Insurance Provided.

During the term of this MOU, the City agrees to provide term life insurance and accidental death and dismemberment insurance, for employees as defined in Section 1.3 ~~job classifications designated in the AFSCME Local 512 unit~~ in the amount of $40,000 each per year/per employee. Selection of the carrier shall be at the discretion of the City.

20.2 Life Insurance Premium Rates.

The City shall pay for all premium increases for life insurance coverage.

ARTICLE XXI. DISABILITY INSURANCE

21.1 Disability Insurance Provided.

The City agrees to provide the State Short-Term Disability Insurance program for employees as defined in Section 1.3. The costs of this program are the responsibility of the employee, paid through payroll deductions.

21.2 Disability Insurance Premium Rates.

- **Short Term Disability Rates**

  During the term of this MOU, the City shall provide, at its own expense, short term disability insurance of two-thirds of salary ($463 per week maximum benefit) with a 29-day waiting period.

- **Long Term Disability Rates**

During the term of this MOU, the City shall provide, at its own expense, long term disability insurance of two-thirds of salary up to $3,000 per month ($2,000 maximum benefit) with a 90-day waiting period.

21.3 Disability Insurance Option for Upgrade.

During the term of this MOU, employees have the option to upgrade the Long-Term Disability plan to provide two-thirds of salary up to $5,000 per month at employee expense provided that all AFSCME Local 512 members opt for this upgraded coverage with said expense taken as a payroll deduction and provided selected carrier agrees to this change.

ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE

22.1 Domestic Partnership and Coverage Defined.

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for registered domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership registration with the California Secretary of State.

22.2 Medical, Dental, Vision Premium Rates.

During the term of this MOU, the City agrees to pay health, dental and vision premiums as outlined in Articles XVII – XIX of this document. Registered domestic partners meeting the above requirements shall be considered qualified dependents for the purposes of the City's payment of these premiums.

22.3 FLEXIBLE BENEFITS PLAN.

Effective sixty (60) days following adoption by the City Council of a successor MOU, the City will establish and pay the costs for administering a flexible benefit plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM

23.1 Tuition Reimbursement Eligibility.

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three (3) or more semester units in qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of $600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

ARTICLE XXIV. INCENTIVE PAYS

24.1 Educational Degree.

~~Effective July 1, 2005, and d~~During the term of this MOU, the City will pay those employees who have earned degrees from accredited college institutions, when not required by the employee's classification, additional pay as follows:

- Associate of Art/Science Degree $ 75.00 per month or $34.61 per pay period
- Bachelor of Art/Science Degree $150.00 per month or $69.23 per pay period

An employee is only eligible to receive educational degree premium pay for one-degree classification. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010 employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

24.2 Bilingual Pay.

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 10% of their monthly base pay ~~for a period of thirty (30) calendar days commencing from the first day bilingual capabilities were utilized~~. ~~Qualified employees should notify their immediate Supervisor of each bilingual transaction in order to be compensated.~~ The City retains the discretion to determine which classifications/positions and which languages, are eligible. The benefit shall not compound, nor be compounded by, any other additional compensation.

ARTICLE XXV. RETIREMENT PLAN

25.1 Retirement Plan Defined.

The City shall contract with the California Public Employees Retirement System (CalPERS) for the purpose of allowing employees to earn retirement benefits. The City has contracted for at the 2.5% @ 55 Plan benefits for “Classic” members as defined by the PEPRA and CalPERS. Employees who constitute “New” members may earn benefits under the 2% @ 62 Plan.

25.2 Employee and Employer Contribution Rates.

Employees shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate shall be as follows:

A. Effective the full pay period that contains July 1, 2021, the employee’s total CalPERS contribution (combined Employee contribution and Employee’s share of the City’s contribution) for employees shall be eighteen percent (18%).

B. Effective the full pay period that contains July 1, 2022, the employee’s total CalPERS contribution (combined Employee contribution and the

Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

- ~~The City employer contribution shall not exceed 13.009%.~~
- ~~Any employer contribution in excess of the 13.009% cap shall be shared between the City and the employees. Shared amount shall be calculated as: Total employer contribution, minus 13.009%, multiplied by 50% (equal share of the contribution).~~

25.3 CalPERS Contract Benefits.

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For "Classic" Miscellaneous Members, the contract offers the following options:

- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave

ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE

26.1 Uniform Laundry Service.

The City shall provide a weekly laundry service to job classifications for which the City requires standardized attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost ~~for his/her~~of Uniform laundry services provided to an employee shall be reported as compensation to the employee.

26.2 Safety Shoes.

The allowance provided by the City for the purchase of safety shoes for maintenance and related job classifications for which the City requires safety shoes, shall be $200.00 per year paid the first pay period in July annually.

New employees shall be provided the safety shoe allowance above by the second full pay period after initial appointment. Thereafter, the employee shall

be eligible to receive the annual safety show allowance in July as described above, but not sooner than twelve (12) months after initial appointment.

ARTICLE XXVII. CERTIFICATION FEES

27.1 Payment for Certificate Issuance and Renewals.

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular full-time status with the City shall be paid directly or reimbursed by the City to the employee.

27.2 Payment of Department Of Transportation License Fees.

Driver's license fees shall not be included as a reimbursable cost; however, driver's license fees related to Department of Transportation requirements for a Class A or B license and the related medical examination shall be paid by the City.

27.3 Payment of Above-Grade Certification for Wastewater Employees.

The City will pay those employees who work at the City's Wastewater Treatment Plant and who obtain a higher-grade certificate than what is required in their assigned job classification $75 a month ($34.62 per pay period). The City shall also reimburse an employee the fee for the above grade certificate cost once obtained. The City shall compensate employee for only one certificate.

ARTICLE XXIX. BEREAVEMENT LEAVE

29.1 Paid Bereavement Leave ~~Defined.~~

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a bereavement leave of absence with full pay not to exceed five (5) workdays per incident. ~~Bereavement leave to commence no later than fifteen (15) calendar days after notification and if non-consecutive, to conclude no later than sixty (60) calendar days from notification.~~ However, when it is reasonable and necessary, good cause is shown, and upon approval of the Department Head, ~~an employee may use vacation or compensatory leave for~~ three (3) additional days may be granted for such leave. All bereavement leave must be taken within one year of said incident. Certification of loss may be required in certain circumstances. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Department Head prior to the time set to begin his/her next shift.

29.2 Immediate Family Defined.

Immediate family shall include the father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or registered domestic partner, child or stepchild of the eligible employee.

ARTICLE XXX. GRIEVANCE PROCEDURE

30.1 Grievance Defined.

A grievance is an unresolved complaint or dispute regarding the application or interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

30.2 Reflection for Use of Procedure.

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

30.3 Grievance Procedure Defined.

This grievance procedure is established to accomplish the following objectives:

a. To settle the disagreement at the employee-supervisor level, if possible.

b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.

c. To resolve the grievance as quickly as possible.

d. To correct, if possible, the cause of the grievance to prevent future similar complaints.

e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.

f. To promote harmonious relations among employees, their supervisors, and the departmental staff.

g. To ensure fair and equitable treatment of all employees.

30.4 Grievance Process.

The conduct of Grievance Process shall be as follows:

a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, ~~an attorney~~ or may represent him or herself in preparing and presenting his/her grievance at any level of review.

b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.

c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.

e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.

f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

30.5 Grievance Procedure.

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies

to his or her Department Manager and the Human Resources Director or his or her designee within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his or her Department Manager to the City Manager in writing within ten (10) calendar days of the receipt of the Department Manager's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, or a State Mediator, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

30.6 Employee Appeals Board.

If the aggrieved employee selects to submit the grievance to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

30.7 Non-Binding Confidential Mediation.

If the aggrieved employee selects to submit the grievance to the non-binding confidential mediation instead of the Employee Appeals Board, the City Manager

or designee and the employee or employee's representative within ten (10) days shall mutually select a mediator, or if agreement on a mediator cannot be reached, the parties may request that a mediator be assigned by the California State Mediation and Conciliation Service.

The fees and expenses of mediation shall be shared equally by the City and the Union. In the event the employee is not represented by the Union, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party, if any.

The Mediator shall then determine the facts of the grievance and submit a report of his/her findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

30.8 Employee Appeals Board or Mediator Recommendation to City Manager.

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board or Mediator, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board or Mediation procedure was utilized, after receipt of the Employee Appeals Board/Mediator's report. The decision of the City Manager shall be final and not subject to appeal or review by the City Council.

ARTICLE XXXI. DISCIPLINARY ACTION

31.1 Disciplinary Action

Disciplinary action proposed and/or imposed against an employee whose position is represented under a collective bargaining agreement shall be governed by the process(es) as defined within that employee's collective bargaining agreement. The City Manager is authorized to develop a disciplinary action process for employees not represented by a collective bargaining agreement; however, such a process shall not waive the at-will employment status of said unrepresented employees.

31.2 Causes for Disciplinary Action

Disciplinary action may be taken for any just cause. Cause for disciplinary action shall include, but shall not be limited to, any of the following:

1. Fraud of any kind; or misstatement or untruths or omissions of any material fact in the application process or in securing appointment or promotion; or falsification or untruths concerning records, fellow employees, or work performed.

2. Incompetence, inefficiency or carelessness in the performance of required duties; Less than satisfactory performance.

3. Neglect of or inattention to job duties, including the conduct of personal affairs during working hours.

4. Insubordination - willful disobedience, or failure to obey any proper direction made and given by a superior officer or supervisor.

5. Misconduct - willful or wanton disregard of the interests of the City, or deliberate violation or disregard of behavioral norms/expectations

6. Conduct unbecoming an employee of the City.

7. Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.

8. Discourteous or non-cooperative treatment of the public, City elected officials, employees, or volunteers; Offensive or obscene language in public, or towards the public, City elected officials, or employees.

9. Dishonesty or immorality on the job.

10. Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.

11. Reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants; Failure to notify a supervisor, in writing, when the employee is taking prescription medication that can impair judgment or performance.

12. Failure to report to work as scheduled or failure to notify supervisor, in accordance with department standards, of one's inability to report to work; Abuse of sick leave privileges.

13. Failure to immediately report a vehicle accident.

14. Intimidation or interference with the rights of any employee; Fighting, assault and/or battery on the public, City elected officials, employees or volunteers.

15. Failure to maintain the necessary license or certification required by the class specification.

16. Sleeping on the job.

17. Conviction of a crime, the nature of which has a direct bearing on continued employment.

18. Unauthorized leave of absence; failure to report to work after an authorized leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.

19. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use any property of the City, or loaning, selling or giving away such property without legal authorization.

20. Theft or sabotage of City property or funds.

21. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.

22. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.

23. Taking for personal use, from any person, a fee, gift or other valuable thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.

24. Violation of or failure to abide by any condition of employment stipulated in the Municipal Code, Personnel Rules, any City Policies and Procedures, collective bargaining agreement (if any), administrative memorandum, or lawful official regulation or order of the City.

25. Failure to cooperate in an official inquiry or investigation into an alleged violation of this MOU or the Personnel Rules.

26. Working overtime without supervisory authorization.

27. Engaging in outside employment without supervisory authorization.

28. Bringing a gun or any other dangerous weapon onto City property.

31.3 Forms of Discipline

A. Written Reprimand
B. Suspension
C. Reduction in Step
D. Involuntary Demotion (Note: Termination of an incentive pay or assignment pay is not considered demotion.)
E. Termination

31.4 Authority of Disciplinary Action

The Department Head has authority to take disciplinary action. The immediate supervisor has the authority to issue a written reprimand. The Human Resources Director shall be notified of any proposed or pending disciplinary action, beyond a written reprimand. The decision of the City Manager or designee shall be final and not subject to review by or appeal to the City Council.

31.5 Procedures for Written Reprimand

Employees may request a review by the Department Head regarding a written reprimand by submitting a written request within ten (10) days from the date of the written reprimand. The Department Head shall review the employee's submission, may meet with the employee within ten (10) days of the filing of the request and shall issue written findings within ten (10) days of the review/meeting. The employee shall be entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. Written reprimands are not subject to the discipline procedures set forth in the below Sections regarding Notice of Intended Discipline, Notice of Discipline, Post-Disciplinary Appeal, or the Grievance Procedure.

In the event the written reprimand was issued by the Department Head, the employee may request a review by the Human Resources Director, per the procedure outlined above.

31.6 Notice of Intended Discipline

A. Prior to receiving any suspension, reduction in step, involuntary demotion or termination, the employee shall receive written notice of the proposed disciplinary action containing the following:

1. The proposed disciplinary action;
2. The grounds on which the proposed discipline is based;
3. A summary of the reasons for the proposed action;
4. The documents, or access to the documents, upon which the proposed action is based;
5. Notice to the employee of the right to respond to charges orally and/or in writing within seven (7) days from the service of the notice.

B. An employee who desires to respond orally may do so by appearing at the time and place agreed upon by the employee and the Department Head. The employee is entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. If the employee demonstrates good cause why he/she cannot respond within seven (7) days, the City may grant a continuance.

31.7 Notice of Discipline

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a written notice of disciplinary action. This notice shall be served on the employee (with a copy to the Union representative, if involved) and filed with the Human Resources Department no later than seven (7) days after the date of such action. The notice shall include:

1. A statement of the disciplinary action;
2. The effective date of the action;
3. The grounds on which the discipline is based;
4. A summary of the reasons for the proposed action;
5. The documents, or access to the documents, upon which the proposed action is based;
6. A statement addressing the responses to the charges by the employee or designated representative, if any;
7. Notice to the employee of the right to appeal.

31.8 Post-Disciplinary Appeal

The following post-disciplinary appeal procedures to suspensions, reductions in step, demotions and terminations:

1. Within seven (7) days of the receipt of written notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to the City Manager by filing a written request with the City Manager and providing a copy of the request to the Human Resources Director. Failure by the employee or the employee's representative to initiate the appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline.

2. The City Manager or designee and the employee or employee's representative shall select a hearing officer who shall conduct an administrative hearing within sixty (60) days. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service. The method of selection from said list shall consist of the following process:

   After a toss of coin to decide which party shall move first, the City Manager or designee and the employee or employee's representative shall alternatively strike one name from the list until one name remains and such person shall act as the hearing officer. The next to the last name stricken shall be the alternate hearing officer to serve in the event the first hearing officer is not available. The procedure shall be followed until there is an available arbitrator.

3. The fees and expenses of the hearing officer and court reporter (if any) shall be shared equally by the City and the Recognized Employee Organization. In the event the employee is not represented by a Recognized Employee Organization, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party. Parties shall bear their own cost of any requested hearing transcript.

4. The hearing officer shall make a recommendation to the City Manager to sustain, modify or reverse the disciplinary action. A copy of the recommendation shall be given to the employee. The City Manager will then issue a final written decision within fifteen (15) days of receiving the recommendation, and may, but is not required to, accept the hearing officer's recommendation.

In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this section, the hearing officer shall make a recommendation to the City Attorney. The City Attorney's decision shall be final and not subject to review by or appeal to the City Council.

31.9 Waiver of Steps or Time Limits

Any time limit or stage of the Discipline Procedure may be waived if all involved parties consent in writing.

ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS

32.1 Layoff Policy

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to abolish any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

32.2 Notification

An employee being laid off shall be given at least thirty (30) days prior written notice.

At the time affected employees are noticed of the layoff, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the layoff. Any questions or concerns regarding the order of layoff will be discussed during the impact meeting(s).

32.3 Order of Layoff

In each class, employees shall be laid off according to employment status in the following order: temporary, provisional, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

32.4 Vacancy, Demotion, Retreat, and Seniority

When the City has determined that a regular employee~~s~~ ~~are~~is to be laid off, the City Manager shall first demote ~~a~~ the regular employee (based upon seniority within the class at the City of Pinole) to a regular position vacancy, if any, in a lower class which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

32.5 Reinstatement List

The names of all regular and probationary employees laid off, or demoted in lieu of layoff, shall be placed on a reinstatement list for the classification from which they were removed.

Reinstatement list(s) shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure by a laid off employee to promptly respond to and accept a reinstatement offer in writing within ten (10) days of the date the offer is mailed to his/her last known address shall result in removal of his/her name from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

32.6 Reinstatement

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.

2. Seniority at the time of layoff for vacation accrual, ~~future reduction in force~~years of service, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

32.7 Layoff of At-Will Employees

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a ~~displaced~~ terminated at-will employee to displace an employee in a lower class or require the City Manager to place the ~~displaced~~ terminated at-will employee on a reinstatement list.

32.8 Reduction in Hours

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to reduce the funding for any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position will have their working hours reduced accordingly, without disciplinary action and without the right of appeal.

In the event that funding for a regular status position is reduced the impacted employee shall be given at least fourteen (14) days prior written notice.

At the time affected employees are noticed of the reduction in hours, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the reduction in hours.

Employees will have their salary, benefits and leave accruals reduced in proportion to their percentage of full-time status, and in accordance with the applicable MOU. In the event that funding for a position that has had

the hours reduced is returned to the previous level, employees shall not be entitled to any additional compensation, benefits, or seniority for the period during which their hours were reduced. Seniority during the time of reduced hours shall be retained for future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

ARTICLE XXXIII. PROBATIONARY PERIOD

33.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

33.2 Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

By mutual written agreement of the Department Head and the employee, the initial probationary period may exceed twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager

additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

33.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

ARTICLE XXXIV.
Union Membership, Due Deduction, and New Employee Orientation
~~AGENCY SHOP~~

34.1 Union Membership

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

~~34.1 Agency Shop Agreement and Process.~~

~~The City will enter into an Agency Shop Agreement with AFSCME Local 512. All employees must either join the Union, pay a service fee to the Union, or execute a written declaration stating that the employee 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. To that end, all employees must sign a form authorizing payroll~~

~~deduction of Union dues or a service fee, or a charitable contribution equal to the service fee.~~

~~Any employee hired by the City subject to this MOU on or after the date of implementation of this Article XXXI shall be provided with an authorization form listed above. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City of Pinole Personnel Department.~~

~~If the form is not completed properly and returned within five (5) working days, the City shall commence and continue a payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Union dues, service fee deductions or a charitable contribution for such employees shall be the beginning of the first pay period of employment.~~

~~The employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or service fee check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.~~

~~34.2 Objection to Union Membership.~~

~~Any employee of the City, subject to this MOU, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Board, shall, upon presentation of verification of active membership in such religion, body, or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Copies of declarations of or applications for religious exemptions and any supporting documentation must be submitted to the Union within fifteen (15) days of receipt by the City.~~

~~The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article, charitable deduction means a contribution to one of the following (non-secular/non-profit) charitable organizations: United Way, American Cancer Society or American Red Cross.~~

34.~~3~~2 Annual AFSCME Local 512 Financial Reports Required.

AFSCME Local 512 shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.
~~AFSCME Local 512 shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article, at the offices of the Union. Failure to file such a report within one hundred (100) days of within the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.~~

~~34.4 Deduction of Union Dues.~~

~~The City shall deduct Union dues or service fees and premiums for approved insurance programs from employees' pay in conformance with State and Local regulations. The City shall promptly pay to the designated payee all sums to be deducted. The City shall also provide a quarterly list to the Union of all persons making charitable deductions pursuant to the religious exemptions granted herein.~~

~~34.5 Reimbursement for Costs of Implementing Article XXXI.~~

~~The Union shall reimburse the City for actual, reasonable and necessary costs of reprogramming in order to implement this Article.~~

34.~~6~~3 Indemnification.

AFSCME Local 512 shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.
~~AFSCME Local 512 shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons~~.

34.4 AB119 - New Employee Orientation (NEO)

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME

Council 57/ Local 512) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

34.5 Notice Requirements

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 / Local 512 will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending

the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME Local 512) bargaining unit, that the employee's position is represented by AFSCME Local 512. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

34.6 Reporting Requirements

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide AFSCME Local 512 with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

ARTICLE XXXV. DURATION

35.1 Term.

This MOU shall be in full force and effect from July 1, ~~2018~~ 2021 to and through June 30, ~~2021~~2023.

35.2 MOU "Meet and Confer" Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of section ~~26.3~~30.3. ~~Otherwise, nothing~~Nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

35.3 Notice of Termination.

This MOU shall continue in force and effect hereafter from year to year unless either party gives one hundred and twenty (120) days written notice prior to the

expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

35.4 Effective Date.

All provisions contained in this MOU are effective July 1, ~~2018~~2021, unless specifically stated otherwise.

35.5 Continuation of MOU in Light of Federal/State Law Changes.

In the event any portion of this Agreement is declared null and void under Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ~~insure~~ ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

CITY OF PINOLE

~~Michelle Fitzer~~Andrew Murray, City Manager	Date

AFSCME Local 512

~~Alice Johnson~~Roxane Stone, Negotiator	Date
Kim Odom, Negotiator	Date
~~Amelia Timbers, Negotiator~~	~~Date~~
~~Larry Hendel~~Kym Anderson, Business Agent	Date

Return to Agenda

CITY COUNCIL REPORT

8F

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND PUBLIC EMPLOYEES' UNION (PEU) LOCAL ONE FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2023

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City and Public Employees Union (PEU) Local 1 ("Local 1") for the period of July 1, 2021 – June 30, 2023.

BACKGROUND

The current MOU between the City and Local 1 expired on June 30, 2021. Prior to the commencement of this round of negotiations, the city undertook a thorough review of the current MOUs. The City's labor relations consultant, IEDA, has reviewed the MOUs for potential clean up and clarifying matters, as have frontline HR and payroll staff, an outside consulting firm (RGS), all department heads, and the City Attorney's office.

Following the review process, and in accordance with the provisions of the Meyers-Milias-Brown Act to meet and confer in good faith in an effort to reach a successor MOU, the city presented LOCAL 1 with a total of 59 proposals. The proposals addressed changes to economic provisions, changes to non-economic provisions, changes to assure compliance with evolving legal requirements, and changes to clarify a benefit and/or a process. Additionally, the city entered into an agreement with Koff & Associates to perform a total compensation study for all staff. Likewise, the city also received a total of 20 proposals from Local 1. In several instance, the City's and Local 1's proposals pertained to the same Article of the MOU.

Due to a comprehensive review of the MOU along with the completion of the total compensation study, negotiations were delay by close to four (4) months.

REVIEW AND ANALYSIS

The City's negotiating team first met with Local 1 on February 24, 2021, to commence negotiations for a successor MOU. Throughout the negotiations process, the City and Local 1 exchanged proposals.

The City and Local 1 have met fifteen (15) times, with the exchange of counter proposals occurring in early July, due to the delays mentioned above. After meeting and conferring, including the exchanging of counter proposals, for approximately two (2) months, the City and Local 1 have reached a Total Tentative Agreement on August 25, 2021. Local 1 members met on September 9, 2021 and ratified the total tentative agreement.

The successor agreement (attachment C) is for a two (2) year period. Outlined below are the significant economic changes to the existing MOU for the period of July 1, 2021 – June 30, 2023. A redline version of the MOU which reflects all the agreed upon changes is included as Attachment B.

Cost of Living Allowance

- A Cost-of-Living Adjustment (COLA) of 3% effective the first full pay period following July 1, 2021.
- A COLA of 3% effective the first full pay period following July 1, 2022.

Equity Adjustment

Based on the results of the total compensation benchmarking study, and the City's desire to attract and retain quality employees, the City and Local 1 agreed to an equity adjustment to the employees base hourly rate.

- An equity adjustment of 3% effective the first full pay period following July 1, 2021, and
- An equity adjustment of 3% effective the first full pay period following July 1, 2022.

Medical

- Effective January 2022, the City's contribution toward the employee's health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.
- Effective January 1, 2023, the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

Holiday

In June, the President approved June 19th (Juneteenth) as a Federal Holiday. According to the Local 1 MOU, any days proclaimed by the President as holiday is deemed a paid holiday for the employees. As such, the City and Local 1 agreed to include Juneteenth as a paid holiday. This change increases the number of paid holidays from eleven to twelve holidays per year.

Retirement

Over the years, the City's total annual contribution to CalPERS, on behalf of current and retired employees, has increased due to a number of factors. Because the current employees cost sharing agreement is tied to the city total annual contribution percentage, which addresses city costs for current employees and retirees, employees' share of the city's cost has increased on an annual basis. In FY 2021/22, the employees cost sharing percentage is 19.865% of their base hourly rate, which is higher than other agencies in the County. (CalPERS considers 8% to be the expected employee contribution.)

The change to the retirement section of the MOU eliminates utilization of a cost sharing formula to determine the employees cost sharing percentage and establishes an annual fixed percentage.

- Effective the pay period which includes July 1, 2021, the employees agreed to continue to pay the statutory employee's contribution of eight percent (8%) plus 10% of the employers' contribution for a total of 18%.
- Effective the pay period which includes July 1, 2022, the employees agreed to continue to pay the statutory employee's contribution of eight percent (8%) plus 7% of the employers' contribution for a total of 15%.

In total, the City and Local 1 agreed to sixty-one (61) amendments to the MOU, which are both non-economic and economic in nature. A redline version of the MOU between the City and Local 1 is attached (attachment B) for your review.

The city continues to appreciate the willingness of our employees to settle negotiations in a cooperative spirit and are pleased to be able to provide an increase in the employee's base salaries and total compensation. This agreement represents an amenable compromise between the city and our employees.

FISCAL IMPACT

The total cost of the provisions for this bargaining unit under a two-year agreement is estimated at $379,818.

The FY 2021-22 cost is approximately $166,110, which represents a 3% COLA of all Local 1 members, totaling $67,188; the remaining $98,922 will be reflected as a budget amendment in the first quarter of the fiscal year and represents the cost of a 3% equity adjustment, the decrease in the employees shared retirement contribution, and the addition of a paid holiday.

FY 2022-23 the cost is approximately $213,708, which includes a 3% COLA, a 3% equity adjustment, a further decrease in the employees shared retirement contribution, and the addition of a paid holiday.

The total costs are spread over various City funds, depending on each employee's staffing allocation.

ATTACHMENTS

Attachment A	Resolution
Exhibit A	Memorandum of Understanding between the City of Pinole and Public Employees Union Local 1 for the period of July 1, 2021 – June 30, 2023
Attachment B	REDLINE version of the MOU between the City and Local 1

Return to Agenda

ATTACHMENT A

RESOLUTION 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND PUBLIC EMPLOYEES UNION LOCAL 1 FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2023

WHEREAS, the Memorandum of Understanding between the City of Pinole and Local 1 expired on June 30, 2021; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of Local 1 to negotiate a successor agreement; and

WHEREAS, representatives of the City and Local 1 reached a Total Tentative Agreement for a successor Memorandum of Understanding on August 25, 2021, and

WHEREAS, the City agreed to retroactivity of the economic changes to the MOU effective July 1, 2021; and

WHEREAS, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2021 – June 30, 2023, was ratified by the membership of Local 1 at a meeting held on September 9, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and Public Employees Union Local 1 for the period of July 1, 2021 – June 30, 2023, as provided in Exhibit A, herein incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on September 21, 2021 the by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 21st day of September, 2021.

_____
Heather Iopu, CMC
City Clerk

Return to Agenda

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

LOCAL 1

Between the City of Pinole and the Public Employees Union -- Local One

JULY 1, 2021 TO JUNE 30, 2023

EXHIBIT A

PUBLIC EMPLOYEES UNION – LOCAL ONE
MEMORANDUM OF UNDERSTANDING

Table of Contents

PREAMBLE 1

ARTICLE I. DEFINITIONS 1

ARTICLE II. RECOGNITION 2
2.1 Unit Composition. 2

ARTICLE III. DUES DEDUCTION 2
3.1 Payroll Deduction of Union Dues. 2
3.2 Notification of Union Dues Increase. 3
3.3 Hold Harmless and Indemnification Clause. 3

ARTICLE IV. MAINTENANCE OF MEMBERSHIP 3
4.1 Revocation of Union Membership. 3

ARTICLE V. UNION REPRESENTATIVES 3
5.1 Union Representatives/Stewards Defined. 3
5.2 Time Off for "Meet and Confer". 4
5.3 "Meet and Confer" Committee. 4
5.4 Notice to Supervisors. 4
5.5 Release Time for Quarterly Meetings. 4

ARTICLE VI. SALARIES 4
6.1 Cost of Living and Market Adjustments. 4
6.2 Pay Plan. 5
6.3 Longevity. 5
6.4 Pro-rata Benefits. 5

ARTICLE VII. HOURS OF WORK AND OVERTIME 5
7.1 Work Week Defined. 5
7.2 Overtime Work Schedule. 5
7.3 Overtime and Seniority. 6
7.4 Regular Work Week-Amount of Overtime Earned. 6
7.5 Alternative Work Week-Amount of Overtime Earned. 6
7.6 Rate of Overtime/Compensatory Time. 6
7.7 Call Back and Overtime. 6
7.8 Alternative Work Schedules/Flex Time. 7
7.9 Court Appearance on Off-Duty Hours by Community Services Officers. 7
7.10 Meal Allotment. 8
7.11 Rest Periods. 8

ARTICLE VIII. STANDBY PAY 8
8.1 Employees Assigned. 8
8.2 Method of Assignment. 8
8.3 Cell Phone Assignments. 8
8.4 Standby Protocol. 9
8.5 Standby Schedule Assignments. 9

8.6 Standby Exceptions. 9
8.7 Rest Periods While on Standby. 9
8.8 Amount of Standby Pay. 10
8.9 Mileage Reimbursement While on Standby. 10

ARTICLE IV. ACTING IN HIGHER CLASSIFICATION 10
9.1 Pay Defined and Rate of Pay. 10

ARTICLE X. SICK LEAVE 10
10.1 Rate of Sick Leave Earned. 10
10.2 Sick Leave Incentive. 11
10.3 Use of Sick Leave for Family Care. 11
10.4 Use of Sick Leave. 11
10.5 Other Use of Sick Leave. 11

ARTICLE XI. HOLIDAYS 11
11.1 Authorized Legal Holidays. 11
11.2 List of Official Holidays. 12
11.3 Holidays Falling on Saturday or Sunday. 12
11.4 Holidays Falling on a Regularly Scheduled Day Off. 13
11.5 Compensation for Hours Worked on a Holiday. 13

ARTICLE XII. VACATION 13
12.1 Vacation Schedule and Seniority. 13
12.2 Vacation Sell Back. 13
12.3 Rate of Vacation Earned. 13

ARTICLE XIII. MEDICAL INSURANCE 14
13.1 Medical Insurance Provided. 14
13.2 Retiree Medical Insurance. 14
13.3 Medical In-Lieu Payments. 17

ARTICLE XIV. DENTAL INSURANCE 17
14.1 Dental Insurance Provided. 17
14.2 Orthodontic Insurance Provided. 17

ARTICLE XV. VISION INSURANCE 18
15.1 Vision Insurance Provided. 18

ARTICLE XVI. LIFE INSURANCE 18
16.1 Life Insurance Provided. 18
16.2 Life Insurance Premium Rates. 18

ARTICLE XVII. DISABILITY INSURANCE 18
17.1 Disability Insurance Provided. 18
17.2 Long Term Disability Insurance. 18
17.3 Disability Insurance Option for Upgrade. 19

ARTICLE XVIII. DOMESTIC PARTNERSHIP AND COVERAGE DEFINED 19
18.1 Domestic Partnership and Coverage Defined. 19

ARTICLE XIX. TUITION REIMBURSEMENT PROGRAM 19
19.1 Eligibility for Participation in the Tuition Reimbursement Program. 19

ARTICLE XX. PREMIUM PAY 19
20.1 Pesticide Applicators License. 19
20.2 Agricultural Pest Control License. 20
20.3 Wastewater Treatment Plant Operators Grade License. 20
20.4 International Certified Building Official Certificate. 20
20.5 ASE Refrigerant Recovery and Recycling Review Certificate. 20
20.6 Educational Degrees. 21
20.7 Bilingual Pay. 21

ARTICLE XXI. RETIREMENT 21
21.1 CalPERS Retirement Plan. 21
21.2 Employee and Employer Contribution Rates. 22

ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE 22
22.1 Uniform Laundry Service. 22
22.2 Safety Shoes. 22
22.3 Community Services Officer and Police Property Specialist Uniform Allowance. 22
22.4 Community Services Officer and Police Property Specialist Safety Equipment. 23
22.4.2 Types of Safety Equipment Required-Sworn 23
22.4.3 Safety and Repair of Safety Equipment 23
22.4.4 Amount of Safety Equipment Allowance 23
22.5 Withholding Payment of Clothing Allowance. 23

ARTICLE XXIII. CERTIFICATION FEES 24
23.1 Payment for Certificate Issuance and Renewals. 24
23.2 Payment of Department of Transportation License Fees. 24

ARTICLE XXV. BEREAVEMENT LEAVE 24
25.1 Paid Bereavement Leave. 24
25.2 Definition of Immediate Family. 24

ARTICLE XXVI. GRIEVANCE PROCEDURE 25
26.1 Grievance Defined. 25
26.2 Reflection for Use of Procedure. 25
26.3 Grievance Procedure Defined. 25
26.4 Grievance Process. 25
26.5 Grievance Procedure. 26

ARTICLE XXVII. PROBATIONARY PERIOD 28
27.1 Objective of the Probationary Period 28
27.2 Probationary Period 28
27.3 Promotional Probationary Period 28

ARTICLE XXVIII. Union Membership, Due Deduction, and New Employee Orientation 29
28.2 Annual AFSCME/Local One Financial Reports Required. 29
28.3 Indemnification. 29

ARTICLE XXIX. MANAGEMENT RIGHTS 31

ARTICLE XXX. DURATION 32
30.1 Term. 32
30.2 MOU "Meet and Confer" Obligations. 32
30.3 Notice of Termination. 33
30.4 Effective Date. 33
30.5 Continuation of MOU in Light of Federal/State Law Changes. 33

SALARY SCHEDULE (Attachment A)

RESOLUTION (Attachment B)

EMAIL ATTACHMENT – SECTION 2.1 (Attachment C)

EXHIBIT A

The City of Pinole and representatives of Public Employees Union Local One acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the Public Employees Union Local One agree to present this Memorandum of Understanding to their membership for acceptance and approval.

PREAMBLE

WHEREAS, the City of Pinole on July 6, 1971, entered into a Memorandum of Understanding, with the United Employees, Local 796; and

WHEREAS, said Memorandum of Understanding, contained provisions for its continuance on a year-to-year basis conditioned on either party giving notification of termination or modification; and

WHEREAS, the employees formerly represented under this agreement by United Employees, Local 790 have formally decertified said representative and have certified Public Employees Union Local One as their representative in labor negotiations as of July 1, 1995, and

WHEREAS, the Union has indicated to the City, and the City has indicated to the Union, its desire to make certain modifications to this Memorandum of Understanding

THEREFORE, the following agreement represents a Memorandum of Understanding between the City of Pinole and AFSCME/Public Employees Union Local One for the term of July 1, 2021 through June 30, 2023 with the same terms and conditions of the previous Memorandum of Understanding and subsequent amendments between the City and the Union.

ARTICLE I. DEFINITIONS

1.1 "City" referred to herein shall be the City of Pinole.

1.2 "Union" referred to herein shall be the AFSCME Council 57/Public Employees Union Local One.

1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole as illustrated in Article 2 of this Memorandum of Understanding. A regular full-time employee is any employee regularly scheduled to work forty (40) hours per work week. A regular part-time employee

is any employee regularly scheduled to work less than forty (40) hours per work week.

1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

ARTICLE II. RECOGNITION

2.1 Unit Composition.

The City hereby recognizes the Union as the majority representative of the following job classifications:

Accounting Technician
Administrative Assistant
Cable Access Technician
Community Services Officer
Cook
Environmental Assistant
Permit Technician
Police Property Specialist
Police Records Specialist
Public Works Maintenance Worker
Public Works Senior Maintenance Worker
Wastewater Treatment Plant Senior Operator
Wastewater Treatment Plant Operator
Wastewater Treatment Plant Senior Maintenance Mechanic
Wastewater Treatment Plant Maintenance Mechanic
Wastewater Treatment Plant Operator in Training

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit and agrees to meet and confer with the Union in all matters relating, to wages, hours and working conditions of employees in such classifications. The City further reserves the right to exclude from membership those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

ARTICLE III. DUES DEDUCTION

3.1 Payroll Deduction of Union Dues.

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines. The payroll deductions shall be spelled out in Article 28.

3.2 Notification of Union Dues Increase.

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

3.3 Hold Harmless and Indemnification Clause.

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE IV. MAINTENANCE OF MEMBERSHIP

4.1 Revocation of Union Membership.

The City agrees to revocation of Union membership provision as follows:

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deduction except:

a. During a period no less than 60, nor more than 90 days, preceding the expiration date of this agreement;

b. In the event of the employee's separation from regular City service, or in the event the employee is appointed to a permanent position in a classification not covered by this agreement, revocation may take place at the time of such status change; or

c. In the event of a leave of absence without pay or a disability, dues deduction shall be suspended until such time as the employee returns to his covered classification.

ARTICLE V. UNION REPRESENTATIVES

5.1 Union Representatives/Stewards Defined.

The Union may designate at least one employee in each division within a department as its steward for the purpose of assisting other union members in the resolution of disputes concerning wages, hours and working conditions.

5.2 Time Off for "Meet and Confer".

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3; provided however, that said time is scheduled so as not to interfere unduly with the workload and job requirements, as determined by the Department Manager or Supervisor; provided further that such time afforded under this provision shall be devoted only to matters within the scope of representation.

5.3 "Meet and Confer" Committee.

The Union may also designate a committee including a representative from each area or department to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of four members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation. The Union will make a good faith effort to minimize the impact on the operations of any one Department.

5.4 Notice to Supervisors.

Union stewards engaged in such activities shall first obtain approval from their Supervisor before leaving their assigned work areas on such business.

5.5 Release Time for Quarterly Meetings.

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

ARTICLE VI. SALARIES

6.1 Cost of Living and Market Adjustments.

Effective first full pay period following July 1, 2021, classifications represented by the Union shall receive a three percent (3%) general wage increase.

Effective the first full pay period following July 1, 2022, classifications represented by the Union shall receive a three percent (3.0%) general wage increase.

Market Equity Adjustment

Effective first full pay period following July 1, 2021, or if a Total Tentative Agreement is reached on or after September 1, 2021, the first full pay period following ratification by the Union and approval by the City, classifications represented by the Union shall receive a three percent (3%) market equity increase adjustment.

Effective the first full pay period following July 1, 2022, classifications represented by the Union shall receive a three percent (3.0%) market equity increase adjustment.

6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

6.3 Longevity.

Effective July 1, 2021, employees with fifteen (15) full continuous years of City service shall be given an additional 2% pay computed on their normal straight time rate of pay.

6.4 Pro-rata Benefits.

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time or as defined by federal, state, or local law, whichever is greater.

ARTICLE VII. HOURS OF WORK AND OVERTIME

7.1 Work Week Defined.

The employee's regular workday shall consist of eight hours and the workweek typically consists of a seven consecutive day period, Monday through Sunday. Other schedules may be assigned consistent with Section 7.8 of this Agreement. The City reserves the right to assign new employees to other works weeks and will provide two consecutive days off. Where new work weeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

7.2 Overtime Work Schedule.

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

7.3 Overtime and Seniority.

Overtime preference, insofar as practical shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

7.4 Regular Work Week-Amount of Overtime Earned.

For most employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of (40) hours during a seven-day work period. The standard City work period is a Calendar week which begins at 12:00 am on Monday and ends 11:59 pm on Sunday. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holiday) toward employees' overtime thresholds. Employees on an alternative work schedule become eligible for overtime when the actual hours worked exceed forty (40) hours during their work week.

7.5 Alternative Work Week-Amount of Overtime Earned.

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than 8 hours a day and less than five days a week. The shift duration hours, work week, and work period for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and related FLSA rules. In these instances, at no time is the workweek defined as being more than 40 hours in a week. Therefore, employees on an alternative work schedule will earn overtime only when he/she works more hours in a day than their regular work schedule as approved by the City Manager.

7.6 Rate of Overtime/Compensatory Time.

Compensation for overtime hours worked shall be paid at one and one-half times the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee.

At no time shall accrued compensatory time off balance exceed eighty (80) hours with payback to be at the accrued rate. Compensatory time off is paid at the employee's FLSA overtime rate.

7.7 Call Back and Overtime.

Employees called back to work overtime shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's base hourly rate plus mileage reimbursement at the established IRS mileage rate. At the discretion of their

Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to time and one-half overtime for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback overtime pay.

7.8 Alternative Work Schedules/Flex Time.

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for, and may request, alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all Fair Labor Standards Act requirements.

Alternative Work Schedule:

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Flex-Time Work Schedule:

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

7.9 Court Appearance on Off-Duty Hours by Community Services Officers.

Any Community Services Officer appearing as a witness during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate. Any Community Services

Officer so appearing shall be paid at a rate for actual time required, with a minimum of three (3) hours of compensation.

7.10 Meal Allotment.

During the term of the MOU agreement, the City shall reimburse each employee in the Local One Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of $10 for the cost of a meal.

If an employee is required to work a sixth (6th) or seventh (7th) day during any regular scheduled workweek, the City shall also reimburse said employee a total of $10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

7.11 Rest Periods.

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) paid fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

ARTICLE VIII. STANDBY PAY

8.1 Employees Assigned.

Designated employees assigned to Standby are required to remain continuously available via the City assigned cellular telephone for the time period assigned to respond to calls for service.

8.2 Method of Assignment.

Assignment for standby shall be made on an equalized rotating basis based on seniority.

8.3 Cell Phone Assignments.

City-provided cell phones will be carried for a two-week period in conjunction with pay periods. There will be a primary person and a secondary person assigned to standby status for each two-week period. There will be a seventy- (70) mile radius limit from the City of Pinole for persons carrying the cell phone.

8.4 Standby Protocol.

The Police Department will call the primary number twice in a 15-minute period. If there is no answer to these calls, the Police Department will call the secondary number. If whoever responds to a call requires assistance, they will call the other person on call. If there is no response within 15 minutes, the person who responded will call the home telephone number of the other on-call employee.

If unable to locate this person, the responding employee shall call other employees for assistance. The person not on call who responds will be remunerated at the standby pay at the holiday rate for that day. Persons on standby not responding to a call will not be paid for standby for that day (except if they had responded to another call and are unavailable).

8.5 Standby Schedule Assignments.

Schedule changes will have to have prior approval from the Public Works Director/City Engineer through the Public Works Manager or Wastewater Treatment Plant Manager.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the cell phone may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cell phone. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

8.6 Standby Exceptions.

Standby assignments for the Wastewater Treatment Plant personnel and the Wastewater Mechanic shall be identical of the above except that these personnel will carry the cell phone through Monday because of days off. There will be only one employee assigned to standby per two-week period.

8.7 Rest Periods While on Standby.

An employee on standby who is called out between 1:00 a.m. and 4:00 am and who performs a minimum of two (2) hours of work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift.

For purposes of determining the time frame of the rest period, an employee will be required to "clock out" upon their departure from their workplace. The employee shall use the City provided time method for this purpose located in their assigned workplace. It is understood that the six-hour rest period shall commence at the time the employee "clocks out" from work.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

8.8 Amount of Standby Pay.

During the term of this MOU agreement, the City agrees to pay the standby designee as follows:

- Weekday $40 per day
- Weekend $50 per day
- Holiday $60 per day

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

8.9 Mileage Reimbursement While on Standby.

Mileage reimbursement from portal to portal travel shall be paid to employees driving their personal vehicle when called back pursuant to the IRS mileage reimbursement rate in effect for all city travel.

ARTICLE IV. ACTING IN HIGHER CLASSIFICATION

9.1 Pay Defined and Rate of Pay.

In the event an employee is assigned and performs duties in a higher classification, following the fifth consecutive workday in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's regular base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

ARTICLE X. SICK LEAVE

10.1 Rate of Sick Leave Earned.

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of eight (8) hours for each continuous full calendar month of service and shall, or 3.69 hours per pay period in pay status. The employee must be in paid leave status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be

available to new employees prior to completion of three continuous months of employment.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

10.2 Sick Leave Incentive.

Employee sick leave use shall be reviewed by the City at the end of each calendar year to determine if any employee qualifies for the sick leave incentive. Employees who do not use any sick leave for six consecutive months, July 1st through December 31st, and January 1st through June 30th, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than eight (8) hours of vacation in any calendar year.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

10.3 Use of Sick Leave for Family Care.

Employees may use sick leave for illness or disability in his/her immediate family. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year.

10.4 Use of Sick Leave.

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

10.5 Other Use of Sick Leave.

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

ARTICLE XI. HOLIDAYS

11.1 Authorized Legal Holidays.

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and

shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices that is signed by the President of the United States, shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

11.2 <u>List of Official Holidays.</u>

Employees shall receive twelve (12) annual paid holidays as follows:

• *January 1*	*New Year's Day*
• *Third Monday in January*	*Martin Luther King's Birthday*
• *Third Monday in February*	*Washington's Birthday*
• *Last Friday in March*	*Cesar Chavez Day*
• *Last Monday in May*	*Memorial Day*
• *June 19*	*Juneteenth*
• *July 4*	*Independence Day*
• *First Monday in September*	*Labor Day*
• *November 11*	*Veteran's Day*
• *Fourth Thursday in November**	*Thanksgiving*
• *Fourth Friday in November***	*Day after Thanksgiving*
• *December 25*	*Christmas*

* 11/25/2021 and 11/24/2022
** 11/26/2021 and 11/25/2022

All Holidays re eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday falls on a workday in which they are scheduled to work more than 8 hours, the employee must use their accrued vacation or compensatory time off to make up the difference between the 8 hours and their scheduled hours.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

11.3 <u>Holidays Falling on Saturday or Sunday.</u>

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days fall on a Sunday, the following Monday shall be considered a holiday for pay purposes.

11.4 Holidays Falling on a Regularly Scheduled Day Off.

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

11.5 Compensation for Hours Worked on a Holiday.

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XII. VACATION

12.1 Vacation Schedule and Seniority.

Upon supervisorial approval, employees shall be given their preference of vacation time, and in the case of conflict between employees, classification seniority shall prevail. To minimize any conflicts, employees shall submit request for vacation use for the proceeding six (6) months on or before January 10 and July 10 of each year. Seniority referred to herein shall be defined as the date of hire by classification.

12.2 Vacation Sell Back.

An employee with a minimum of three (3) years of service has the option to sell back up to fifty two (52) hours of vacation per calendar year, provided said employee has a minimum of 160 hours of vacation accumulated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

12.3 Rate of Vacation Earned.

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

Years of Completed Service	Hours Accrued Per Year/Pay Period	Maximum Accrual (Hrs)
0 through 4	96/3.69	192
5 through 9	144/5/53	288

10 through 15	160/6.15	320
16+	192/7.38	384

Once an employee reaches their maximum vacation accrual hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of services, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XIII. MEDICAL INSURANCE

13.1 Medical Insurance Provided.

For full-time regular employees, the City agrees to contribute toward the employee's health premium as follows:

Effective January 1, 2020 the City's contribution toward the employee's health premium will reflect the 2019 Kaiser rate at each level of coverage.

Effective January 1, 2022 the City's contribution toward the employee's health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2023, the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

The City pays the medical premiums for the preceding month in the prior month. Employees share of medical premium are also deducted concurrently with the one month in advance. Any increase in the premium the City agrees to pay towards employees medical will be applied concurrently with the employee deduction.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

13.2 Retiree Medical Insurance.

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.

- Employees hired before July 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before July 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.

- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:

> (a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

> This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:
>
> (1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums

required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

13.3 Medical In-Lieu Payments.

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = $225 per month or $103.85 per pay period
- Two-party coverage = $450 per month or $207.69 per pay period
- Family coverage = $600 per month or $276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XIV. DENTAL INSURANCE

14.1 Dental Insurance Provided.

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 plus Family coverage if desired. Selection of the carrier shall be at the discretion of the City. The City provided dental insurance plan provides for a maximum annual dental payout of $1,500 for each employee and for each employee’s eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

14.2 Orthodontic Insurance Provided.

During the term of this MOU agreement, employees as defined in Section 1.3, the City agrees to pay the premium for the employee and up to Family coverage if desired. Selection of the carrier is at the discretion of the City. The City provided orthodontic insurance plan provides for a maximum lifetime orthodontic payout of $1,500 for each employee and for each employee’s eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XV. VISION INSURANCE

15.1 Vision Insurance Provided.

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 and up to full family vision care coverage. The City provided plan shall provide for a $20 co-payment for examination and a $20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XVI. LIFE INSURANCE

16.1 Life Insurance Provided.

During the term of this MOU agreement, the City agrees to provide term life insurance in the amount of $40,000 per employees as defined in Section 1.3 in the Local One unit. Selection of the carrier shall be at the discretion of the City.

16.2 Life Insurance Premium Rates.

During the term of this MOU agreement, the City shall pay the premium for life insurance coverage of $40,000 for employees as defined in Section 1.3, per year per employee in the Local One unit.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XVII. DISABILITY INSURANCE

17.1 Disability Insurance Provided.

The City agrees to provide the State Short-Term Disability Insurance program, for employees as defined in Section 1.3. The costs of this program are the responsibility of the employee, paid through payroll deductions.

17.2 Long Term Disability Insurance.

During the term of the MOU agreement, the City shall provide employees as defined in Section 1.3, at its own expense, long term disability insurance of two-thirds of salary up to $3,000 per month ($2,000 maximum benefit) with a 30-day waiting period.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

17.3 Disability Insurance Option for Upgrade.

Employees have the option to upgrade the Long-Term Disability plan to provide two-thirds of salary up to $5,000 per month at employee expense; provided that all Local One unit members opt for this upgraded coverage with said expense taken as a payroll deduction.

ARTICLE XVIII. DOMESTIC PARTNERSHIP AND COVERAGE DEFINED

18.1 Domestic Partnership and Coverage Defined.

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for eligible domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership in the form of a valid Certificate of Domestic Partnership issued by the California Secretary of State.

ARTICLE XIX. TUITION REIMBURSEMENT PROGRAM

19.1 Eligibility for Participation in the Tuition Reimbursement Program.

After completing one (1) year of service with the City, an employee is eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in accredited qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of “C” or better, or “pass” if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of $600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee’s own time and at his/her own expense.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XX. PREMIUM PAY

20.1 Pesticide Applicators License.

During the term of the MOU agreement, when not required by the employee’s classification, the City will pay those employees who have a current Pesticide Applicator's License and utilize said license in their job responsibilities an additional $75.00 per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.2 Agricultural Pest Control License.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Agricultural Pest Control Adviser's License and utilize said license in their job responsibilities an additional $75.00 per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.3 Wastewater Treatment Plant Operators Grade License.

During the term of the MOU agreement, when not required by the employee's specification, the City will pay those employees who have a current Wastewater Treatment Plant Operator's Certification Grade III License or above $75.00 per month. Employees who possess a higher-grade certificate than what is required in their assigned job classification shall also be eligible for this pay. For example, if an employee is classified by the City as a Wastewater Treatment Plant Operator I and possesses a State Wastewater Treatment Plant Operator II certification, he/she is eligible for this pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.4 International Certified Building Official Certificate.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current International Certified Building Official Certificate and utilize said certificate in their job responsibilities an additional $75.00 per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.5 ASE Refrigerant Recovery and Recycling Review Certificate.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Air Conditioning License and utilize said license in their job responsibilities an additional $75.00 per month. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.6 Educational Degrees.

During the term of this MOU agreement, the City will pay those employees who have earned degrees from accredited college institution additional pay as follows:

- Associates of Art/Science Degree $ 75.00 per month or $34.61 per pay period
- Bachelor of Arts/Science Degree $150.00 per month or $69.23 per pay period

An employee is only eligible to receive educational degree premium pay for either an Associates of Arts/Science degree or Bachelor of Arts/Science degree. This amount of pay is based on an employee possessing either an AA/AS or a BA/BS degree and not for both. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010, employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

20.7 Bilingual Pay.

During the term of this MOU agreement, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 5% of their monthly base salary. This premium pay will be effective the first day of the pay period following successful completion of the testing process. The City retains the discretion to determine which classifications/positions and which languages, are eligible. This benefit shall not compound, nor be compounded by, any other additional compensation.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XXI. RETIREMENT

21.1 CalPERS Retirement Plan.

The City shall provide retirement benefits through a contract with the Public Employees Retirement System (CalPERS). The City's retirement plan is the 2.5% at 55 Plan for "classic" employees as defined by PEPRA and CalPERS. Employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS are under the 2% at 62 Plan.

21.2 Employee and Employer Contribution Rates.

Employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS will be responsible to pay their contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate under the 2.5% at 55 Plan shall be as follows:

A. Effective the full pay period that contains July 1, 2021, the employee's total CalPERS contribution (combined Employee contribution and Employee's share of the City's contribution) for employees shall be eighteen percent (18%).

B. Effective the full pay period that contains July 1, 2022, the employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

22.1 Uniform Laundry Service.

The City shall provide a weekly laundry service to all represented maintenance and related classes for which the City requires standard attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of uniform laundry services provided to an employee shall be reported as compensation to the employee.

22.2 Safety Shoes.

The allowance provided by the City for the purchase of safety shoes, except for the Police Property Specialist, for maintenance and related job classifications for which the City requires safety shoes is $200.00 per year paid the first pay period in January annually. The allowance paid to employees becoming eligible throughout the year shall be prorated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

22.3 Community Services Officer and Police Property Specialist Uniform Allowance.

During the term of this MOU agreement, the City-provided uniform allowance for Community Services Officers and Police Property Specialist shall be $650.00 per year, paid the first pay period in January annually. The allowance paid to employees becoming eligible for the allowance throughout the year shall be prorated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

22.4 Community Services Officer and Police Property Specialist Safety Equipment.

22.4.1 Police Property Specialist

Employees in the classification of Police Property Specialist shall be provided safety equipment by the Department, including a flashlight and holder and radio and holder, and other safety equipment as deemed necessary by the Department.

22.4.2 Types of Safety Equipment Required-Sworn

Community Services Officers (CSO) are required to purchase, maintain and replace the following items of safety equipment: duty belt, handcuffs, handcuff case, mace holder, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

22.4.3 Safety and Repair of Safety Equipment

Each CSO shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 22.4.2, that is not in a usable state due to damage or deterioration.

22.4.4 Amount of Safety Equipment Allowance

The City will provide each CSO $130.00 per fiscal year ($5.00 per pay period), for the purchase of the safety equipmentlisted in Section 22.4.2.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

22.5 Withholding Payment of Clothing Allowance.

Payment of the clothing allowance shall be withheld from employees in the following types of status:

a. injury leave or sick leave in excess of three consecutive months;
b. Medical leave of absence without pay; and/or
c. Any leave, paid or unpaid, following an application for disability retirement.

It is the intent of this Article that the clothing allowance be paid only in those circumstances in which it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

ARTICLE XXIII. CERTIFICATION FEES

23.1 Payment for Certificate Issuance and Renewals.

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular status with the City shall be paid directly or reimbursed by the City to the employee.

23.2 Payment of Department of Transportation License Fees.

Driver's license fees shall not be included as a reimbursable cost; however driver's license fees related to Department of Transportation requirements, that is Class A or B license fees and the related medical examination shall be paid by the City.

An employee shall have the option to utilize any of the City's approved medical providers for the required medical examination (Concentra or Muir Diablo). The employee shall also have the option to use the Provider of their choice, however they shall only be reimbursed up to the City annually negotiated rates with Concentra and Muir Diablo.

ARTICLE XXV. BEREAVEMENT LEAVE

25.1 Paid Bereavement Leave.

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a paid bereavement leave with full pay not to exceed five (5) workdays per incident. Certification of loss may be required under certain circumstances. However, when it is reasonable and necessary and good cause is shown, and upon approval of the Department Head and City Manager, three (3) additional paid bereavement days may be granted for such leave. All bereavement leave must be taken within one year of said incident. In order to receive compensation while absent on bereavement leave, the employee shall notify his or her immediate Supervisor or the Department Head prior to the time set for beginning his/her next shift.

25.2 Definition of Immediate Family.

For purposes of this section immediate family shall be defined to include spouse or eligible domestic partner certified by the California Secretary of State, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

EXHIBIT A

ARTICLE XXVI. GRIEVANCE PROCEDURE

26.1 Grievance Defined.

A grievance is any dispute which arises out of the application, enforcement, or interpretation of this Agreement, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

26.2 Reflection for Use of Procedure.

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

26.3 Grievance Procedure Defined.

This grievance procedure is established to accomplish the following objectives:

a. To settle the disagreement at the employee-supervisor level, if possible.

b. To provide an orderly procedure to handle the grievance, through each level of supervision, if necessary.

c. To resolve the grievance as quickly as possible.

d. To correct. if possible, the cause of the grievance to prevent future similar complaints.

e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.

f. To promote harmonious relations among employees, their supervisors, and the departmental staff.

g. To insure fair and equitable treatment of all employees.

26.4 Grievance Process.

Conduct of Grievance Procedure shall be as follows:

a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, including an attorney or may represent him or herself in preparing and presenting his grievance at any level of review.

b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.

c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.

e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.

f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

26.5 <u>Grievance Procedure.</u>

The Grievance Procedure shall be as follows:

Step 1.

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

A grievance involving disciplinary action cannot be resolved at a level less than that at which the decision for disciplinary action was made. The aggrieved employee may petition to the individual who initiated the action being grieved; or, may petition the next higher level of supervision for resolution of the grievance.

Step 2.

If the grievance is not resolved through the informal discussions, the employee will reduce the grievance to writing and submit copies to his Department Manager and the Personnel Officer within ten (10) calendar days of the discussion with his or her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

Step 3.

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his Department Manager to the City Manager in writing within ten calendar days of the receipt of the Department Manager‘s response. If the employee wishes, he

or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

If the aggrieved employee selects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he/she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.
Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he then considers appropriate to review and settle the grievance. He/she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report.

If the grievance results from disciplinary action taken against the employee, and steps one and two of the grievance procedure have been exhausted, the City Manager as Hearing Officer shall conduct a hearing, within 30 days of the receipt of the employee's appeal or Employee Appeals Board report if such has been requested. However, upon receipt of an Employee Appeals Board report, the grievance procedure may be concluded if mutually agreed between the grievant and the Department Manager.

If a hearing, though, is to be conducted, the City Manager may continue the hearing either for the convenience of the City or upon written application of the employee for a period not to exceed an additional 30 days. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the employee.

Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the employee and other persons may be examined as provided in Section 19580 of the Government Code, the employee may be represented by an attorney or his recognized employee organization, and the parties may submit all proper and competent evidence against or in support of the causes The City Manager shall render a written decision within fifteen days after concluding the hearing, and the decision of the City Manager shall be final and not subject to review or appeal by the City Council.

ARTICLE XXVII. PROBATIONARY PERIOD

27.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

27.2 Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

The Department Head may extend, the initial probationary period beyond the twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

27.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee

rejected during the promotional probationary period has no right to appeal or grieve the rejection.

ARTICLE XXVIII. Union Membership, Due Deduction, and New Employee Orientation

28.1 Union Membership

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status doing only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

28.2 Annual AFSCME/Local One Financial Reports Required.

AFSCME / Local One shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

28.3 Indemnification.

AFSCME / Public Employees Union, Local One shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

28.4 AB119 - New Employee Orientation (NEO)

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Public Employees Union, Local One) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as

such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

28.5 Notice Requirements

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 /Public Employees Union, Local One will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to, or following, the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME/ Local One) bargaining unit, that the employee's position is represented by AFSCME / Local One. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

28.6 Reporting Requirements

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide Public Employees Union, Local One with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

ARTICLE XXIX. MANAGEMENT RIGHTS

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

a) The right to determine the mission of the City, including without limitation the City's agencies, department, divisions, boards, and commissions;

b) The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction location and determination of the size and mission of the work force;

c) The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for an position(s) within the City;

d) The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;

e) The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

f) The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualification are met;

g) The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;

h) The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;

i) The right to schedule and assign work, make reassignments and assign overtime work;

j) The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;

k) The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;

l) The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and

m) The right to maintain orderly, effective and efficient operations.

"The City's reservation of its management rights does not modify the City's obligation to meet and confer on the impacts of management rights decisions on the terms and conditions of employment of employees covered by this MOU, to the extent that meet and confer would be otherwise required by the Meyers Milias Brown Act."

ARTICLE XXX. DURATION

30.1 Term.

This Agreement shall be in full force and effect from July 1, 2021 to and through June 30, 2023.

30.2 MOU "Meet and Confer" Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of Section 28.3.

Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

The parties shall begin meeting to negotiate a successor agreement no later than February 1, 2023.

30.3 Notice of Termination.

This Agreement shall continue in force and effect thereafter from year to year unless either party gives written notice one hundred and twenty (120) days prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

30.4 Effective Date.

All provisions contained in this agreement are effective on the agreement execution date unless otherwise specified.

30.5 Continuation of MOU in Light of Federal/State Law Changes.

In the event any portion of this Agreement is declared null and void by superseding Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

CITY OF PINOLE

_____ _____
Andrew Murray, City Manager Date

PUBLIC EMPLOYEES UNION, LOCAL ONE

_____ _____
Ana AvilesAvila, President Date

_____ _____
Matt Jones, Team Member Date

_____ _____
Linda Segundo, Team Member Date

EXHIBIT A

Jose Garcia, Team Member	Date
Lisa A. Davis/PEU, Local One	Date

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING

LOCAL 1

Between the City of Pinole and the Public Employees Union -- Local One

JULY 1, ~~2018~~ 2021 TO JUNE 30, ~~2021~~2023

Return to Agenda

PUBLIC EMPLOYEES UNION – LOCAL ONE
MEMORANDUM OF UNDERSTANDING

Table of Contents

PREAMBLE 1

ARTICLE I. DEFINITIONS 1

ARTICLE II. RECOGNITION 2
2.1 Unit Composition. 2

ARTICLE III. DUES DEDUCTION 4
3.1 Payroll Deduction of Union Dues. 4
3.2 Notification of Union Dues Increase. 4
3.3 Hold Harmless and Indemnification Clause. 4

ARTICLE IV. MAINTENANCE OF MEMBERSHIP 4
4.1 Revocation of Union Membership. 4

ARTICLE V. UNION REPRESENTATIVES 5
5.1 Union Representatives/Stewards Defined. 5
5.2 Time Off for "Meet and Confer". 5
5.3 "Meet and Confer" Committee. 5
5.4 Notice to Supervisors. 5
5.5 Release Time for Quarterly Meetings. 6

ARTICLE VI. SALARIES 6
6.1 Cost of Living and Market Adjustments. 6
6.2 Pay Plan. 6
6.3 Longevity. 6
6.4 Pro-rata Benefits. 6

ARTICLE VII. HOURS OF WORK AND OVERTIME 7
7.1 Work Week Defined. 7
7.2 Overtime Work Schedule. 7
7.3 Overtime and Seniority. 7
7.4 Regular Work Week-Amount of Overtime Earned. 7
7.5 Alternative Work Week-Amount of Overtime Earned. 7
7.6 Rate of Overtime/Compensatory Time. 8
7.7 Call Back and Overtime. 8
7.8 Alternative Work Schedules/Flex Time. 9
7.9 Court Appearance on Off-Duty Hours by Community Services Officers. 9
7.10 Meal Allotment. 9
7.11 Rest Periods. 10

ARTICLE VIII. STANDBY PAY 10
8.1 Employees Assigned. 10
8.2 Method of Assignment. 10
8.3 Cell Phone Assignments. 10
8.4 Standby Protocol. 10
8.5 Standby Schedule Assignments. 10

8.6 Standby Exceptions. 11
8.7 Rest Periods While on Standby. 11
8.8 Amount of Standby Pay. 11
8.9 Mileage Reimbursement While on Standby. 12

ARTICLE IV. ACTING IN HIGHER CLASSIFICATION 12
9.1 Pay Defined and Rate of Pay. 12

ARTICLE X. SICK LEAVE 12
10.1 Rate of Sick Leave Earned. 12
10.2 Sick Leave Incentive. 12
10.3 Use of Sick Leave for Family Care. 13
10.4 Use of Sick Leave. 13
10.5 Other Use of Sick Leave. 13

ARTICLE XI. HOLIDAYS 13
11.1 Authorized Legal Holidays. 13
11.2 List of Official Holidays. 13
11.3 Holidays Falling on Saturday or Sunday. 14
11.4 Holidays Falling on a Regularly Scheduled Day Off. 14
11.5 Compensation for Hours Worked on a Holiday. 15

ARTICLE XII. VACATION 15
12.1 Vacation Schedule and Seniority. 15
12.2 Vacation Sell Back. 15
12.3 Rate of Vacation Earned. 15

ARTICLE XIII. MEDICAL INSURANCE 16
13.1 Medical Insurance Provided. 16
13.2 Retiree Medical Insurance. 16
13.3 Medical In-Lieu Payments. 19

ARTICLE XIV. DENTAL INSURANCE 19
14.1 Dental Insurance Provided. 19
14.2 Orthodontic Insurance Provided. 19

ARTICLE XV. VISION INSURANCE 20
15.1 Vision Insurance Provided. 20

ARTICLE XVI. LIFE INSURANCE 20
16.1 Life Insurance Provided. 20
16.2 Life Insurance Premium Rates. 20

ARTICLE XVII. DISABILITY INSURANCE 20
17.1 Disability Insurance Provided. 20
17.2 Long Term Disability Insurance. 20
17.3 Disability Insurance Option for Upgrade. 21

ARTICLE XVIII. DOMESTIC PARTNERSHIP AND COVERAGE DEFINED 21
18.1 Domestic Partnership and Coverage Defined. 21

ARTICLE XIX. TUITION REIMBURSEMENT PROGRAM 21
19.1 Eligibility for Participation in the Tuition Reimbursement Program. 21

Return to Agenda

ARTICLE XX. PREMIUM PAY 21
20.1 Pesticide Applicators License. 21
20.2 Agricultural Pest Control License. 22
20.3 Wastewater Treatment Plant Operators Grade License. 22
20.4 International Certified Building Official Certificate. 22
20.5 ASE Refrigerant Recovery and Recycling Review Certificate. 22
20.6 Educational Degrees. 23
20.7 Bilingual Pay. 23

ARTICLE XXI. RETIREMENT 24
21.1 CalPERS Retirement Plan. 24
21.2 Employee and Employer Contribution Rates. 24

ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE 24
22.1 Uniform Laundry Service. 24
22.2 Safety Shoes. 24
22.3 Community Services Officer and Police Property Specialist Uniform Allowance. 25
22.4 Community Services Officer and Police Property Specialist Safety Equipment. 25
22.4.2 Types of Safety Equipment Required-Sworn 25
22.4.3 Safety and Repair of Safety Equipment 25
22.4.4 Amount of Safety Equipment Allowance 25
22.5 Withholding Payment of Clothing Allowance. 26

ARTICLE XXIII. CERTIFICATION FEES 26
23.1 Payment for Certificate Issuance and Renewals. 26
23.2 Payment of Department of Transportation License Fees. 26

ARTICLE XXV. BEREAVEMENT LEAVE 26
25.1 Paid Bereavement Leave. 26
25.2 Definition of Immediate Family. 27

ARTICLE XXVI. GRIEVANCE PROCEDURE 27
26.1 Grievance Defined. 27
26.2 Reflection for Use of Procedure. 27
26.3 Grievance Procedure Defined. 27
26.4 Grievance Process. 28
26.5 Grievance Procedure. 28

ARTICLE XXVII. PROBATIONARY PERIOD 30
27.1 Objective of the Probationary Period. 30
27.2 Probationary Period. 30
27.3 Promotional Probationary Period 31

ARTICLE XXVIII. Union Membership, Due Deduction, and New Employee Orientation 31
28.2 Annual AFSCME/Local One Financial Reports Required. 33
28.3 Indemnification. 33

ARTICLE XXIX. MANAGEMENT RIGHTS 35

Return to Agenda

ARTICLE XXX. DURATION..... 36

30.1 Term. 36
30.2 MOU "Meet and Confer" Obligations. 36
30.3 Notice of Termination. 37
30.4 Effective Date. 37
30.5 Continuation of MOU in Light of Federal/State Law Changes. 37

Error! Hyperlink reference not valid.**PREAMBLE.....**Error! Bookmark not defined.

Error! Hyperlink reference not valid.**ARTICLE I. DEFINITIONS**Error! Bookmark not defined.

Error! Hyperlink reference not valid.**ARTICLE II. RECOGNITION**Error! Bookmark not defined.

Error! Hyperlink reference not valid.2.1 .....Unit Composition. **Error! B**
Error! Hyperlink reference not valid.2.2 AB 119 – New Employee Orientation (NEO). **Error! B**

Error! Hyperlink reference not valid.**ARTICLE III. DUES DEDUCTION**Error! Bookmark not defined.

Error! Hyperlink reference not valid.3.1 .....Payroll Deduction of Union Dues. **Error! B**
Error! Hyperlink reference not valid.3.2 ..... Notification of Union Dues Increase. **Error! B**
Error! Hyperlink reference not valid.3.3 Hold Harmless and Indemnification Clause. **Error! B**

Error! Hyperlink reference not valid.**ARTICLE IV. MAINTENANCE OF MEMBERSHIP**Error! Bookma

Error! Hyperlink reference not valid.4.1 .....Revocation of Union Membership. **Error! B**

Error! Hyperlink reference not valid.**ARTICLE V. UNION REPRESENTATIVES**Error! Bookmark not

Error! Hyperlink reference not valid.5.1 ..Union Representatives/Stewards Defined. **Error! B**
Error! Hyperlink reference not valid.5.2 .....Time Off for "Meet and Confer". **Error! B**
Error! Hyperlink reference not valid.5.3 ..... "Meet and Confer" Committee. **Error! B**
Error! Hyperlink reference not valid.5.4 .....Notice to Supervisors. **Error! B**
Error! Hyperlink reference not valid.5.5 ..... Release Time for Quarterly Meetings. **Error! B**

Error! Hyperlink reference not valid.**ARTICLE VI. SALARIES**Error! Bookmark not defined.

Error! Hyperlink reference not valid.6.1 ..... Cost of Living and Market Adjustments. **Error! B**
Error! Hyperlink reference not valid.6.2 .....Pay Plan. **Error! B**
Error! Hyperlink reference not valid.6.3 .....Longevity. **Error! B**
Error! Hyperlink reference not valid.6.4 .....Pro-rata Benefits. **Error! B**

Error! Hyperlink reference not valid.**ARTICLE VII. HOURS OF WORK AND OVERTIME.....**Error! Bookmark not defined.

Error! Hyperlink reference not valid.7.1 .....Work Week Defined. **Error! B**
Error! Hyperlink reference not valid.7.2 .....Overtime Work Schedule. **Error! B**
Error! Hyperlink reference not valid.7.3 ..... Overtime and Seniority. **Error! B**
Error! Hyperlink reference not valid.7.4Regular Work Week-Amount of Overtime Earned. **Error! B**
Error! Hyperlink reference not valid.7.5Alternative Work Week-Amount of Overtime Earned.
Error! Hyperlink reference not valid.7.6 ..... Rate of Overtime/Compensatory Time. **Error! B**
Error! Hyperlink reference not valid.7.7 ..... Call Back and Overtime. **Error! B**
Error! Hyperlink reference not valid.7.8 .....Alternative Work Schedules/Flex Time. **Error! B**
Error! Hyperlink reference not valid.7.9Court Appearance on Off-Duty Hours by Community Service
Error! Hyperlink reference not valid.7.10 ..... Meal Allotment. **Error! B**
Error! Hyperlink reference not valid.7.11 ..... Rest Periods. **Error! B**

Error! Hyperlink reference not valid.**ARTICLE VIII. STANDBY PAY**Error! Bookmark not defined.

Error! Hyperlink reference not valid.8.1 ..... Employees Assigned. **Error! B**
Error! Hyperlink reference not valid.8.2 .....Method of Assignment. **Error! B**
Error! Hyperlink reference not valid.8.3 .....Cell Phone Assignments. **Error! B**

Return to Agenda

Error! Hyperlink reference not valid. 8.4 ..... Standby Protocol. Error! B
Error! Hyperlink reference not valid. 8.5 ..... Standby Schedule Assignments. Error! B
Error! Hyperlink reference not valid. 8.6 ..... Standby Exceptions. Error! B
Error! Hyperlink reference not valid. 8.7 ..... Rest Periods While on Standby. Error! B
Error! Hyperlink reference not valid. 8.8 ..... Amount of Standby Pay. Error! B
Error! Hyperlink reference not valid. 8.9 Mileage Reimbursement While on Standby. Error! B

Error! Hyperlink reference not valid. ARTICLE IV. ACTING IN HIGHER CLASSIFICATION ..... Error! Bookmark not defined.
Error! Hyperlink reference not valid. 9.1 Out of Class Pay Defined and Rate of Pay. Error! B

Error! Hyperlink reference not valid. ARTICLE X. SICK LEAVE Error! Bookmark not defined.
Error! Hyperlink reference not valid. 10.1 ..... Rate of Sick Leave Earned. Error! B
Error! Hyperlink reference not valid. 10.2 ..... Sick Leave Incentive. Error! B
Error! Hyperlink reference not valid. 10.3 ..... Use of Sick Leave for Family Care. Error! B
Error! Hyperlink reference not valid. 10.4 ..... Use of Sick Leave. Error! B
Error! Hyperlink reference not valid. 10.5 ..... Other Use of Sick Leave. Error! B

Error! Hyperlink reference not valid. ARTICLE XI. HOLIDAYS Error! Bookmark not defined.
Error! Hyperlink reference not valid. 11.1 ..... Authorized Legal Holidays. Error! B
Error! Hyperlink reference not valid. 11.2 ..... List of Official Holidays. Error! B
Error! Hyperlink reference not valid. 11.3 .. Holidays Falling on Saturday or Sunday. Error! B
Error! Hyperlink reference not valid. 11.4 Holidays Falling on a Regularly Scheduled Day Off.
Error! Hyperlink reference not valid. 11.5 Compensation for Hours Worked on a Holiday. ..... Error! Bookmark not defined.

Error! Hyperlink reference not valid. ARTICLE XII. VACATION Error! Bookmark not defined.
Error! Hyperlink reference not valid. 12.1 ..... Vacation Schedule and Seniority. Error! B
Error! Hyperlink reference not valid. 12.2 ..... Vacation Buy Back. Error! B
Error! Hyperlink reference not valid. 12.3 ..... Rate of Vacation Earned. Error! B

Error! Hyperlink reference not valid. ARTICLE XIII. ..... MEDICAL INSURANCE Error! E
Error! Hyperlink reference not valid. 13.1 ..... Medical Insurance Provided. Error! B
Error! Hyperlink reference not valid. 13.2 ..... Retiree Medical Insurance. Error! B
Error! Hyperlink reference not valid. 13.3 ..... Medical In-Lieu Payments. Error! B

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Error! Hyperlink reference not valid. 14.2 ..... Orthodontic Insurance Provided. Error! B

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Error! Hyperlink reference not valid. 17.1 ..... Disability Insurance Provided. Error! B
Error! Hyperlink reference not valid. 17.2 ..... Disability Insurance Premium Rates. Error! B
Error! Hyperlink reference not valid. 17.3 ... Disability Insurance Option for Upgrade. Error! B

Return to Agenda

Error! Hyperlink reference not valid.**ARTICLE XVIII. DOMESTIC PARTNERSHIP AND COVERAGE DEFINED** ..... Error! Bookmark not defined.
Error! Hyperlink reference not valid.18.1Domestic Partnership and Coverage Defined. **Error! B**

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Error! Hyperlink reference not valid.20.2 ..... Agricultural Pest Control License. **Error! B**
Error! Hyperlink reference not valid.20.3Wastewater Treatment Plant Operators Grade License.
Error! Hyperlink reference not valid.20.4International Certified Building Official Certificate. **Error! B**
Error! Hyperlink reference not valid.20.5ASE Refrigerant Recovery and Recycling Review Certificat
Error! Hyperlink reference not valid.20.6 ..... Educational Degrees. **Error! B**
Error! Hyperlink reference not valid.20.7 ..... Bilingual Pay. **Error! B**

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Error! Hyperlink reference not valid.21.1 ..... CalPERS Retirement Plan. **Error! B**
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Error! Hyperlink reference not valid.22.1 ..... Uniform Laundry Service. **Error! B**
Error! Hyperlink reference not valid.22.2 ..... Safety Shoes. **Error! B**
Error! Hyperlink reference not valid.22.3Community Services Officer Uniform Allowance. **Error! B**
Error! Hyperlink reference not valid.22.4Community Services Officer and Police Property Specialist
Error! Hyperlink reference not valid.22.4.2Types of Safety Equipment Required-Sworn **Error! B**
Error! Hyperlink reference not valid.22.4.3..Safety and Repair of Safety Equipment **Error! B**
Error! Hyperlink reference not valid.22.4.4.Amount of Safety Equipment Allowance **Error! B**
Error! Hyperlink reference not valid.22.5Withholding Payment of Clothing Allowance. **Error! B**

Error! Hyperlink reference not valid.**ARTICLE XXIII. CERTIFICATION FEES** Error! Bookmark not defin
Error! Hyperlink reference not valid.23.1Payment for Certificate Issuance and Renewals. **Error! B**
Error! Hyperlink reference not valid.23.2Payment of Department of Transportation License Fees.

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Error! Hyperlink reference not valid.25.1 ..... Time Off for Bereavement Leave. **Error! B**
Error! Hyperlink reference not valid.25.2 ..... Definition of Immediate Family. **Error! B**

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Error! Hyperlink reference not valid.26.2 ..... Reflection for Use of Procedure. **Error! B**
Error! Hyperlink reference not valid.26.3 ..... Grievance Procedure Defined. **Error! B**
Error! Hyperlink reference not valid.26.4 ..... Grievance Process. **Error! B**
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Error! Hyperlink reference not valid.27.2 ..... Probationary Period **Error! B**
Error! Hyperlink reference not valid.27.3 ..... Promotional Probationary Period **Error! B**

Error! Hyperlink reference not valid.**ARTICLE XXVIII. AGENCY SHOP** Error! Bookmark not defined.

Return to Agenda

Error! Hyperlink reference not valid.28.1 ..... Objection to Union Membership. Error! B
Error! Hyperlink reference not valid.28.2Annual Local One Financial Reports Required. Error! B
Error! Hyperlink reference not valid.28.3 ..... Deduction of Union Dues. Error! B
Error! Hyperlink reference not valid.28.4Reimbursement for Costs of Implementing Article XXVII.
Error! Hyperlink reference not valid.28.5 ..... Indemnification. Error! B

Error! Hyperlink reference not valid.**ARTICLE XXIX. MANAGEMENT RIGHTS**Error! Bookmark not de

Error! Hyperlink reference not valid.**ARTICLE XXX. DURATION**Error! Bookmark not defined.
Error! Hyperlink reference not valid.30.1 ..... Term. Error! B
Error! Hyperlink reference not valid.30.2 ..... MOU "Meet and Confer" Obligations. Error! B
Error! Hyperlink reference not valid.30.3 ..... Notice of Termination. Error! B
Error! Hyperlink reference not valid.30.4 ..... Effective Date. Error! B
Error! Hyperlink reference not valid.30.5Continuation of MOU in Light of Federal/State Law Change

SALARY SCHEDULE (Attachment A)

RESOLUTION (Attachment B)

EMAIL ATTACHMENT – SECTION 2.1 (Attachment C)

Return to Agenda

The City of Pinole and representatives of Public Employees Union Local One acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the Public Employees Union Local One agree to present this Memorandum of Understanding to their membership for acceptance and approval.

PREAMBLE

WHEREAS, the City of Pinole on July 6, 1971, entered into a Memorandum of Understanding, with the United Employees, Local 796; and

WHEREAS, said Memorandum of Understanding, contained provisions for its continuance on a year-to-year basis conditioned on either party giving notification of termination or modification; and

WHEREAS, the employees formerly represented under this agreement by United Employees, Local 790 have formally decertified said representative and have certified Public Employees Union Local One as their representative in labor negotiations as of July 1, 1995, and

WHEREAS, the ~~this~~ U~~u~~nion has indicated to the City, and the City has indicated to the Union, its desire to make certain modifications to this Memorandum of Understanding

THEREFORE, the following agreement represents a Memorandum of Understanding between the City of Pinole and AFSCME/Public Employees Union Local One for the term of July 1, ~~2018~~ 2021 through June 30, ~~2021~~ 2023 with the same terms and conditions of the previous Memorandum of Understanding and subsequent amendments between the City and the Union.

ARTICLE I. DEFINITIONS

1.1 "City" referred to herein shall be the City of Pinole.

1.2 "Union" referred to herein shall be the AFSCME Council 57/Public Employees Union Local One.

1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole as illustrated in Article 2 of this Memorandum of Understanding. A regular full-time employee is any employee regularly scheduled to work forty (40) hours per work week. A regular part-time employee

is any employee regularly scheduled to work less than forty (40) hours per work week.

1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

ARTICLE II. RECOGNITION

2.1 Unit Composition.

The City hereby recognizes the Union as the majority representative of the following job classifications:

Accounting Technician
Administrative ~~Secretary~~Assistant
Cable Access Technician
Community Services Officer
Cook
Environmental Assistant
Permit Technician
Police Property Specialist
Police Records Specialist
Public Works Maintenance Worker
Public Works Senior Maintenance Worker
~~Public Works Maintenance Supervisor~~
~~Police Records Specialist~~
Wastewater Treatment Plant Senior Operator
Wastewater Treatment Plant Operator
Wastewater Treatment Plant Senior Maintenance Mechanic
Wastewater Treatment Plant Maintenance Mechanic
Wastewater Treatment Plant Operator in Training

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit and agrees to meet and confer with the Union in all matters relating, to wages, hours and working conditions of employees in such classifications. The City further reserves the right to exclude from membership those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

~~2.2 AB 119 – New Employee Orientation (NEO).~~

~~Assembly Bill AB119 (New Employee Orientation-NEO) requires that the public employer (the City of Pinole) provide the exclusive representative (Public Employees Union, Local One) of said employees, mandatory access to its new employee orientations. The parties (City and Local 1) agree to the following and acknowledge the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.~~

~~New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City of Pinole to advise and inform new employees of their employment benefits, responsibilities, City Rules, and other similar related matters. Currently, the City performs new employee orientations on the first day of work, typically at the beginning of a pay period (Monday at 9am). However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours, depending on the employee part-time/full-time status.~~

~~Notice Requirements~~

~~The City of Pinole will make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative at not available on the day or time the City has scheduled its orientation, the City will allow the Union to meet with the new employee within a week of hire.~~

~~Public Employees Union, Local One will be provided the opportunity to have up to two (2) representatives to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following of the new employee orientation. The Union may provide written materials, including a packet of information, and or visual presentation about the Union to the new employee(s).~~

~~The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. One (1) of the two Union representatives will be the Business Agent and the other may be a bargaining unit member (City employee). Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. The Union will provide the City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.~~

~~During the new employee orientation, the City shall clearly communicate to each new employee hired into a position/classification represented by the (Local One) bargaining unit, that the employee's position is represented by the Union. To properly identify current leaders, the Union will provide a roster of representative(s) to the City prior to such orientation.~~

~~**Reporting Requirements**~~

~~Within 30 days of hire or by the first pay period of the month following hire, the City of Pinole shall provide Public Employees Union, Local One with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that the City of Pinole provide the Union with this information for all employees in the bargaining unit at least every 120 days.~~

ARTICLE III. DUES DEDUCTION

3.1 Payroll Deduction of Union Dues.

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines. The payroll deductions shall be spelled out in Article 28.

3.2 Notification of Union Dues Increase.

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

3.3 Hold Harmless and Indemnification Clause.

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE IV. MAINTENANCE OF MEMBERSHIP

4.1 Revocation of Union Membership.

The City agrees to revocation of Union membership provision as follows:

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deduction except:

a. During a period no less than 60, nor more than 90 days, preceding the expiration date of this agreement;

b. In the event of the employee's separation from regular City service, or in the event the employee is appointed to a permanent position in a classification not covered by this agreement, revocation may take place at the time of such status change; or

c. In the event of a leave of absence without pay or a disability, dues deduction shall be suspended until such time as the employee returns to his covered classification.

ARTICLE V. UNION REPRESENTATIVES

5.1 Union Representatives/Stewards Defined.

The Union may designate at least one employee in each division within a department as its steward for the purpose of assisting other union members in the resolution of disputes concerning wages, hours and working conditions.

5.2 Time Off for "Meet and Confer".

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3~~formally meeting and conferring with City representatives~~; provided however, that said time is scheduled so as not to interfere unduly with the workload and job requirements, as determined by the Department Manager or Supervisor; provided further that such time afforded under this provision shall be devoted only to matters within the scope of representation.

5.3 "Meet and Confer" Committee.

The Union may also designate a committee including a representative from each area or department to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of four members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation. The Union will make a good faith effort to minimize the impact on the operations of any one Department.

5.4 Notice to Supervisors.

Union stewards engaged in such activities shall first obtain approval from their Supervisor before leaving their assigned work areas on such business.

5.5 Release Time for Quarterly Meetings.

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

ARTICLE VI. SALARIES

6.1 Cost of Living and Market Adjustments.

Effective first full pay period following ~~ratification by the Union and adoption by the City Council, or effective the first full pay period following~~ July 1, ~~2018~~ 2021, ~~whichever is later~~ classifications represented by the Union shall receive a three percent (3%) general wage increase.

Effective the first full pay period following July 1, ~~2019~~ 2022, classifications represented by the Union shall receive a three percent (3.0%) general wage increase.

~~Effective the first full pay period following July 1, 2020 classifications represented by the Union shall receive a 3.0% general wage increase.~~

Market Equity Adjustment

Effective first full pay period following July 1, 2021, or if a Total Tentative Agreement is reached on or after September 1, 2021, the first full pay period following ratification by the Union and approval by the City, classifications represented by the Union shall receive a three percent (3%) market equity increase adjustment.

Effective the first full pay period following July 1, 2022, classifications represented by the Union shall receive a three percent (3.0%) market equity increase adjustment.

6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

6.3 Longevity.

Effective July 1, ~~2018~~2021, employees with fifteen (15) full continuous years of City service shall be given an additional 2% ~~benefit~~ pay computed on their normal straight time rate of pay.

6.4 Pro-rata Benefits.

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time ~~(forty-hour per workweek) employees~~or as defined by federal, state, or local law, whichever is greater.

ARTICLE VII. HOURS OF WORK AND OVERTIME

7.1 Work Week Defined.

The employee's regular workday shall consist of eight hours and the workweek ~~shall~~ typically consists of a seven consecutive day period, Monday through Sunday. Other schedules may be assigned consistent with Section 7.8 of this Agreement. The City reserves the right to assign new employees to other works weeks and will provide two consecutive days off. Where new work weeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

7.2 Overtime Work Schedule.

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

7.3 Overtime and Seniority.

Overtime preference, insofar as practical shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

7.4 Regular Work Week-Amount of Overtime Earned.

For most employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of (40) hours during ~~the work week~~a seven-day work period. The standard City work period is a Calendar week which begins at 12:00 am on Monday and ends 11:59 pm on Sunday. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holiday) toward employees' overtime thresholds. Employees on an alternative work schedule become eligible for overtime when the actual hours worked exceed forty (40) hours during their work week.

7.5 Alternative Work Week-Amount of Overtime Earned.

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than 8 hours a day and less than five days a week. The shift duration hours, work week, and work period ~~in a workweek~~ for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and related FLSA rules. In these instances, at no time is the workweek defined as being more than 40 hours in a week. Therefore, employees on an alternative work schedule will earn overtime only when he/she works more hours in a day than their regular work schedule as approved by the City Manager.

7.6 Rate of Overtime/Compensatory Time.

Compensation for overtime hours worked shall be paid at one and one-half times the employee's ~~basic~~ base hourly ~~salary~~ rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee.

At no time shall accrued compensatory time off balance exceed eighty (80) hours with payback to be at the accrued rate. Compensatory time off is paid at the employee's FLSA overtime rate.

7.7 Call Back and Overtime.

Employees called back to work overtime shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's ~~basic~~ base hourly ~~salary~~ rate plus mileage reimbursement at the ~~approved City~~established IRS mileage rate. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to time and one-half overtime for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback overtime pay.

7.8 Alternative Work Schedules/Flex Time.

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for, and may request, alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all Fair Labor Standards Act requirements.

Alternative Work Schedule:

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Flex-Time Work Schedule:

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

7.9 Court Appearance on Off-Duty Hours by Community Services Officers.

Any Community Services Officer appearing as a witness during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base~~regular~~ hourly rate. Any Community Services Officer so appearing shall be paid at a rate for actual time required, with a minimum of three (3) hours of compensation~~ except as outlined in Attachment C (see City memorandum dated August 17, 1995).~~.

7.10 Meal Allotment.

During the term of the MOU agreement, the City shall reimburse each employee in the Local One Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of $10 for the cost of a meal.

If an employee is required to work a sixth (6th) or seventh (7th) day during any regular scheduled workweek, the City shall also reimburse said employee a total of $10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

7.11 Rest Periods.

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) paid fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

ARTICLE VIII. STANDBY PAY

8.1 Employees Assigned.

Designated employees assigned to Standby are required to remain continuously available via the City assigned cellular telephone for the time period assigned to respond to calls for service. ~~An employee assigned to Standby must maintain an active home telephone number.~~

8.2 Method of Assignment.

Assignment for standby shall be made on an equalized rotating basis based on seniority.

8.3 Cell Phone Assignments.

City-provided cell phones will be carried for a two-week period in conjunction with pay periods. There will be a primary person and a secondary person assigned to standby status for each two-week period. There will be a seventy- (70) mile radius limit from the City of Pinole for persons carrying the ~~beepers~~cell phone.

8.4 Standby Protocol.

The Police Department will call the primary number twice in a 15-minute period. If there is no answer to these calls, the Police Department will call the secondary number. If whoever responds to a call requires assistance, they will call the other person on call. If there is no response within 15 minutes, the person who responded will call the home telephone number of the other on-call employee.

If unable to locate this person, the responding employee shall call other employees for assistance. The person not on call who responds will be remunerated at the standby pay at the holiday rate for that day. Persons on standby not responding to a call will not be paid for standby for that day (except if they had responded to another call and are unavailable).

8.5 Standby Schedule Assignments.

Schedule changes will have to have prior approval from the Public Works Director/City Engineer through the Public Works Manager or Wastewater Treatment Plant Manager.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the cell phone may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cell phone. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

8.6 Standby Exceptions.

Standby assignments for the Wastewater Treatment Plant personnel and the Wastewater Mechanic shall be identical of the above except that these personnel will carry the cell phone through Monday because of days off. There will be only one employee assigned to standby per two-week period.

8.7 Rest Periods While on Standby.

An employee on standby who is called out between 1:00 a.m. and 4:00 am and who performs a minimum of two (2) hours of work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift.

For purposes of determining the time frame of the rest period, an employee will be required to "clock out" upon their departure from their workplace. The employee shall use the City provided time method for this purpose located in their assigned workplace. It is understood that the six-hour rest period shall commence at the time the employee "clocks out" from work.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

8.8 Amount of Standby Pay.

During the term of this MOU agreement, the City agrees to pay the standby designee as follows:

- Weekday $40 per day
- Weekend $50 per day
- Holiday $60 per day

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

8.9 Mileage Reimbursement While on Standby.

Mileage reimbursement from portal to portal travel shall be paid to employees driving their personal vehicle when called back pursuant to the ~~City adopted~~IRS mileage reimbursement rate in effect for all city travel.

ARTICLE IV. ACTING IN HIGHER CLASSIFICATION

9.1 ~~Out-of-Class~~ Pay Defined and Rate of Pay.

In the event an employee is assigned and performs duties in a higher classification, following the fifth consecutive workday in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's regular base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

ARTICLE X. SICK LEAVE

10.1 Rate of Sick Leave Earned.

For full-time employees working 40 or more hours a week, ~~S~~sick leave shall be earned and accrued at the rate of ~~one~~ eight ~~hour working day~~ (8) hours~~)~~ for each continuous full calendar month of service and shall, or 3.69 hours per pay period in pay status. The employee must be in paid leave status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

10.2 Sick Leave Incentive.

Employee sick leave use shall be reviewed by the City at the end of each calendar year to determine if any employee qualifies for the sick leave incentive. Employees who do not use any sick leave for six consecutive months, July 1st through December 31st, and January 1st through June 30th, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than ~~one additional~~ eight (8) hours ~~day~~ of vacation in any calendar year.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

10.3 Use of Sick Leave for Family Care.

Employees may use sick leave for illness or disability in his/her immediate family. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year.

10.4 Use of Sick Leave.

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

10.5 Other Use of Sick Leave.

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

ARTICLE XI. HOLIDAYS

11.1 Authorized Legal Holidays.

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices that is signed by the President of the United States, shall be at the discretion of the City.

Effective the first pay period of the fiscal year, ~~Employees~~ employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

11.2 List of Official Holidays.

Employees shall receive ~~eleven~~ twelve (~~11~~12) annual paid holidays as follows:

- *January 1* *New Year's Day*

• *Third Monday in January*	*Martin Luther King's Birthday*
• *Third Monday in February*	*Washington's Birthday*
• *Last Friday in March*	*~~Caesar~~ Cesar Chavez Day*
• *Last Monday in May*	*Memorial Day*
• *June 19*	*Juneteenth*
• *July 4*	*Independence Day*
• *First Monday in September*	*Labor Day*
• *November 11*	*Veteran's Day*
• *Fourth Thursday in November**	*Thanksgiving*
• *Fourth Friday in November***	*Day after Thanksgiving*
• *December 25*	*Christmas*

* 11/25/2021 and 11/24/2022
** 11/26/2021 and 11/25/2022

All Holidays re eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday falls on a workday in which they are scheduled to work more than 8 hours, the employee must use their accrued vacation or compensatory time off to make up the difference between the 8 hours and their scheduled hours.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

~~City and Union agree to not change the number of holidays currently listed, and agree to "me, too" language if holiday provisions change with AFSCME.~~

11.3 Holidays Falling on Saturday or Sunday.

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days fall on a Sunday, the following Monday shall be considered a holiday for pay purposes.

11.4 Holidays Falling on a Regularly Scheduled Day Off.

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

11.5 Compensation for Hours Worked on a Holiday.

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XII. VACATION

12.1 Vacation Schedule and Seniority.

Upon supervisorial approval, ~~E~~employees shall be given their preference of vacation time, and in the case of conflict between employees, classification seniority shall prevail. To minimize any conflicts, employees shall submit request for vacation use for the proceeding six (6) months on or before January 10 and July 10 of each year. Seniority referred to herein shall be defined as the date of hire by classification.

12.2 Vacation ~~Buy~~ Sell Back.

An employee with a minimum of three (3) years of service has the option to ~~buy~~ sell back up to fifty two (52) hours of vacation per calendar year, provided said employee has a minimum of 160 hours of vacation accumulated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

12.3 Rate of Vacation Earned.

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

Years of Completed Service	Hours Accrued Per Year/Pay Period	Maximum Accrual (Hrs)
0 through– 4	96/3.69	192
5 through– 9	144/5/53	288
10 through– 15	160/6.15	320
16+	192/7.38	384

Once an employee reaches their maximum vacation accrual ~~maximum~~hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of services, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XIII. MEDICAL INSURANCE

13.1 Medical Insurance Provided.

For full-time regular employees, the City agrees to contribute toward the employee's health premium as follows:

~~Rates:~~	~~2016 Kaiser~~
~~One Party Coverage:~~	~~$ 746.47~~
~~Two Party Coverage:~~	~~$ 1,492.94~~
~~Family Coverage:~~	~~$ 1,940.82~~

~~Effective 2018, the City's contribution toward the 2018 employee's health premium shall continue at the 2016 Kaiser rate at each level of coverage.~~

~~Effective January 1, 2019 the City's contribution toward the employee's health premium will reflect the 2018 Kaiser rate at each level of coverage.~~

~~Rates:~~	~~2018 Kaiser~~
~~One Party Coverage:~~	~~$ 779.86~~
~~Two Party Coverage:~~	~~$1,559.72~~
~~Family Coverage:~~	~~$2,027.64~~

Effective January 1, 2020 the City's contribution toward the employee's health premium will reflect the 2019 Kaiser rate at each level of coverage.

Effective January 1, 2022 the City's contribution toward the employee's health premium will reflect the 2021 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2023, the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

The City pays the medical premiums for the preceding month in the prior month. Employees share of medical premium are also deducted concurrently with the one month in advance. Any increase in the premium the City agrees to pay towards employees medical will be applied concurrently with the employee deduction.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

13.2 Retiree Medical Insurance.

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.

- Employees hired before July 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before July 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.

- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:

> (a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

> This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:
>
> (1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average

of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a

contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

13.3 Medical In-Lieu Payments.

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = $225 per month or $103.85 per pay period
- Two-party coverage = $450 per month or $207.69 per pay period
- Family coverage = $600 per month or $276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage ~~status~~ election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XIV. DENTAL INSURANCE

14.1 Dental Insurance Provided.

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 ~~for the employee~~ plus Family coverage if desired. Selection of the carrier shall be at the discretion of the City. The City provided dental insurance plan provides for a maximum annual dental payout of $1,500 for each employee and for each employee's eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

14.2 Orthodontic Insurance Provided.

During the term of this MOU agreement, employees as defined in Section 1.3, the City agrees to pay the premium for the employee ~~plus~~ and up to Family coverage if desired. Selection of the carrier is at the discretion of the City. The City provided orthodontic insurance plan provides for a maximum lifetime orthodontic payout of $1,500 for each employee and for each employee's eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XV. VISION INSURANCE

15.1 Vision Insurance Provided.

During the term of this MOU agreement, ~~and effective the first of the month, following contract execution,~~ the City agrees to pay the premium for employees as defined in Section 1.3 and up to full family vision care coverage. The City provided plan shall provide for a $20 co-payment for examination and a $20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XVI. LIFE INSURANCE

16.1 Life Insurance Provided.

During the term of this MOU agreement, the City agrees to provide term life insurance in the amount of $40,000 per employees as defined in Section 1.3 in the Local One unit. Selection of the carrier shall be at the discretion of the City.

16.2 Life Insurance Premium Rates.

During the term of this MOU agreement, the City shall pay ~~for all~~the premium ~~increases to~~ for life insurance coverage of $40,000 ~~per~~ for employees as defined in Section 1.3, per year per employee in the Local One unit.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XVII. DISABILITY INSURANCE

17.1 Disability Insurance Provided.

The City agrees to provide the State Short-Term Disability Insurance program, for employees as defined in Section 1.3. The costs of this program are the responsibility of the employee, paid through payroll deductions.

17.2 Long Term Disability Insurance ~~Premium Rates~~.

During the term of the MOU agreement, the City shall provide employees as defined in Section 1.3, at its own expense, long term disability insurance of two-thirds of salary up to $3,000 per month ($2,000 maximum benefit) with a 30-day waiting period.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

17.3 Disability Insurance Option for Upgrade.

Employees have the option to upgrade the Long-Term Disability plan to provide two-thirds of salary up to $5,000 per month at employee expense; provided that all Local One unit members opt for this upgraded coverage with said expense taken as a payroll deduction.

ARTICLE XVIII. DOMESTIC PARTNERSHIP AND COVERAGE DEFINED

18.1 Domestic Partnership and Coverage Defined.

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for eligible domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership in the form of a valid Certificate of Domestic Partnership issued by the California Secretary of State.

ARTICLE XIX. TUITION REIMBURSEMENT PROGRAM

19.1 Eligibility for Participation in the Tuition Reimbursement Program.

After completing one (1) year of service with the City, an employee ~~will be~~is eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in accredited qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of “C” or better, or “pass” if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of $600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee’s own time and at his/her own expense.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XX. PREMIUM PAY

20.1 Pesticide Applicators License.

During the term of the MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Pesticide Applicator's License and utilize said license in their job responsibilities ~~shall receive~~ an additional $75.00 per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is ~~if they are~~ eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.2 Agricultural Pest Control License.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Agricultural Pest Control Adviser's License and utilize said license in their job responsibilities ~~shall receive~~ an additional $75.00 per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is ~~if they are~~ eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.3 Wastewater Treatment Plant Operators Grade License.

During the term of the MOU agreement, when not required by the employee's specification, the City will pay those employees who have a current Wastewater Treatment Plant Operator's Certification Grade III License or above $75.00 per month. Employees who possess a higher-grade certificate than what is required in their assigned job classification shall also be eligible for this pay. For example, if an employee is classified by the City as a Wastewater Treatment Plant Operator I and possesses a State Wastewater Treatment Plant Operator II certification, he/she is eligible for this pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.4 International Certified Building Official Certificate.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current International Certified Building Official Certificate and utilize said certificate in their job responsibilities ~~shall receive~~ an additional $75.00 per month. The City will assume all costs of maintaining such licenses. ~~This pay shall only be provided to employees whose job classification does not require the certification, as outlined in the job description.~~ The Department Manager with the approval of the City Manager will determine whether an employee ~~if they are~~ is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.5 ASE Refrigerant Recovery and Recycling Review Certificate.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Air Conditioning License and utilize said license in their job responsibilities ~~shall receive~~ an additional $75.00 per month. ~~This pay shall only be provided to employees whose job classification does not require the certification, as outlined in the job description.~~ The Department Manager with the approval of the City Manager will determine whether an employee ~~if they are~~ is eligible for the additional ~~certificate~~ pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

20.6 Educational Degrees.

During the term of this MOU agreement, the City will pay those employees who have earned degrees from accredited college institution additional pay as follows:

- Associates of Art/Science Degree $ 75.00 per month or $34.61 per pay period
- Bachelor of Arts/Science Degree $150.00 per month or $69.23 per pay period

An employee is only eligible to receive educational degree premium pay for either an Associates of Arts/Science degree or Bachelor of Arts/Science degree. This amount of pay is based on an employee possessing either an AA/AS or a BA/BS degree and not for both. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010, employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

20.7 Bilingual Pay.

During the term of this MOU agreement, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 5% of their monthly base salary. This premium pay will be effective the first day of the pay period following successful completion of the testing process. The City retains the discretion to determine which classifications/positions and which languages, are eligible. This benefit shall not compound, nor be compounded by, any other additional compensation.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

ARTICLE XXI. RETIREMENT

21.1 CalPERS Retirement Plan.

The City shall provide retirement benefits through a contract with the Public Employees Retirement System (CalPERS). The City's retirement plan is the 2.5% at 55 Plan for "classic" employees as defined by PEPRA and CalPERS. Employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS are under the 2% at 62 Plan.

21.2 Employee and Employer Contribution Rates.

Employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS will be responsible to pay their contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate under the 2.5% at 55 Plan shall be as follows:

- ~~The City employer contribution shall not exceed 13.009%.~~
- ~~Any employer contribution in excess of the 13.009% cap shall be shared between the City and the employees. Shared amount shall be calculated as: Total employer contribution, minus 13.009%, multiplied by 50% (equal share of the contribution).~~

  A. Effective the full pay period that contains July 1, 2021, the employee's total CalPERS contribution (combined Employee contribution and Employee's share of the City's contribution) for employees shall be eighteen percent (18%).

  B. Effective the full pay period that contains July 1, 2022, the employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

22.1 Uniform Laundry Service.

The City shall provide a weekly laundry service to ~~the Police Property Specialist, and~~ all represented maintenance and related classes for which the City requires standard attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of~~for his/her~~ uniform laundry services provided to an employee shall be reported as compensation to the employee.

22.2 Safety Shoes.

~~Effective July 1, 2014, t~~The allowance provided by the City for the purchase of safety shoes, except for the Police Property Specialist, for maintenance and related job classifications for which the City requires safety shoes~~, shall be increased from $175.00 to~~ is $200.00 per year~~.~~ paid the first pay period in January annually. The allowance paid to employees becoming eligible throughout the year shall be prorated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

22.3 Community Services Officer and Police Property Specialist Uniform Allowance.

During the term of this MOU agreement, the City-provided uniform allowance for Community Services Officers and Police Property Specialist shall be $650.00 per year~~.~~, paid the first pay period in January annually. The allowance paid to employees becoming eligible for the allowance throughout the year shall be prorated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

22.4 Community Services Officer and Police Property Specialist Safety Equipment.

22.4.1 Police Property Specialist

Employees in the classification of Police Property Specialist shall be provided safety equipment by the Department, including a flashlight and holder and radio and holder, and other safety equipment as deemed necessary by the Department.

22.4.2 Types of Safety Equipment Required-Sworn

Community Services Officers (CSO) are required to purchase, maintain and replace the following items of safety equipment: duty belt, handcuffs, handcuff case, mace holder, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

22.4.3 Safety and Repair of Safety Equipment

Each CSO shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 22.4.2, that is not in a usable state due to damage or deterioration.

22.4.4 Amount of Safety Equipment Allowance

The City will provide each CSO $130.00 per fiscal year ($5.00 per pay period), for the purchase of the safety equipmentlisted in Section 22.4.2.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

22.5 Withholding Payment of Clothing Allowance.

Payment of the clothing allowance shall be withheld from employees in the following types of status:

a. ~~For the amount of~~ injury leave or sick leave in excess of three consecutive months;
b. Medical leave of absence without pay; and/or
c. Any leave, paid or unpaid, following an application for disability retirement.

It is the intent of this Article that the clothing allowance be paid only in those circumstances in which it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

ARTICLE XXIII. CERTIFICATION FEES

23.1 Payment for Certificate Issuance and Renewals.

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular status with the City shall be paid directly or reimbursed by the City to the employee.

23.2 Payment of Department of Transportation License Fees.

Driver's license fees shall not be included as a reimbursable cost; however driver's license fees related to Department of Transportation requirements, that is Class A or B license fees and the related medical examination shall be paid by the City.

An employee shall have the option to utilize any of the City's approved medical providers for the required medical examination (Concentra or Muir Diablo). The employee shall also have the option to use the Provider of their choice, however they shall only be reimbursed up to the City annually negotiated rates with Concentra and Muir Diablo.

ARTICLE XXV. BEREAVEMENT LEAVE

25.1 ~~Time Off for~~Paid Bereavement Leave.

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a paid bereavement leave ~~of absence~~ with full pay not to exceed five (5) workdays per incident. Certification of loss may be required under certain circumstances. ~~Employee shall take consecutive days off.~~ However, when it is reasonable and necessary and good cause is shown, and upon approval of the

Department Head and City Manager, three (3) additional paid bereavement days may be granted ~~to~~for such leave. All bereavement leave must be taken within one year of said incident. In order to receive compensation while absent on bereavement leave, the employee shall notify his or her immediate Supervisor or the Department Head prior to the time set for beginning his/her next shift.

25.2 Definition of Immediate Family.

For purposes of this section immediate family shall be defined to include spouse or eligible domestic partner certified by the California Secretary of State, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE XXVI. GRIEVANCE PROCEDURE

26.1 Grievance Defined.

A grievance is any dispute which arises out of the application, enforcement, or interpretation of this Agreement, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

26.2 Reflection for Use of Procedure.

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

26.3 Grievance Procedure Defined.

This grievance procedure is established to accomplish the following objectives:

a. To settle the disagreement at the employee-supervisor level, if possible.

b. To provide an orderly procedure to handle the grievance, through each level of supervision, if necessary.

c. To resolve the grievance as quickly as possible.

d. To correct. if possible, the cause of the grievance to prevent future similar complaints.

e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.

f. To promote harmonious relations among employees, their supervisors, and the departmental staff.

g. To insure fair and equitable treatment of all employees.

26.4 Grievance Process.

Conduct of Grievance Procedure shall be as follows:

a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, including an attorney or may represent him or herself in preparing and presenting his grievance at any level of review.

b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.

c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.

e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.

f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

26.5 Grievance Procedure.

The Grievance Procedure shall be as follows:

Step 1.

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

A grievance involving disciplinary action cannot be resolved at a level less than that at which the decision for disciplinary action was made. The aggrieved employee may

petition to the individual who initiated the action being grieved; or, may petition the next higher level of supervision for resolution of the grievance.

Step 2.

If the grievance is not resolved through the informal discussions, the employee will reduce the grievance to writing and submit copies to his Department Manager and the Personnel Officer within ten (10) calendar days of the discussion with his or her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

Step 3.

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his Department Manager to the City Manager in writing within ten calendar days of the receipt of the Department Manager‘s response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.
If the aggrieved employee selects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he/she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.
Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he then considers appropriate to review and settle the grievance. He/she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report.

If the grievance results from disciplinary action taken against the employee, and steps one and two of the grievance procedure have been exhausted, the City Manager as Hearing Officer shall conduct a hearing, within 30 days of the receipt of the employee's

appeal or Employee Appeals Board report if such has been requested. However, upon receipt of an Employee Appeals Board report, the grievance procedure may be concluded if mutually agreed between the grievant and the Department Manager.

If a hearing, though, is to be conducted, the City Manager may continue the hearing either for the convenience of the City or upon written application of the employee for a period not to exceed an additional 30 days. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the employee.

Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the employee and other persons may be examined as provided in Section 19580 of the Government Code, the employee may be represented by an attorney or his recognized employee organization, and the parties may submit all proper and competent evidence against or in support of the causes The City Manager shall render a written decision within fifteen days after concluding the hearing, and the decision of the City Manager shall be final and not subject to review or appeal by the City Council.

ARTICLE XXVII. PROBATIONARY PERIOD

27.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

27.2 Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time

of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

~~By mutual written agreement of the~~The Department Head may extend ~~and the employee~~, the initial probationary period beyond the ~~may exceed~~ twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

27.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

ARTICLE XXVIII. ~~AGENCY SHOP~~ Union Membership, Due Deduction, and New Employee Orientation

28.1 Union Membership

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status doing only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

~~Effective July 1, 1997, the City entered into an Agency Shop Agreement with Local One. All employees subject to this agreement must either join the Union, pay a service fee to the Union, or execute a written declaration stating that the employee 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. To that end, all employees must sign a form authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee.~~

~~Any employee hired by the City subject to this MOU on or after the date of implementation of this Article shall be provided with an authorization form listed above. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City of Pinole Personnel Department.~~

~~If the form is not completed properly and returned within five (5) working days, the City shall commence and continue a payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Union dues, service fee deductions or a charitable contribution for such employees shall be the beginning of the first pay period of employment.~~

~~The employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or service fee check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.~~

~~28.1~~ ~~Objection to Union Membership.~~

~~Any employee of the City, subject to this MOU, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Board, shall, upon presentation of verification of active membership in such religion, body, or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemptions and any supporting documentation must be submitted within fifteen (15) days of receipt by the City.~~

~~The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his or her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article, charitable deduction means a contribution to one of the following (non-secular/non-profit) charitable organizations: United Way, American Cancer Society or American Red Cross.~~

28.2 Annual AFSCME/Local One Financial Reports Required.

AFSCME / Local One shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.
~~Local One shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article, at the offices of the Union. Failure to file such a report within one hundred (100) days of within the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.~~

~~**28.3 Deduction of Union Dues.**~~

~~The City shall deduct Union dues or service fees and premiums for approved insurance programs from employees' pay in conformance with State and Local regulations. The City shall promptly pay to the designated payee all sums to be deducted. The City shall also provide a quarterly list to the Union of all persons making charitable deductions pursuant to the religious exemptions granted herein.~~

~~**28.4 Reimbursement for Costs of Implementing Article XXVII.**~~

~~The Union shall reimburse the City for actual, reasonable and necessary costs of reprogramming in order to implement this Article.~~

28.~~5~~3 Indemnification.

AFSCME / Public Employees Union, Local One shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.
~~Local One shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions that the employee was obligated to pay, but failed to pay, regardless of the reasons.~~

28.4 AB119 - New Employee Orientation (NEO)

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Public Employees Union, Local One) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as

such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

28.5 Notice Requirements

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 /Public Employees Union, Local One will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to, or following, the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME/ Local One)

bargaining unit, that the employee's position is represented by AFSCME / Local One. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

28.6 Reporting Requirements

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide Public Employees Union, Local One with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

ARTICLE XXIX. MANAGEMENT RIGHTS

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

a) The right to determine the mission of the City, including without limitation the City's agencies, department, divisions, boards, and commissions;

b) The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction location and determination of the size and mission of the work force;

c) The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for an position(s) within the City;

d) The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;

e) The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

f) The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualification are met;

g) The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;

h) The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;

i) The right to schedule and assign work, make reassignments and assign overtime work;

j) The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;

k) The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;

l) The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and

m) The right to maintain orderly, effective and efficient operations.

"The City's reservation of its management rights does not modify the City's obligation to meet and confer on the impacts of management rights decisions on the terms and conditions of employment of employees covered by this MOU, to the extent that meet and confer would be otherwise required by the Meyers Milias Brown Act."

ARTICLE XXX. DURATION

30.1 Term.

This Agreement shall be in full force and effect from July 1, ~~2018~~ 2021 to and through June 30, ~~2021~~2023.

30.2 MOU "Meet and Confer" Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of Section 28.3.

Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

The parties shall begin meeting to negotiate a successor agreement no later than February 1, ~~2021~~2023.

30.3 Notice of Termination.

This Agreement shall continue in force and effect thereafter from year to year unless either party gives written notice one hundred and twenty (120) days prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

30.4 Effective Date.

All provisions contained in this agreement are effective on the agreement execution date unless otherwise specified.

30.5 Continuation of MOU in Light of Federal/State Law Changes.

In the event any portion of this Agreement is declared null and void by superseding Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ~~insure~~ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

CITY OF PINOLE

~~Michelle Fitzer~~Andrew Murray, City Manager	Date

PUBLIC EMPLOYEES UNION, LOCAL ONE

Ana AvilesAvila, President	Date
~~Robert Ouellette~~Matt Jones, Team Member	Date
~~Lecia Rohrbach~~Linda Segundo, Team Member	Date

Return to Agenda

Jose Garcia, Team Member Date

_____ _____

Lisa A. Davis/PEU, Local One Date

Return to Agenda

COUNCIL REPORT

8G

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: APPROVE AN AMENDMENT TO CITY MANAGER ANDREW MURRAY'S AND CITY CLERK HEATHER IOPU'S EMPLOYMENT AGREEMENT TO REFLECT A 3% COST OF LIVING ADJUSTMENT (COLA) EFFECTIVE JULY 5, 2021

RECOMMENDATION

It is recommended that the City Council adopt resolutions:

1. Approving an amendment to City Manager Andrew Murray's Employment Agreement for a Cost of Living Adjustment (COLA) effective July 5, 2021, and

2. Approving an amendment to City Clerk Heather Iopu's Employment Agreement for a Cost of Living Adjustment (COLA) effective July 5, 2021.

BACKGROUND

On September 21, 2021, the City Council approved Memorandums of Understanding (MOUs) between the City of Pinole and AFSCME, Local 1, and IAFF.

The MOUs between the City and AFSCME, Local 1, and IAFF include a provision whereby the represented employees receive a COLA of 3% of the employees base hourly rate. For Fiscal Year 2021-2022, the 3% COLA would be effective the first full pay period following July 1, 2021 (July 5, 2021).

REVIEW AND ANALYSIS

Under their respective Employment Agreements, City Manager Murray and City Clerk Iopu are entitled to receive the same COLA as AFSCME employees. The attached contract amendments for the City Manager and City Clerk are reflective of a 3% COLA.

In compliance with SB 1436 and AB 1344, the local agency's legislative body must receive an oral report summarizing any adjustment to the compensation of a local agency executive before taking final action. Additionally, the oral report must be made during the same open meeting in which final action on the compensation is to be taken.

FISCAL IMPACT

The 3% COLA for the City Manager and the City Clerk have been included in the FY 2021-2022 budget. The annual salary for the City Manager and City Clerk will be $250,637.61 and $138,544.08, respectively.

ATTACHMENTS

Attachment A	Resolution approving the City Manager's Cost of Living Allowance
Exhibit A	Amendment to City Manager Murray's Employment Agreement
Attachment B	Resolution approving the City Clerk's Cost of Living Allowance
Exhibit A	Amendment to City Clerk Iopu's Employment Agreement

Return to Agenda

ATTACHMENT A

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO CITY MANAGER ANDREW MURRAY'S EMPLOYMENT AGREEMENT FOR A 3% COST OF LIVING ADJUSTMENT EFFECTIVE JULY 5, 2021

WHEREAS, the City Manager was hired in his current capacity on January 6, 2020; and

WHEREAS, on September 21, 2021, the City Council approved a Memorandum of Understanding (MOU) between the City of Pinole and AFSCME, Local 1 and IAFF; and

WHEREAS, the Memorandum of Understanding (MOU) between the City of Pinole and AFSCME, Local 1 and IAFF provide for a 3% cost of living adjustment to the represented employees for Fiscal Years 2021-22 through FY 2022-2023; and

WHEREAS, the 3% cost of living adjustment is effective the full pay period following July 1, 2021 (July 5, 2021); and

WHEREAS, the City Manager is entitled to receive the same cost of living adjustment as AFSCME employees, in accordance with his employment contract; and

WHEREAS, Council approval of the amendment to the City Manager's employment agreement is required to implement the cost of living adjustment.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve an amendment to the City Manager's employment agreement to provide for a three percent (3%) cost of living adjustment, hereunto attached as Exhibit A, bringing his annual salary to $250,637.61 and authorizes the Mayor to execute said Amendment.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of September 2021, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

_____
Norma Martínez-Rubin
Mayor

I hereby certify that the foregoing resolution was introduced, passed and adopted on adopted on this 21st day of September, 2021.

_____
Heather Iopu, CMC
City Clerk

Return to Agenda

EXHIBIT A

AMENDMENT # 2-2021 TO THE AGREEMENT FOR EMPLOYMENT OF ANDREW MURRAY

The Employment Agreement dated January 6, 2020 made and entered into by and between the City of Pinole ("the City"), a general law city, and Andrew Murray ("Murray" or "Employee") is being amended to reflect a three percent (3%) cost of living adjustment (COLA) commencing the pay period of July 5, 2021.

The Parties hereby agree to Amendment of the following sections of the Employment Agreement to read as.

Section 6 Compensation

a. Effective July 5, 2021, MURRAY shall be paid an annual base salary of Two Hundred Fifty Thousand Six Hundred and Thirty Seven Dollars and sixty-one cents ($250,637.61), less all applicable federal, state, and local withholding.

b. MURRAY shall receive cost of living salary adjustments equal to that provided to the AFSCME bargaining unit during the term of this Agreement. A three percent (3%) COLA will be provided to MURRAY on July 5, 2021, in the same manner as provided to the AFSCME unit.

c. MURRAY shall receive the benefits identified in Exhibit A to this Agreement.

All other terms and conditions of the January 2020 Employment Agreement and any amendments thereafter shall remain in full force and effect.

Andrew Murray _____

DATED: September 21, 2021

CITY _____
Norma Martinez-Rubin, Mayor

DATED: _____

ATTEST: APPROVED AS TO FORM:

_____ _____
Heather Iopu, CMC Eric Casher
City Clerk City Attorney

Return to Agenda

ATTACHMENT B

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO CITY CLERK HEATHER IOPU'S EMPLOYMENT AGREEMENT FOR A 3% COST OF LIVING ADJUSTMENT EFFECTIVE JULY 5, 2021

WHEREAS, the City Clerk was hired in her current capacity on March 18, 2019; and

WHEREAS, on September 21, 2021, the City Council approved a Memorandum of Understanding (MOU) between the City of Pinole and AFSCME, Local 1 and IAFF; and

WHEREAS, the Memorandum of Understanding (MOU) between the City of Pinole and AFSCME, Local 1 and IAFF provide for a 3% cost of living adjustment to the represented employees for Fiscal Years 2021-22 through FY 2022-2023; and

WHEREAS, the 3% cost of living adjustment is effective the full pay period following July 1, 2021 (July 5, 2021); and

WHEREAS, the City Clerk is entitled to receive the same cost of living adjustment as AFSCME employees, in accordance with the employment contract; and

WHEREAS, Council approval of the amendment to the City Clerk's employment agreement is required to implement the cost of living adjustment.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the amendment to the City Clerk's employment agreement to provide for a three percent (3%) cost of living adjustment, hereunto attached as Exhibit A, bringing her annual salary to $138,544.08 and authorizes the Mayor to execute said Amendment.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of September 2021, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

_____
Norma Martínez-Rubin
Mayor

I hereby certify that the foregoing resolution was introduced, passed and adopted on adopted on this 21st day of September, 2021.

_____
Heather Iopu, CMC
City Clerk

Return to Agenda

EXHIBIT A

AMENDMENT # 2- 2021 TO THE AGREEMENT FOR EMPLOYMENT OF HEATHER IOPU

The Employment Agreement dated March 2019 made and entered into by and between the City of Pinole ("the City"), a general law city, and Heather Iopu ("Iopu" or "Employee") is being amended to reflect a three percent (3%) cost of living adjustment effective the pay period commencing July 5, 2021.

The Parties hereby agree to Amendment of the following sections of the Employment Agreement to read:

Section 6 Compensation

a. IOPU shall be paid an annual base salary of $134,508.82 or $11,209.07 per month, less all applicable federal, state and local withholding. IOPU shall be considered for a merit increase annually in conjunction with the completion of her performance evaluation, as outlined in paragraph 11. Merit increases shall subject to the City's ability to pay for a salary adjustment.

All other terms and conditions of the March 2019 Employment Agreement shall remain in full force and effect.

Heather Iopu _____

DATED: September 21, 2021

CITY _____
Norma Martinez-Rubin, Mayor

DATED: _____

ATTEST: APPROVED AS TO FORM:

_____ _____
Hector De La Rosa
Assistant City Manager

Eric S. Casher
City Attorney

Return to Agenda

CITY COUNCIL REPORT

8H

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, SR. PROJECT MANAGER

SUBJECT: ADOPT REVISED PLANS AND SPECIFICATIONS FOR THE SAN PABLO AVENUE REHABILITATION PROJECT (CIP PROJECT # RO1801)

RECOMMENDATION

Staff recommends that the City Council approve a resolution (Attachment A) adopting revised plans and specifications for the San Pablo Avenue Rehabilitation project (CIP Project # RO 1801, the "Project").

BACKGROUND

The San Pablo Avenue Rehabilitation project is an approved project in the City of Pinole's current adopted Capital Improvement Plan (CIP). The Project involves roadway rehabilitation of San Pablo Avenue from the western city limits to Pinole Shores Drive and includes installation of curb ramps, a pedestrian island median, retaining wall, pavement stripes and markings, base failure repairs, and asphalt pavement grinding overlay.

The total estimated amount for the construction phase is $1,328,572.50 which includes a 10% contingency ($105,025.50) and 15% construction engineering ($173,292.00). The engineer's estimate for this project is $1,050,255.00. The City received an allocation of $586,000 from the second round of One Bay Area Grant Program (OBAG 2) Local Street and Roads Preservation Program for the Project. These funds are administered by the State of California Department of Transportation (Caltrans).

City staff also submitted a funding request in the amount of $742,000 in response to Congressman Thompson's Community Project Funding proposal solicitation for the INVEST in America Act. This bill included $19.03 million in Federal funding as part of the Member Designated Project program which includes $742,000 for the Project. This legislation has passed the House, and must pass the Senate and be signed into law by President Biden in order for the funding to be approved.

In accordance with the California Public Contract Code Section 22039, the governing body of the participating public agency or its designated representative shall adopt plans, specifications, and working details for all public projects exceeding two hundred thousand dollars ($200,000).

On July 20, 2021, City Council adopted Resolution 2021-61 accepting and appropriating $586,000 in grant funds from the State of California Department of Transportation (Caltrans) to Measure J (Fund 215) and also adopted plans and specifications for the San Pablo Avenue Rehabilitation project (CIP Project # RO 1801).

REVIEW & ANALYSIS

Following the July 20, 2021 City Council meeting, the specifications have been revised to address comments from the City Council and add required contract provisions in accordance with Federal-aid funding requirements. Revisions include:

- Removal of references to City of Pinole's Redevelopment Agency
- Removal of local hiring language and resolutions
- Addition to the Construction Methods in the Special Provision, a clause for hazardous materials (i.e., yellow striping removal)
- Addition of Exhibit 15-G Construction Contract DBE Commitment
- Addition of Exhibit 15-H DBE Good Faith Efforts
- Addition of Form FHWA 1273 – Required Contract Provisions Federal-Aid Construction Contracts'

Advertising for competitive bidding and the bidding process will be done in accordance with the Public Contract Code and Uniform Construction Cost Accounting Act, and applicable chapters of the Caltrans Local Assistance Procedures Manual.

In accordance with the City's Procurement Policy, City staff will return to the City Council to recommend award of the construction contract. The bid opening date is planned for October 25, 2021.

FISCAL IMPACT

There is no fiscal impact associated with adopting the plans and specifications for the Project. Funding for the Project is approved in the CIP.

Exact costs will not be known until the bidding process is complete. City staff will return to City Council to award the construction contract.

ATTACHMENT(S)

A. Resolution

B. Plans and specifications

ATTACHMENT A

RESOLUTION NO. 2021 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, ADOPTING REVISED PLANS AND SPECIFICATIONS FOR THE SAN PABLO AVENUE REHABILITATION PROJECT (CIP PROJECT # RO1801)

WHEREAS, the City of Pinole ("City") adopted a Capital Improvement Plan (CIP) that includes the rehabilitation of San Pablo Avenue from the western city limit to Pinole Shores Drive; and

WHEREAS, the San Pablo Avenue Rehabilitation Project includes installation of curb ramps, a pedestrian island median, retaining wall, pavement stripes and markings, base failure repairs, and asphalt pavement grinding overlay; and

WHEREAS, the total estimated amount for the construction phase is $1,328,572.50 which includes a 10% contingency ($105,025.50) and 15% construction engineering ($173,292.00); and

WHEREAS, the engineer's estimate for the San Pablo Avenue Rehabilitation Project is $1,050,255.00; and

WHEREAS, the City received an allocation of $586,000 from the second round of One Bay Area Grant Program (OBAG 2) Local Street and Roads Preservation Program for this project; and

WHEREAS, in accordance with the California Public Contract Code Section 22039, the governing body of the participating public agency or its designated representative shall adopt plans, specifications, and working details for all public projects exceeding two hundred thousand dollars ($200,000); and

WHEREAS, on July 20, 2021, City Council adopted Resolution 2021-61 accepting and appropriating $586,000 in grant funds from the State of California Department of Transportation (Caltrans) to Measure J (Fund 215) and adopted plans and specifications for the San Pablo Avenue Rehabilitation project (CIP Project # RO 1801); and

WHEREAS, the specifications have been revised to address comments from the City Council and add required contract provisions in accordance with Federal-aid funding requirements; and

WHEREAS, advertising for competitive bidding and the bidding process will be done in accordance with the Public Contract Code and Uniform Construction Cost Accounting Act, and applicable chapters of the Caltrans Local Assistance Procedures Manual; and

WHEREAS, in accordance with the City's Procurement Policy, City staff will return to the City Council to recommend award of construction contract.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pinole hereby adopts revised plans and specifications for the San Pablo Avenue Rehabilitation project (CIP Project # RO1801).

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of September 2021 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 21st day of September 2021.

_____

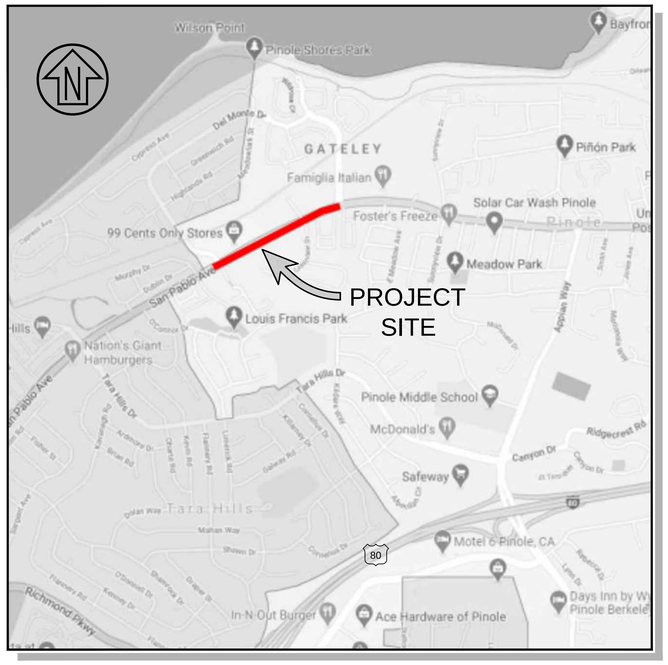
Heather Iopu, CMC
City Clerk

Return to Agenda

ATTACHMENT B

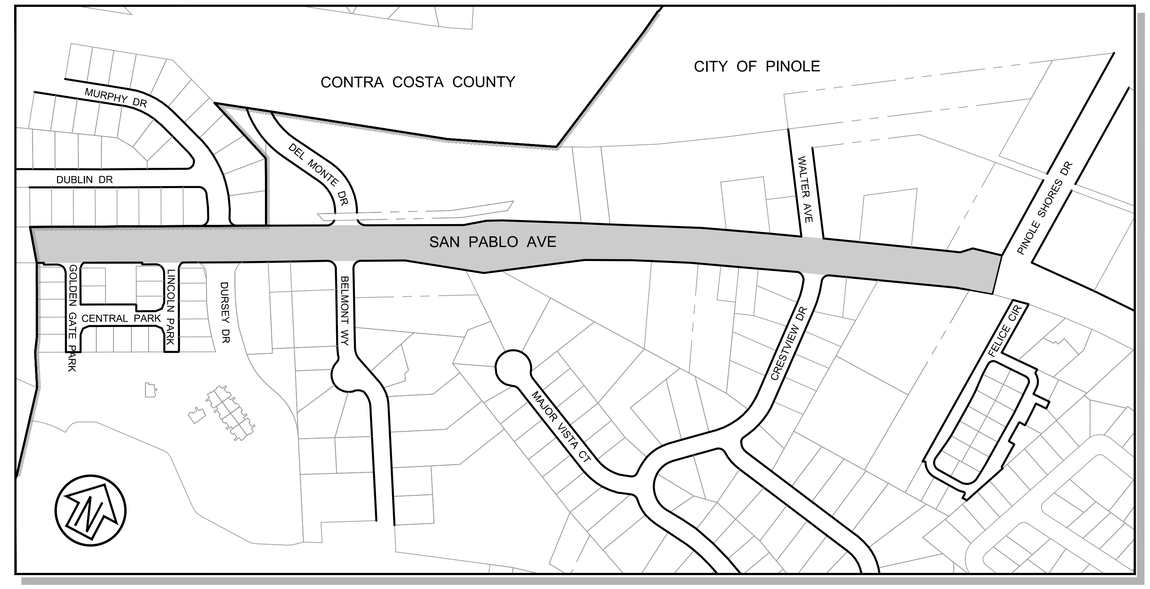
SAN PABLO AVENUE REHABILITATION PROJECT

PROJECT No. R01801
CITY OF PINOLE
CONTRA COSTA COUNTY, CALIFORNIA



VICINITY MAP

SCALE: NTS



LOCATION MAP

SCALE: 1" = 200'

SHEET INDEX

C1.00	1	COVER SHEET
C1.01	2	ABBREVIATIONS, GENERAL NOTES & LEGEND (FUTURE SHEET)
C1.02	3	TYPICAL SECTION DETAILS
C2.00	4	STREET COMPOSITE PLAN (CITY LIMITS STA 1+00 to DEL MONTE SHOPPING CENTER STA 14+00)
C2.01	5	STREET COMPOSITE PLAN (DEL MONTE SHOPPING CENTER STA 14+00 TO PINOLE SHORES DR STA 27+42)
C3.00	6	CURB RAMP ENLARGEMENT PLAN - GOLDEN GATE PARK & LINCOLN PARK (WEST) INTERSECTIONS
C3.01	7	CURB RAMP ENLARGEMENT PLAN - LINCOLN PARK (EAST) & DURSEY DR INTERSECTIONS
C3.02	8	CURB RAMP ENLARGEMENT PLAN - DEL MONTE DR & BELMONT WY INTERSECTIONS
C3.03	9	CURB RAMP ENLARGEMENT PLAN - MID-BLOCK CROSSING STA 17+07 to STA 17+34
C3.04	10	CURB RAMP ENLARGEMENT PLAN - WALTER AVE INTERSECTION
C3.05	11	CURB RAMP ENLARGEMENT PLAN - CRESTVIEW DR INTERSECTION
C4.00	12	PAVEMENT SIGNING & STRIPING PLAN
C4.01	13	PAVEMENT SIGNING & STRIPING PLAN
C5.00	14	DETAIL SHEET

811 Know what's below. Call before you dig.

REVIEWED BY

TAMARA MILLER, CITY ENGINEER
PE 41813 EXP 03-31-2022

07/14/2021
DATE

Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
Land Planning | Construction Management
45 Leveroni Court
Novato, CA 94949
tel: 415.883.9850
fax: 415.883.9835
http://www.cswst2.com
©2021

City	Pinole
County	Contra Costa
State	California

SAN PABLO AVE REHABILITATION

COVER SHEET

CITY OF PINOLE

Prepared Under the Direction of:
RICHARD J. SOUZA
No. 67892
CIVIL
STATE OF CALIFORNIA

Sheet
C1.00

Scale:	As Shown
Date:	07/14/2021
Project # :	R01801
Sheet # :	1 of 14

Return to Agenda

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
BVC	BEGIN VERTICAL CURVE
CB	CATCH BASIN
CJ	CONTROL JOINT
CL	CENTERLINE / CONTROL LINE
CP	CONTROL POINT
C&G	CURB AND GUTTER
DI	DROP INLET
DL	DAYLIGHT
DWY	DRIVEWAY
EG	EXISTING GRADE
EL	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
FL	FLOWLINE
FS	FINISH SURFACE
GB	GRADE BREAK
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HP	HIGH POINT
INV	INVERT
JP	JOINT POLE
LF	LINEAR FEET
LP	LOW POINT
MH	MAINTENANCE HOLE
NTS	NOT TO SCALE
O.C.	ON CENTER
P.C.C.	PORTLAND CEMENT CONCRETE
POC	POINT ON CURVE
PRO	PROPOSED
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
RW	RIGHT OF WAY
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FEET
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
TC	TOP OF CURB
UCS	MARIN COUNTY UNIFORM CONSTRUCTION STANDARDS
UNO	UNLESS NOTED OTHERWISE
VIF	VERIFY IN FIELD

SYMBOLS

EXISTING		PROPOSED
	BOLLARD	
	FLOW DIRECTION	
	SIGN	
	TREE / TREE TO BE REMOVED	
	LIGHT - POST MOUNTED	
PP	POWER POLE (WITH GUY)	
SSCO	SANITARY SEWER - CLEANOUT	
	STORM DRAINAGE - AREA DRAIN	
SDCO	STORM DRAINAGE - CLEANOUT	
	STORM DRAINAGE - DROP INLET	
	FOUND / SET - CONTROL POINT	
N/A	DETAIL NUMBER	X
	SHEET NUMBER	X

LINETYPES

EXISTING		PROPOSED
CTV	CABLE TELEVISION	CTV
30	CONTOUR - MAJOR	30
	CONTOUR - MINOR	
E	ELECTRICAL LINE	N/A
	FENCE	
	FLOWLINE / SWALE	
G	GAS LINE	N/A
	RIGHT OF WAY	N/A
	RETAINING WALL	
SS	SANITARY SEWER	N/A
	STORM DRAIN	N/A
	TOE OF BANK	
	TOP OF BANK	
	TREE DRIPLINE	N/A
W	WATER	N/A

CORING LOG

CORE No.	LOCATION	HMA LAYER (INCHES)	AB LAYER (INCHES)	R-VALUE
1	WB2 - 450' FROM PINOLE SHORES DR	6	20-1/2	-
2	WB1 - 860' FROM PINOLE SHORES DR	7	22	-
3	WB2 - 1,320' FROM PINOLE SHORES DR	7	20	-
4	WB1 - 1,625' FROM PINOLE SHORES DR	6-1/2	22-1/2	-
5	WB2 - 2,100' FROM PINOLE SHORES DR	9-1/2	17	-
6	WB1 - 2,425' FROM PINOLE SHORES DR	16-1/2	1	12
7	EB1 - 360' FROM WEST CITY LIMIT	16	10	-
8	EB1 - 750' FROM WEST CITY LIMIT	8	20	-
9	EB1 - 1,370' FROM WEST CITY LIMIT	6-1/2	18	28
10	EB1 - 1,840' FROM WEST CITY LIMIT	6	17	-
11	EB1 - 2,220' FROM WEST CITY LIMIT	6-1/4	21-1/2	-
12	EB1 - 2,550' FROM WEST CITY LIMIT	7-1/2	19-1/2	-

PRESERVATION OF SURVEY MONUMENTS

ALL CITY OF PINOLE (CITY) MONUMENTS LOCATED WITHIN THE PROJECT AREA SHALL BE REFERENCED PRIOR TO WORK COMMENCING BY A LICENSED LAND SURVEYOR AS REQUIRED BY SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE. CORNER RECORDS OF THIS WORK SHALL BE SUBMITTED FOR FILING TO BOTH THE COUNTY SURVEYOR OF MARIN COUNTY, AND THE CITY OF PINOLE PUBLIC WORKS DEPARTMENT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF EXISTING SURVEY MONUMENTS, BENCHMARKS, REFERENCE MARKS AND STAKES. SHOULD ANY SURVEY MONUMENTS, BENCHMARKS, REFERENCE POINTS, OR STAKES BE DAMAGED OR DESTROYED DURING THE PERFORMANCE OF THIS WORK, THE CONTRACTOR SHALL REPLACE SAID ITEMS PER CITY CONSTRUCTION STANDARDS IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND CONTACT THE CITY ENGINEER FOR FINAL INSPECTION AND ACCEPTANCE OF THE WORK.

CONSTRUCTION NOTES:

1. SAWCUT EXISTING PAVEMENT AT LIMIT OF WORK, TYPICAL.
2. PROTECT ALL DRAINAGE AND SEWAGE STRUCTURES AND PIPES FROM INFILTRATION OF ALL CONSTRUCTION DEBRIS FOR THE DURATION OF THE WORK.
3. CURB RAMPS SHALL BE LOCATED AS SHOWN WITHIN THESE PLANS AND ADJUSTED IN THE FIELD BY THE ENGINEER, IF NECCESSARY.

GENERAL NOTES:

1. TRAFFIC INDEX = 8.0
2. ALL MEASURED DISTANCES AND DIMENSIONS ARE SHOWN IN DECIMAL FEET THEREOF.
3. UTILITIES AS SHOWN CONFORM TO AVAILABLE RECORD DATA. THE EXISTENCE, LOCATION AND CHARACTERISTICS OF UNDERGROUND UTILITY INFORMATION SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION AND DEPTHS BY POTHOLING OF ALL UTILITIES WITH APPROPRIATE AGENCIES, AND TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ANY CONFLICTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF THE SITE, DURING INTERIM CONDITIONS OF CONSTRUCTION.
5. CONTRACTOR SHALL PROVIDE ALL MATERIAL, LABOR, EQUIPMENT, FOR INSTALLATION, IMPLEMENTATION, AND MAINTENANCE OF ALL SURFACE WATER POLLUTION PREVENTION MEASURES THROUGHOUT THE FULL EXTENT OF THE PROJECT. SURFACE WATER IS CLASSIFIED AS ANY BODY OF WATER ABOVE GROUND.
6. THE CONTRACTOR SHALL INVESTIGATE THE SITE AND BE AWARE OF LIMITED OVERHEAD CLEARANCES.
7. ALL MAINTENANCE HOLES, CLEANOUTS AND WATER VALVES SHALL BE ADJUSTED TO GRADE WITHIN 48 HOURS OF PAVING. ALL PAVING SHALL BE COMPLETED WITHIN 24 HOURS OF RAISING THE UTILITY TO GRADE.
8. REVOCABLE ITEM - THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING ALL UTILITY BOXES TO THE GRADE, INCLUDING COORDINATING WITH ALL UTILITY PROVIDERS.
9. ALL STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEASURE AND MARK EXISTING STRIPING , PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS PRIOR TO AND DURING THE STREET WORK. LAYOUT MARKINGS SHALL BE LAID OUT IN ADVANCE OF FINAL STRIPING. ALL LAYOUT MARKINGS SHALL BE APPROVED IN WRITING BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE ONE WEEK TIME PERIOD FOR REVIEW OF LAYOUT MARKINGS. STRIPING CHANGES SHALL BE APPROVED BY THE CITY ENGINEER.
10. PAVEMENT MARKINGS DISTURBED, DAMAGED IN ANY FORM, OR TO ANY DEGREE WHILE THE CONTRACTOR HAS CUSTODY OF THE SITE SHALL BE REPLACED IN THEIR ENTIRETY AT CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL CONTACT ENGINEER IN ADVANCE OF ANY DEMOLITION. CONTRACTOR SHALL ADHERE TO THE CITY'S SPECIFICATIONS AND RECOMMENDATIONS FOR TREE PRESERVATION.

BASIS OF TOPOGRAPHY

FIELD SURVEY PERFORMED AT ALL CURB RAMP IMPROVEMENT IN MARCH 2021. ROADWAY TOPOGRAPHIC INFORMATION IS BASED ON GPS SURVEY AND IS APPROXIMATE ONLY.

BENCHMARK

VERTICAL DATUM IS NGVD 88.

GEOTECHNICAL CORES

PAVEMENT RESTORATION RECOMMENDATIONS AND ASPHALT CONCRETE CORING CONDUCTED BY PAVEMENT ENGINEERING INC. AND SUMMARIZED IN THE REPORT ENTITLED "DEFLECTION ANALYSIS FOR THE CITY OF PINOLE PAVEMENT REHABILITATION PROJECT", DATED MARCH 16, 2021.

SURVEY CONTROL POINTS

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2192420.7300	6037993.6200	49.38	CP CUT X
2	2193277.8099	6039574.7555	91.56	CP CUT X
3	2192571.0740	6038187.2251	57.10	CP CUT X
4	2192616.1607	6038460.9221	65.50	CP CUT X
5	2192807.6011	6038636.6696	70.96	CP CUT X
6	2192977.1467	6038933.1726	77.34	CP CUT X
7	2193112.8996	6039199.1881	83.68	CP CUT X
8	2193192.6735	6039373.3648	87.75	CP CUT X
9	2192298.725	6037864.291	42.07	CP CUT X

POLLUTION CONTROL NOTES:

1. IF SIGNIFICANT SEDIMENT OR OTHER VISUAL SYMPTOMS OF IMPURITIES ARE NOTICED IN THE STORM WATER, CONTACT THE ENGINEER IMMEDIATELY.
2. CONTRACTOR IS RESPONSIBLE FOR INSPECTION AND RESTORATION OF ALL ASPECTS OF THIS PLAN. SEDIMENT ON SIDEWALKS AND GUTTERS SHALL BE REMOVED BY SHOVEL AND/OR BROOM AND PLACED IN STOCKPILES.
3. ALL DUMPSTERS OR OTHER TRASH STORAGE ENCLOSURES SHALL BE UTILIZED SOLELY FOR NON-HAZARDOUS MATERIALS.
4. ALL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS ARE RESPONSIBLE FOR CONFORMING TO THE ELEMENTS SHOWN ON THIS PLAN OR RELATED DOCUMENTS.
5. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND FILING ALL PLANS WITH RELATED AGENCIES ASSOCIATED WITH THEIR WORK. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, PERMITS FOR STORAGE OF HAZARDOUS MATERIALS, BUSINESS PLANS, PERMITS FOR STORAGE OF FLAMMABLE LIQUIDS. ALL CONTRACTORS, OR SUBCONTRACTORS WORKING ON-SITE ARE INDIVIDUALLY RESPONSIBLE FOR OBTAINING AND SUBMITTING ANY BUSINESS PLANS OR PERMITS REQUIRED BY CITY, STATE OR LOCAL AGENCIES.
6. CONTRACTOR SHALL LOCATE STORAGE, DELIVERY, OR WASH-OUT AREAS, TO SUIT THEIR OPERATIONS. CONTRACTOR TO MAINTAIN SECONDARY CONTAINMENT AS NECESSARY TO PROHIBIT POLLUTION AND TOXIC MATERIALS FROM ENTERING STORM DRAIN.
7. CONTRACTOR SHALL UTILIZE SILT FILTERS DURING CONCRETE CONSTRUCTION NEAR EXISTING STORM DRAINAGE SYSTEM. AFTER COMPLETION OF THE SIDEWALK, DRIVEWAYS, CURB, GUTTER, AND PAVING, THE SILT FILTERS SHALL BE MODIFIED TO BURLAP SACKS FILLED WITH 3/4" DRAIN ROCK OR OTHER ACCEPTED BMP POSITIONED SURROUNDING EACH CATCH BASIN.

EROSION CONTROL NOTES:

1. NO VEHICLES SHALL BE ALLOWED TO TRACK OR SPREAD SOIL FROM THE CONSTRUCTION AREAS ONTO EXISTING PAVED PUBLIC STREETS.
2. THE EROSION AND SEDIMENT CONTROL MEASURES WILL BE OPERABLE DURING THE RAINY SEASON, OCTOBER 1ST TO APRIL 15TH. NO GRADING WILL OCCUR BETWEEN OCTOBER 1ST AND APRIL 15TH, UNLESS AUTHORIZED BY THE CITY.
3. DURING THE RAINY SEASON, ALL PAVED AREAS WILL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE WILL BE MAINTAINED SO THAT A MINIMUM OF SEDIMENT-LADEN RUNOFF ENTERS THE STORM DRAIN SYSTEM. THESE PLANS SHALL REMAIN IN EFFECT UNTIL THE IMPROVEMENTS ARE ACCEPTED BY THE TOWN, AND ALL SLOPES ARE STABILIZED FROM EROSION.

URBAN RUNOFF POLLUTION NOTES:

1. STABILIZE ALL DENUDED AREAS AND MAINTAIN EROSION CONTROL MEASURES CONTINUOUSLY FOR THE DURATION OF THE PROJECT.
2. REMOVE SPOILS PROMPTLY AND AVOID STOCKPILING OF FILL MATERIALS WHEN RAIN IS FORECAST. IF RAIN THREATENS, STOCK- PILED SOILS AND OTHER MATERIALS SHALL BE TARPED, AT THE REQUEST OF THE ENGINEER.
3. STORE, HANDLE AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTES SO AS TO PREVENT THEIR ENTRY TO THE STORM DRAIN SYSTEM. CONTRACTOR MUST NOT ALLOW CONCRETE, WASHWATERS, SLURRIES, PAINT OR OTHER MATERIALS TO ENTER CATCH BASINS OR TO ENTER SITE RUNOFF.
4. USE FILTRATION OR OTHER MEASURES TO REMOVE SEDIMENT FROM DEWATERING EFFLUENT.
5. NO CLEANING, FUELING OR MAINTAINING VEHICLES ON SITE SHALL BE PERMITTED IN ANY MANNER THAT ALLOWS DELETERIOUS MATERIALS TO ENTER CATCH BASINS OR TO ENTER SITE RUNOFF.
6. CONTRACTOR TO RELOCATE CONCRETE WASHDOWN, VEHICLE STORAGE DELIVERY, AND NON HAZARDOUS WASTE AREAS AS NECESSARY TO FACILITATE THEIR OPERATION AND PROMOTE POLLUTION CONTROL.

BMP IMPLEMENTATION SCHEDULE:

1. BMP'S APPROPRIATE FOR THE WORK BEING DONE SHALL BE IN PLACE AT ALL TIMES.
2. PERIMETER CONTROL AND EXISTING INLET PROTECTION SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.
3. ALL OTHER BMP'S SHALL BE INSTALLED AT COMPLETION OF CONSTRUCTION OF EACH INLET.

PAVEMENT REHABILITATION RECOMMENDATIONS

STA 1+00 (CITY LIMIT) TO STA 5+20± (CHANGE OF PAVEMENT AT LINCOLN PARK)

HMA	MILL 5" / 2 $\frac{1}{2}$" HMA LEVELING COURSE / PAVEMENT FABRIC / 2 $\frac{1}{2}$" HMA SURFACE COURSE
DIG-OUT REPAIRS	11" DIGOUT OF BASE FAILURES

STA 5+20± (CHANGE OF PAVEMENT AT LINCOLN PARK) TO STA 27+42 (PINOLE SHORES DR)

HMA	MILL 2 $\frac{1}{2}$" / $\frac{1}{2}$" HMA LEVELING COURSE / PAVEMENT FABRIC / 1 $\frac{1}{2}$" HMA SURFACE COURSE
DIG-OUT REPAIRS	4" DIGOUT OF BASE FAILURES

**RECOMMENDATIONS PER PAVEMENT ANALYSIS REPORT PREPARED BY PAVEMENT ENGINEERING INC. ON MARCH 16, 2021*

Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

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City: Pinole
County: Contra Costa
State: California

SAN PABLO AVE REHABILITATION

ABBREVIATIONS, GENERAL NOTES, AND LEGEND

CITY OF PINOLE

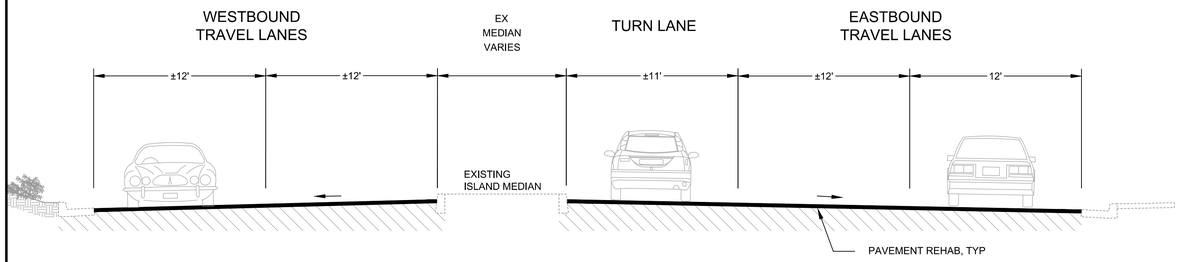
Prepared Under the Direction of:
REGISTERED PROFESSIONAL ENGINEER
RICHARD J. SOUZA
No. 67892
CIVIL
STATE OF CALIFORNIA

Sheet
C1.01

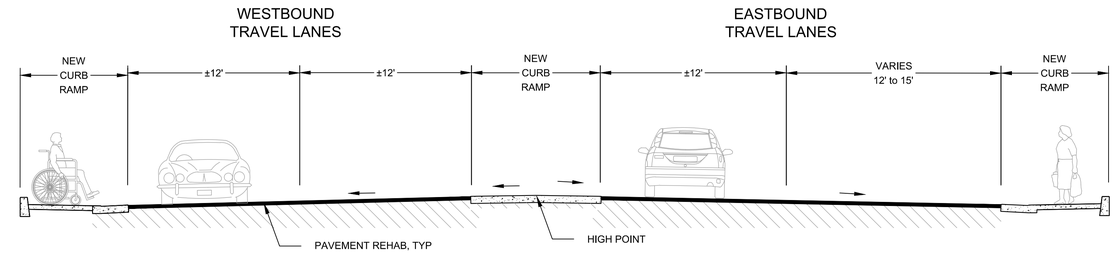
Scale:	As Shown
Date:	07/14/2021
Project # :	R01801
Sheet # :	2 of 14

Docusign Envelope ID: 6B1B8E8D-E7A7-4E7D-A3D2-2F0A0E2A7B0E
Project: San Pablo Avenue Rehabilitation/DWG/Sheet/ch 01 - ABBREVIATIONS GENERAL NOTES & LEGEND.dwg 07/13/2021 - 06:19 PM Pages: 11

Return to Agenda



A TYPICAL SECTION DETAIL (STATION 4+50 TO 5+50)
SCALE: 1" = 10'



C MID-BLOCK CROSSING SECTION DETAIL (STATION 17+15)
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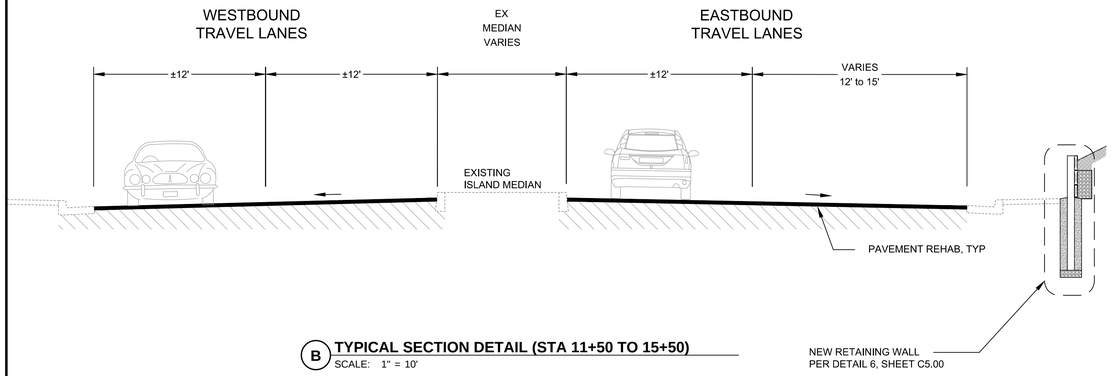

B TYPICAL SECTION DETAIL (STA 11+50 TO 15+50)
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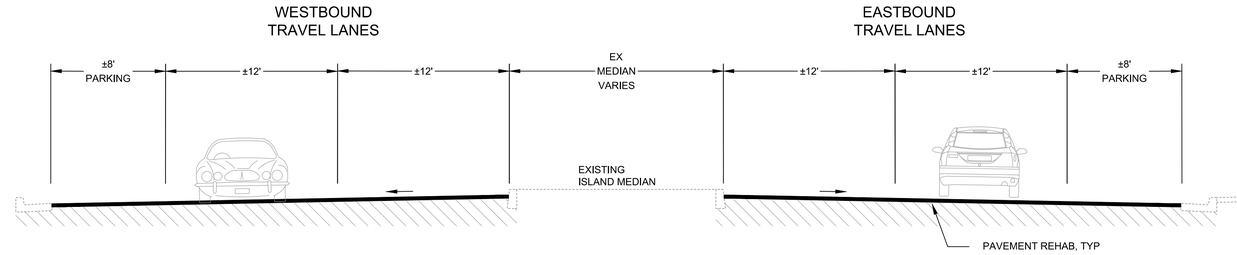

D TYPICAL SECTION DETAIL (STA 24+00 TO 26+25)
SCALE: 1" = 10'

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SAN PABLO AVE REHABILITATION
TYPICAL SECTION DETAILS
CITY OF PINOLE

Prepared Under the Direction of:
REGISTERED PROFESSIONAL ENGINEER
RICHARD J. SOUZA
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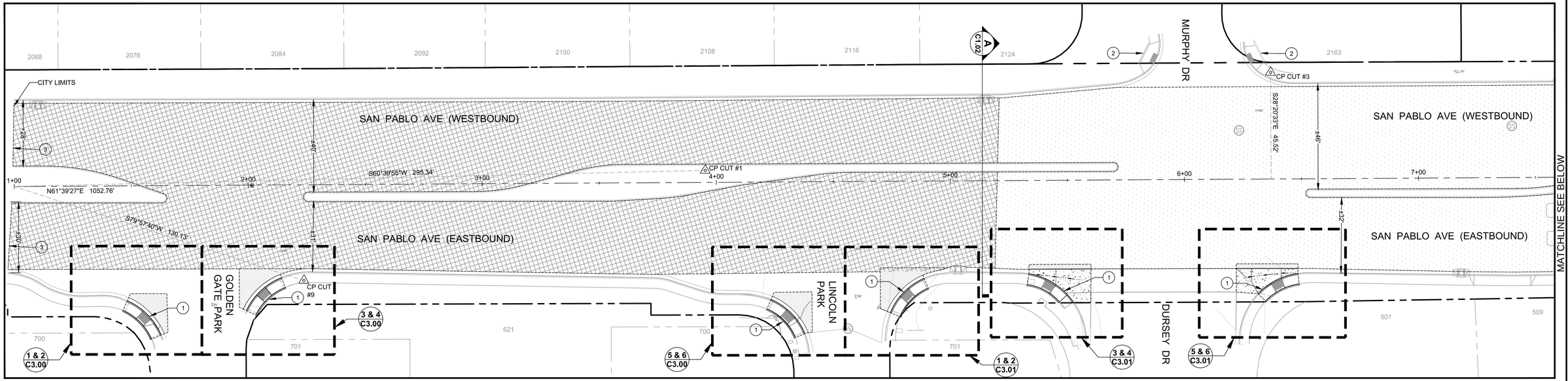


PLAN VIEW (CITY LIMTS - DURSEY/MURPHY)

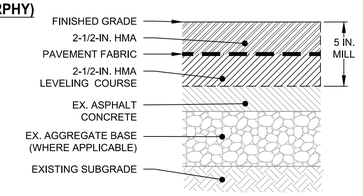
SCALE: 1" = 20'

LEGEND

- MILL 2 $\frac{1}{4}$" / $\frac{3}{4}$" HMA LEVELING COURSE / PAVEMENT FABRIC / 1 $\frac{3}{4}$" HMA SURFACE COURSE
- MILL 5" / 2 $\frac{1}{2}$" HMA LEVELING COURSE / PAVEMENT FABRIC / 2 $\frac{1}{2}$" HMA SURFACE COURSE
- RED CURB PAINT
- P — EXISTING PARKING AREA
- NEW TRUNCATED DOMES

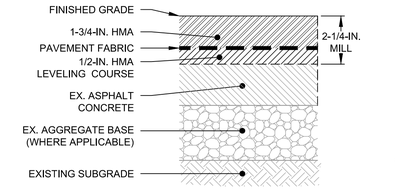
KEYNOTES

1. NEW CASE C RAMP PER CALTRANS STD PLAN A88A
2. EXISTING CURB RAMP TO REMAIN
3. EXISTING ASPHALT TRANSITION
4. EXISTING PED PUSH BUTTON
5. PRESSURE TREATED WOOD RETAINING WALL (1' - 3' HEIGHT) SEE DETAIL 6, SHEET C5.0
6. REPLACE LOOP DETECTOR



1 PAVEMENT OVERLAY (WEST CITY LIMIT TO CHANGE OF PAVEMENT AT LINCOLN PARK)

SCALE: NTS



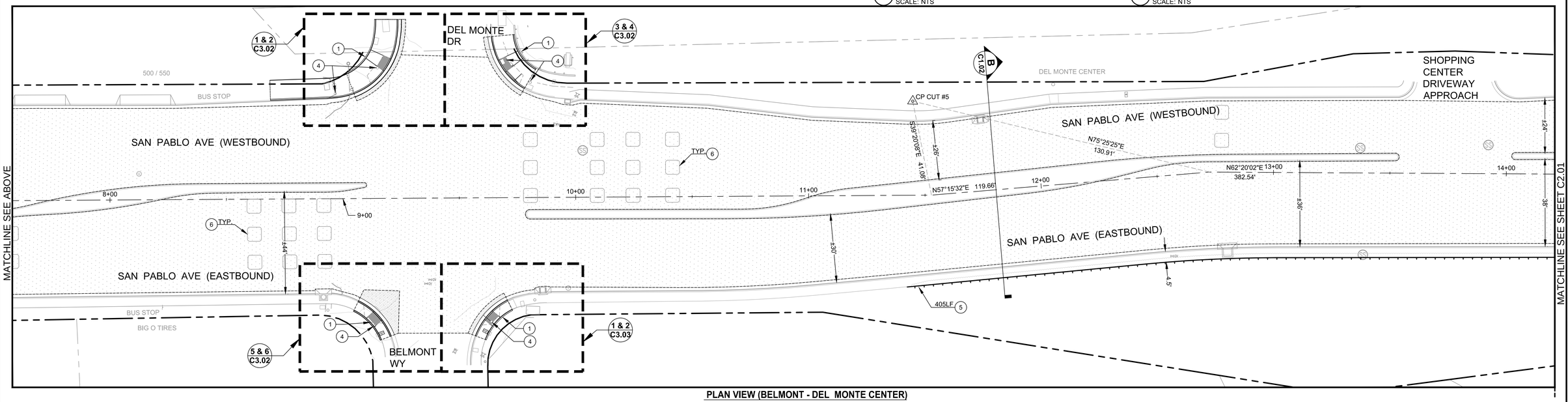
2 PAVEMENT OVERLAY (CHANGE OF PAVEMENT AT LINCOLN PARK TO PINOLE SHORES DRIVE)

SCALE: NTS

Graphic Scale (in feet)

20 0 20 40

1 inch = 20 ft.



PLAN VIEW (BELMONT - DEL MONTE CENTER)

SCALE: 1" = 20'

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SAN PABLO AVE REHABILITATION

PAVING PLAN
STATION 1+00 TO 14+15

CITY OF PINOLE

Prepared Under the Direction of:

REGISTERED PROFESSIONAL ENGINEER
RICHARD J. SOUZA
No. 67892
CIVIL
STATE OF CALIFORNIA

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Project # :	R01801
Sheet # :	4 of 14

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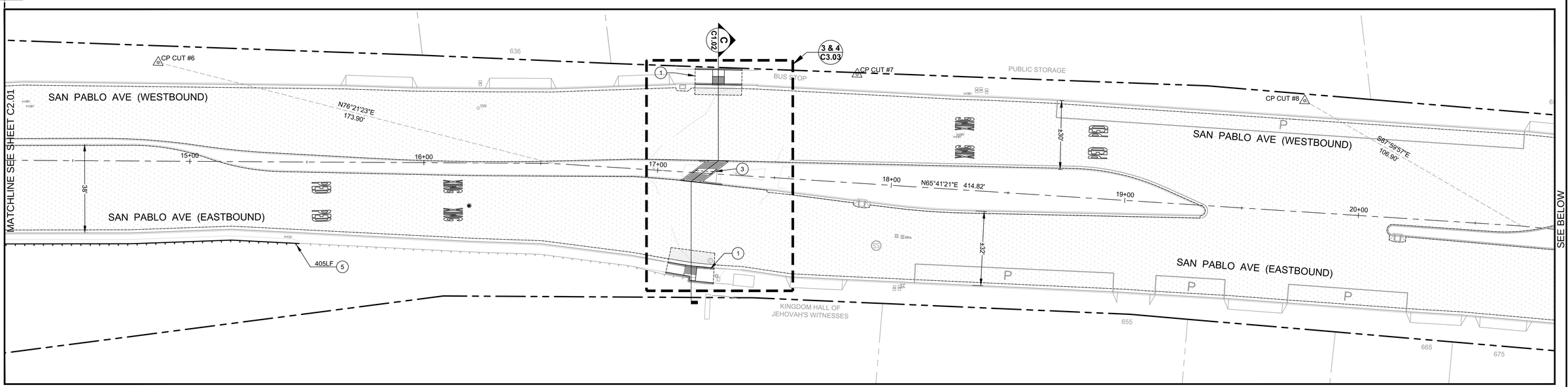


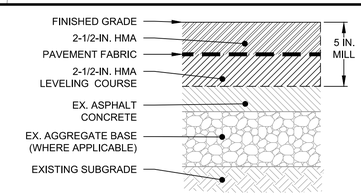
LEGEND

- MILL 5" / 2 ½" HMA LEVELING COURSE / PAVEMENT FABRIC / 2 ½" HMA SURFACE COURSE
- P — EXISTING PARKING AREA
- NEW TRUNCATED DOMES

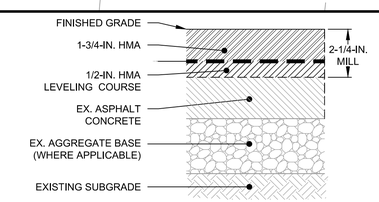
KEYNOTES

1. NEW CASE C RAMP PER CALTRANS STD PLAN A88A
2. EXISTING CURB RAMP TO REMAIN
3. EXISTING ASPHALT TRANSITION
5. PRESSURE TREATED WOOD RETAINING WALL (1' - 3' HEIGHT) SEE DETAIL 6, SHEET C5.0
6. REPLACE LOOP DETECTOR

PLAN VIEW (DELMONTE CENTER TO WALTERS)
SCALE: 1" = 20'

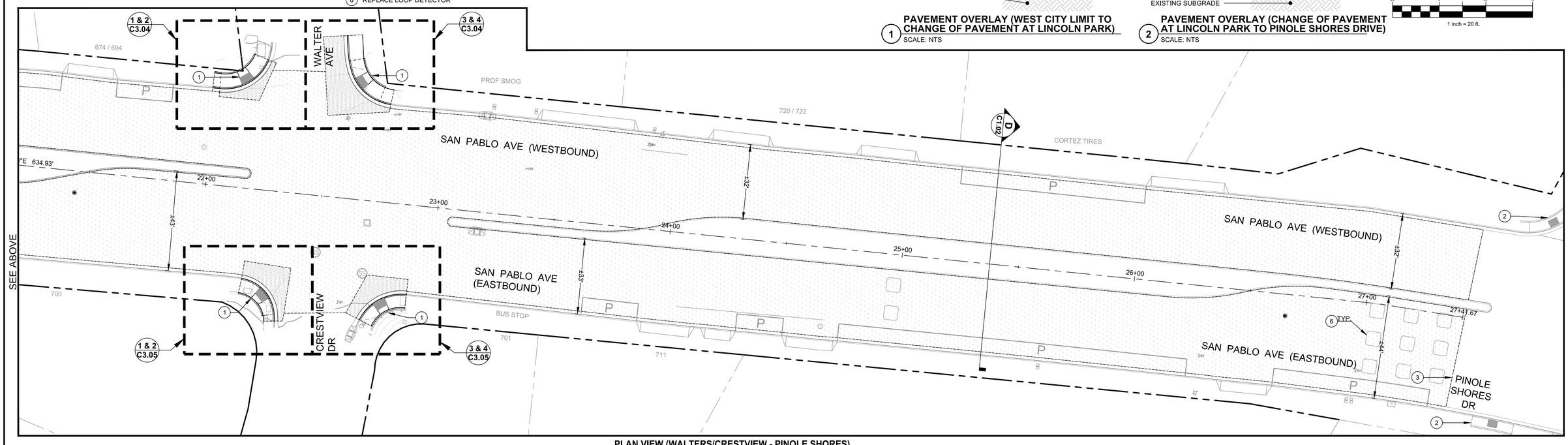


1 PAVEMENT OVERLAY (WEST CITY LIMIT TO CHANGE OF PAVEMENT AT LINCOLN PARK)
SCALE: NTS



2 PAVEMENT OVERLAY (CHANGE OF PAVEMENT AT LINCOLN PARK TO PINOLE SHORES DRIVE)
SCALE: NTS

Graphic Scale (in feet)
20 0 20 40
1 inch = 20 ft.



PLAN VIEW (WALTERS/CRESTVIEW - PINOLE SHORES)
SCALE: 1" = 20'

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SAN PABLO AVE REHABILITATION

PAVING PLAN
STATION 14+15 TO 27+42

CITY OF PINOLE

Prepared Under the Direction of:
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No. 67892
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STATE OF CALIFORNIA

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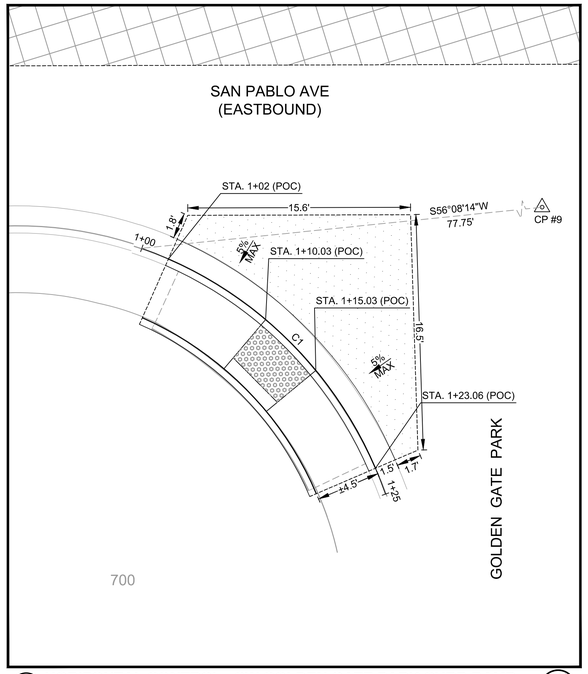
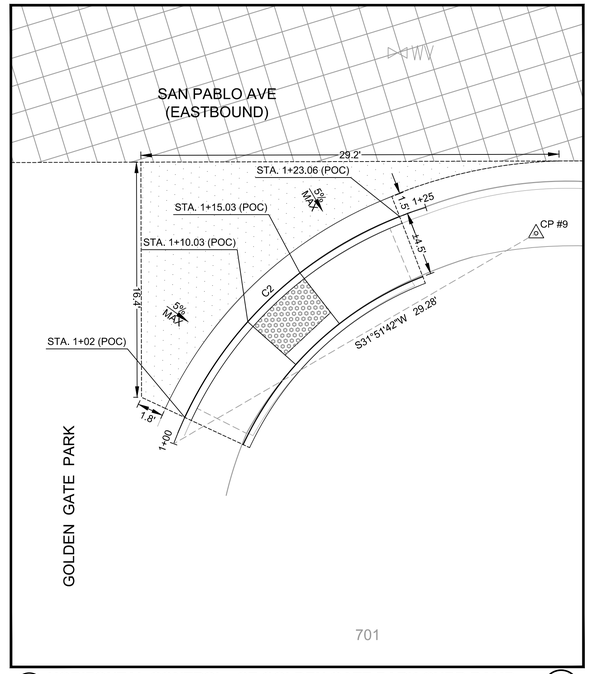
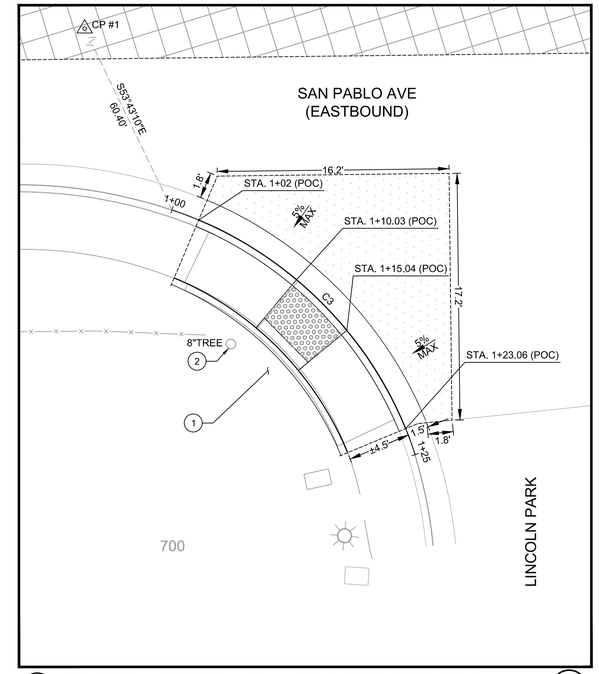
Project # :	R01801
Sheet # :	5 of 14



1 **HORIZONTAL CONTROL - SW GOLDEN GATE PARK CURB RAMP**
SCALE: 1" = 5'



3 **HORIZONTAL CONTROL - SE GOLDEN GATE PARK CURB RAMP**
SCALE: 1" = 5'



5 **HORIZONTAL CONTROL - SW LINCOLN PARK CURB RAMP**
SCALE: 1" = 5'

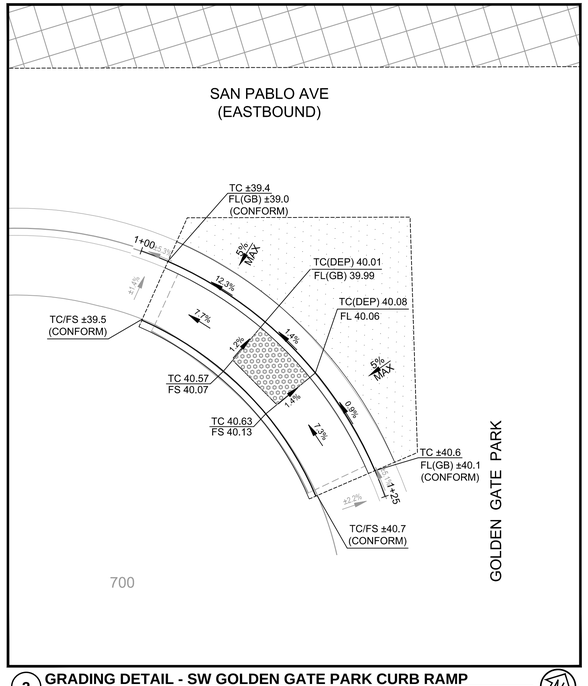
SW GOLDEN GATE PARK ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C1	1+00.00	2192255.40	6037799.73	S72° 44' 18"E	25.00	28.00

SE GOLDEN GATE PARK ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C2	1+00.00	2192273.86	6037848.83	N18° 51' 35"E	25.00	27.50

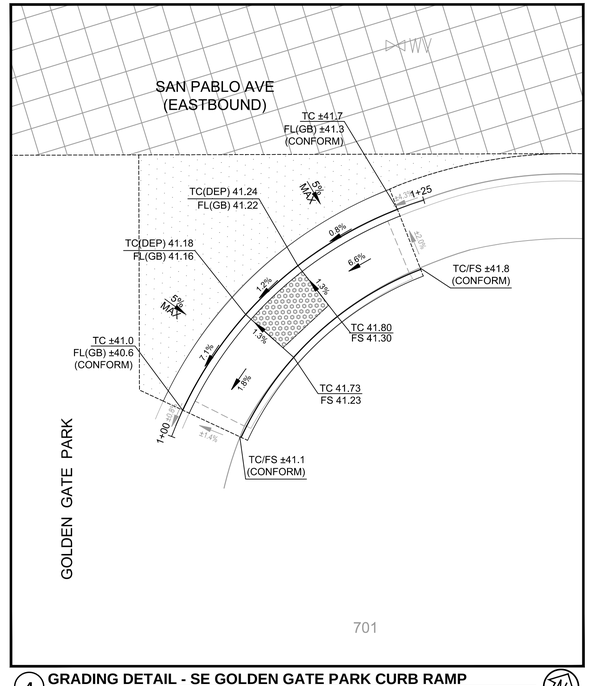
SW LINCOLN PARK ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C3	1+00.00	2192384.99	6038042.31	S72° 49' 36"E	25.00	27.00

KEYNOTES

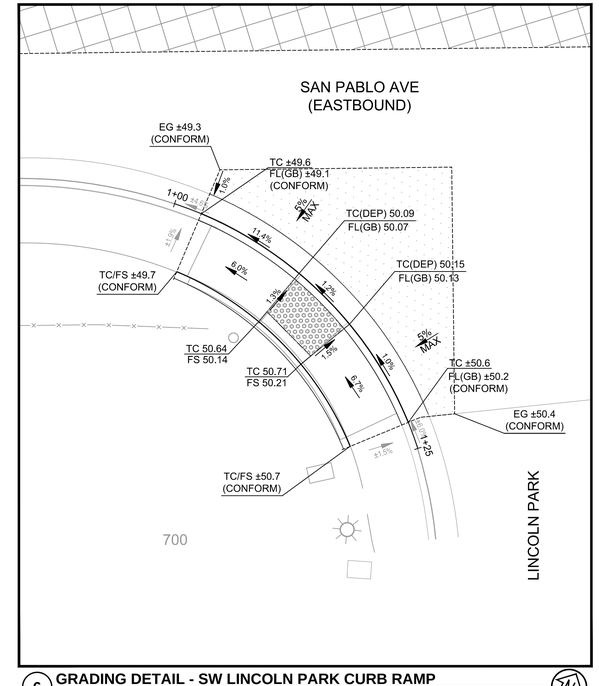
1. RESET LANDSCAPE STONE AND CONCRETE EDGER TO MATCH EXISTING
2. PROTECT IN PLACE EX. TREE



2 **GRADING DETAIL - SW GOLDEN GATE PARK CURB RAMP**
SCALE: 1" = 5'



4 **GRADING DETAIL - SE GOLDEN GATE PARK CURB RAMP**
SCALE: 1" = 5'



6 **GRADING DETAIL - SW LINCOLN PARK CURB RAMP**
SCALE: 1" = 5'

Graphic Scale (in feet)
1 inch = 5 ft.

Rev	Date	Description	Designed	Drawn	Checked
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SAN PABLO AVE REHABILITATION
CURB RAMP PLAN
(GOLDEN GATE PARK / LINCOLN PARK)
CITY OF PINOLE

Prepared Under the Direction of:
RICHARD J. SOUZA
No. 67892
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

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Project # :	R01801
Sheet # :	6 of 14

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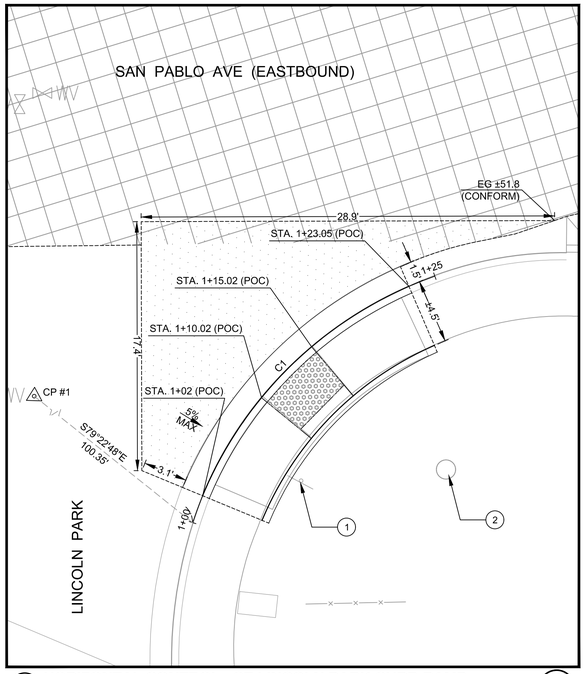
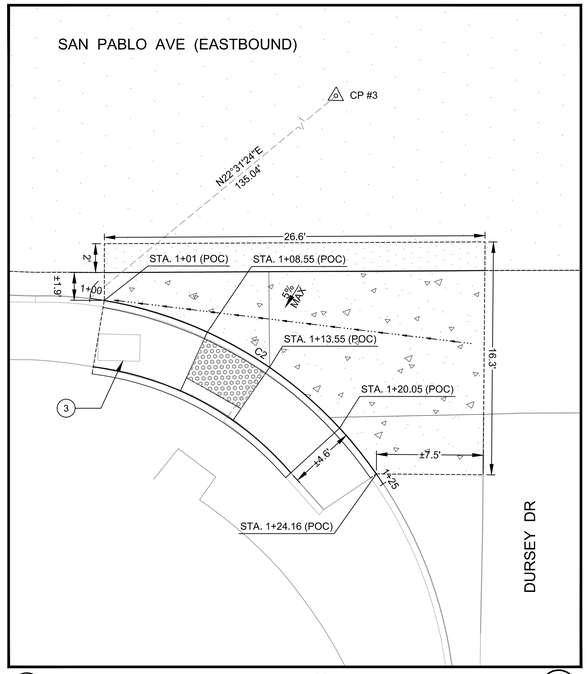
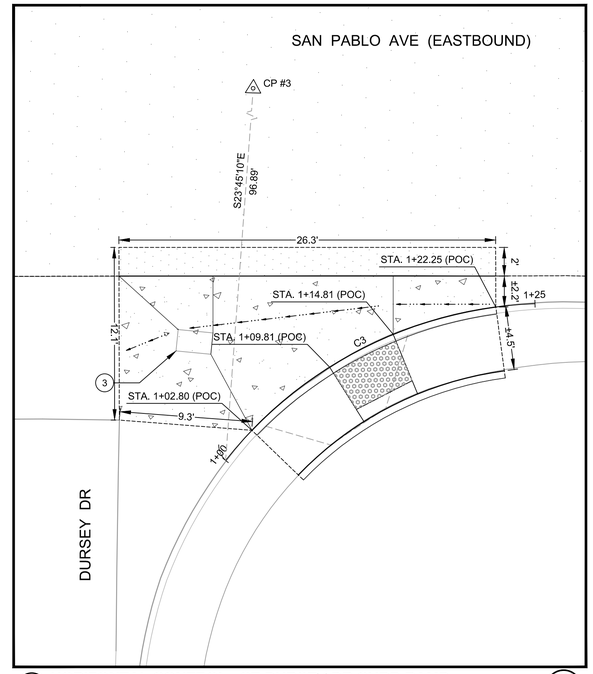


1 HORIZONTAL CONTROL - SE LINCOLN PARK CURB RAMP
SCALE: 1" = 5'



3 HORIZONTAL CONTROL - SW DURSEY DR CURB RAMP
SCALE: 1" = 5'



5 HORIZONTAL CONTROL - SE DURSEY DR CURB RAMP
SCALE: 1" = 5'

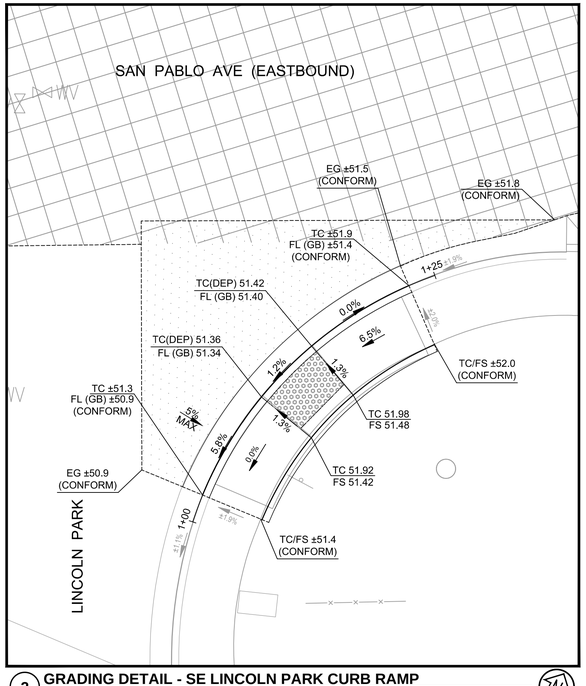
SE LINCOLN PARK ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C1	1+00.00	2192402.24	6038092.25	N16° 30' 18"E	25.00	27.50

SW DURSEY DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C2	1+00.00	2192446.33	6038135.50	S85° 38' 05"E	25.00	29.00

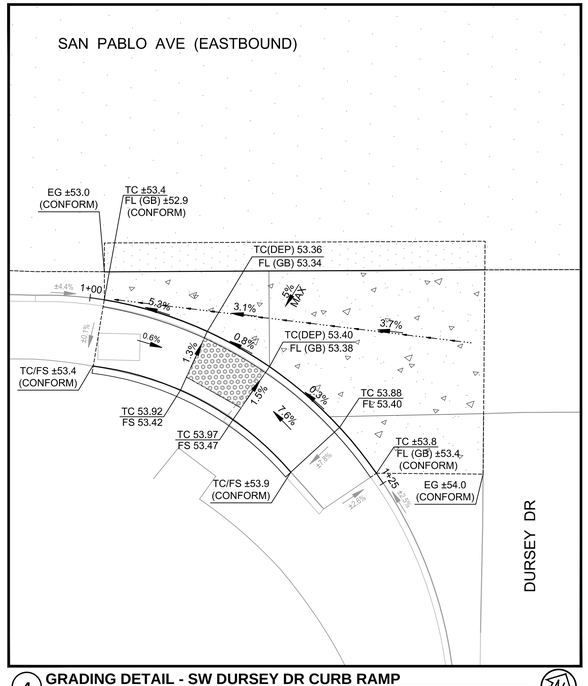
SE DURSEY DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C3	1+00.00	2192482.39	6038226.25	N35° 07' 51"E	25.00	29.00

KEYNOTES

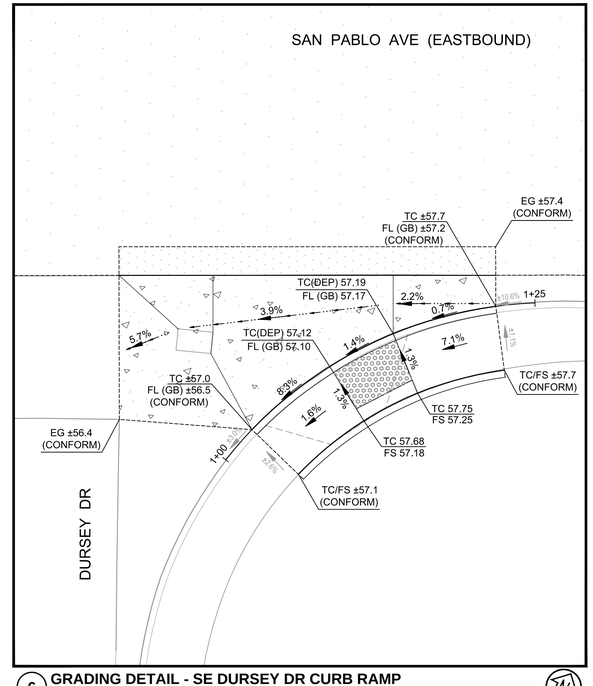
1. PROTECT IN PLACE EX. SIGN
2. PROTECT IN PLACE EX. TREE
3. ADJUST EX. UTILITY TO FINISHED GRADE



2 GRADING DETAIL - SE LINCOLN PARK CURB RAMP
SCALE: 1" = 5'



4 GRADING DETAIL - SW DURSEY DR CURB RAMP
SCALE: 1" = 5'



6 GRADING DETAIL - SE DURSEY DR CURB RAMP
SCALE: 1" = 5'

Graphic Scale (in feet)
5 0 5 10
1 inch = 5 ft.

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SAN PABLO AVE REHABILITATION
CURB RAMP PLAN
(LINCOLN PARK / DURSEY DR)
CITY OF PINOLE

Prepared Under the Direction of:
RICHARD J. SOUZA
No. 67892
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

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Sheet # :	7 of 14

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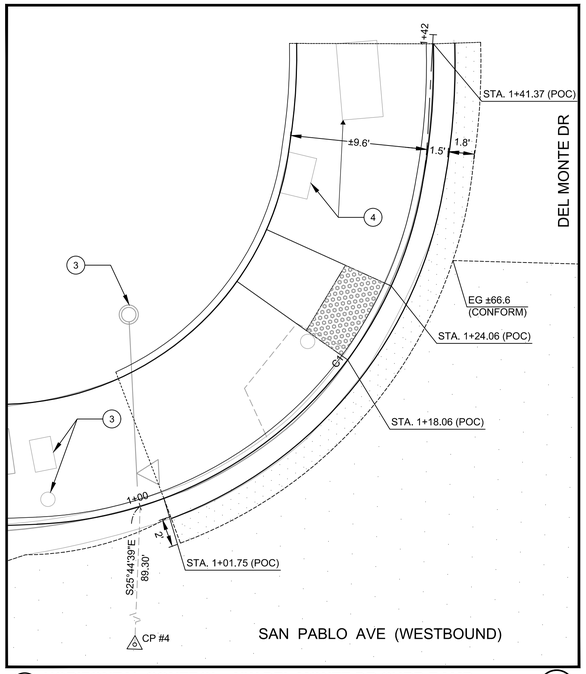
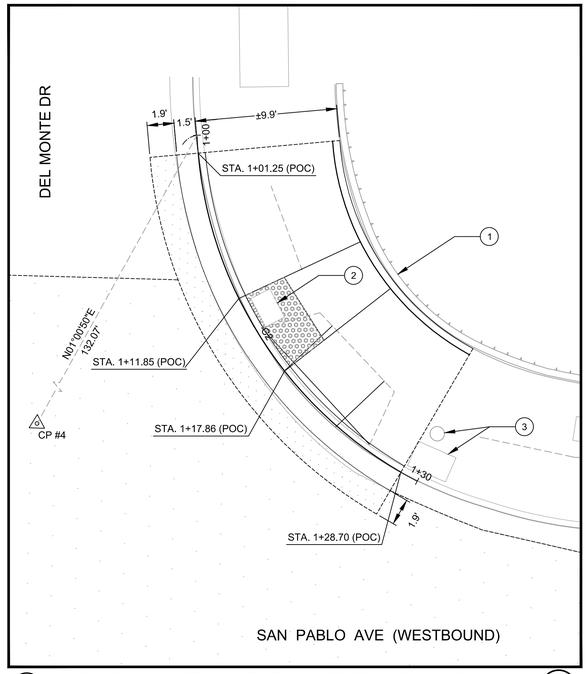
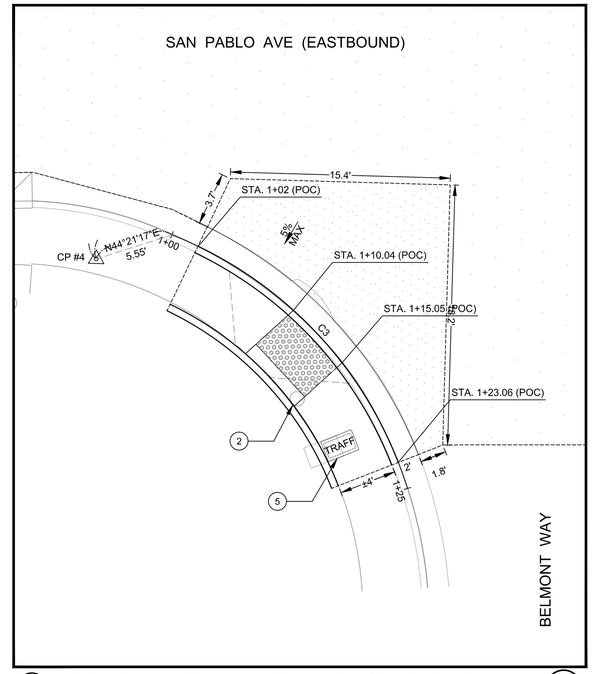


1 **HORIZONTAL CONTROL - NW DEL MONTE DR CURB RAMP**
SCALE: 1" = 5'



3 **HORIZONTAL CONTROL - NE DEL MONTE DR CURB RAMP**
SCALE: 1" = 5'



5 **HORIZONTAL CONTROL - SW BELMONT WAY CURB RAMP**
SCALE: 1" = 5'

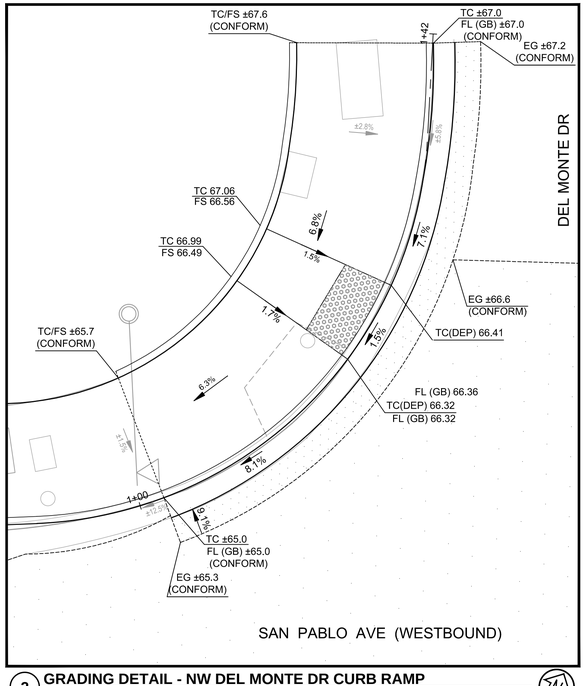
NW DEL MONTE DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C1	1+00.00	2192696.59	6038422.14	N9° 42' 29"E	35.00	28.50

NE DEL MONTE DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C2	1+00.00	2192748.21	6038463.26	S60° 28' 06"E	30.00	28.75

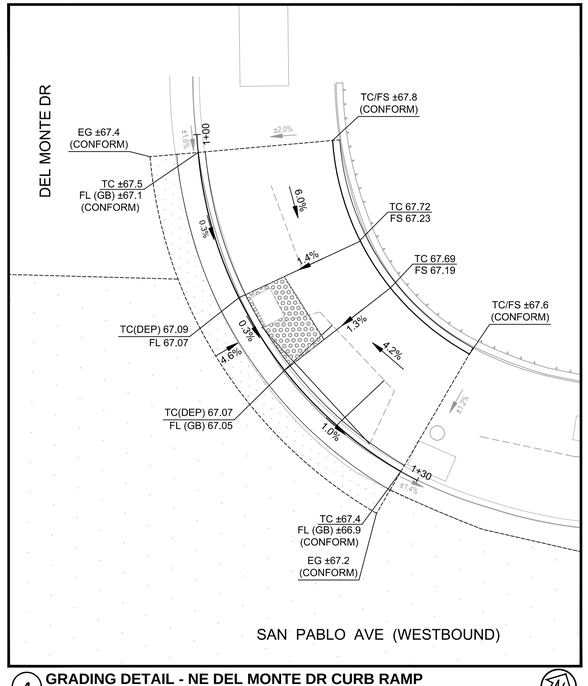
SW BELMONT WAY ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C3	1+00.00	2192620.13	6038464.80	S70° 52' 58"E	25.00	28.00

KEYNOTES

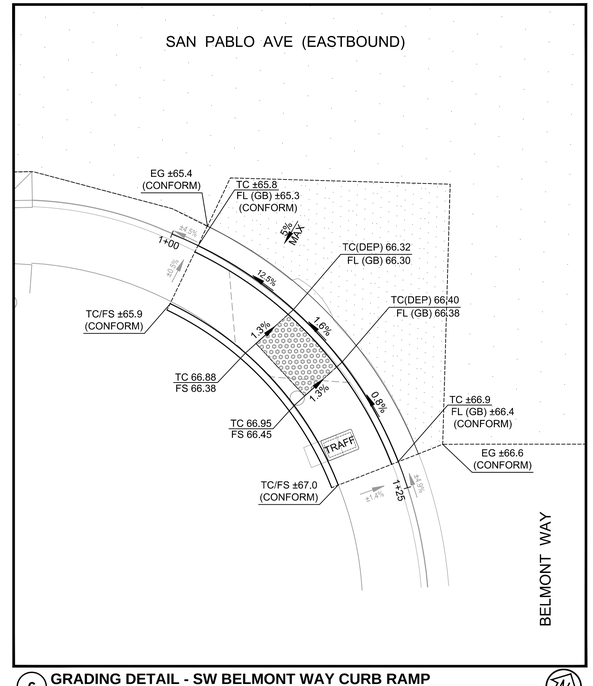
1. PROTECT IN PLACE EX. WALL
2. ADJUST EX. TRAFFIC SIGNALS, PUSH BUTTONS, AND PULLBOXES TO FINISHED GRADE
3. PROTECT IN PLACE EX. TRAFFIC SIGNALS, PUSH BUTTONS, AND PULLBOXES
4. ADJUST EX. UTILITY PULLBOX TO FINISHED GRADE
5. UTILITY PULLBOX TO BE RELOCATED



2 **GRADING DETAIL - NW DEL MONTE DR CURB RAMP**
SCALE: 1" = 5'



4 **GRADING DETAIL - NE DEL MONTE DR CURB RAMP**
SCALE: 1" = 5'



6 **GRADING DETAIL - SW BELMONT WAY CURB RAMP**
SCALE: 1" = 5'

Graphic Scale (in feet)
1 inch = 5 ft.

Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

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City: Pinole
County: Contra Costa
State: California

SAN PABLO AVE REHABILITATION
CURB RAMP PLAN
(DEL MONTE DR / BELMONT WAY)
CITY OF PINOLE

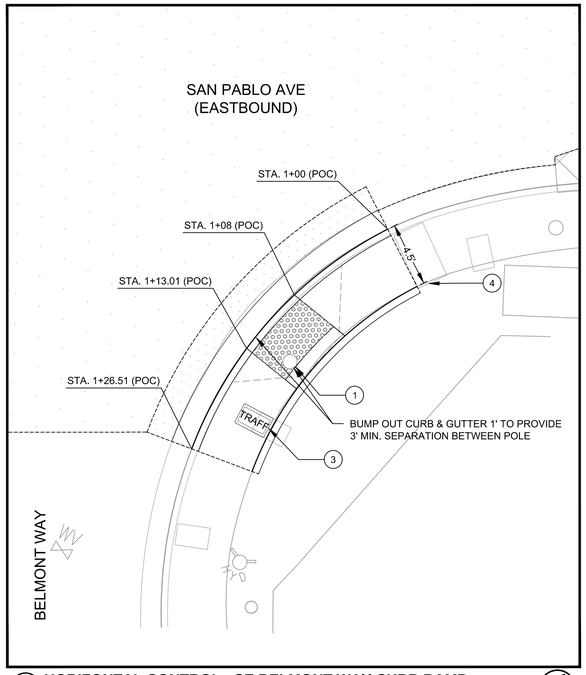
Prepared Under the Direction of:
RICHARD J. SOUZA
No. 67892
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

Sheet
C3.02

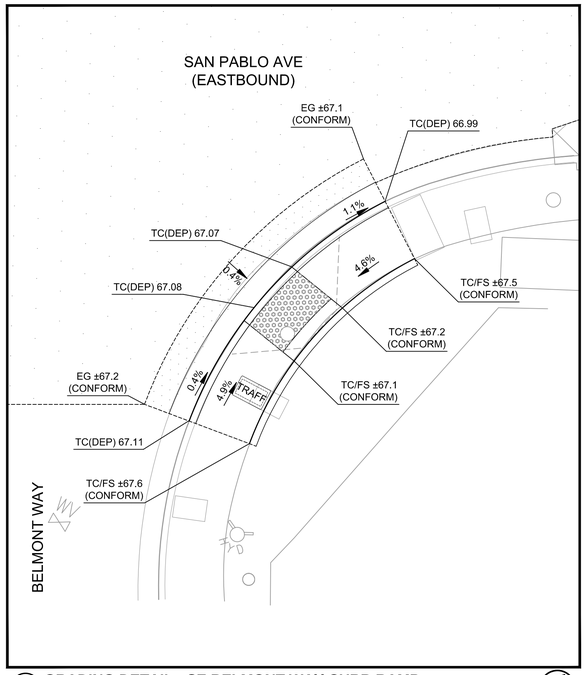
Scale:	1" = 5'
Date:	07/14/2021
Project # :	R01801
Sheet # :	8 of 14

Room Name:R01801SHEETS\C3.02 - CURB RAMP PLAN (DEL MONTE & BELMONT WAY).dwg Plot Date: 07/13/2021 2:06:20 PM Plotted By: 11

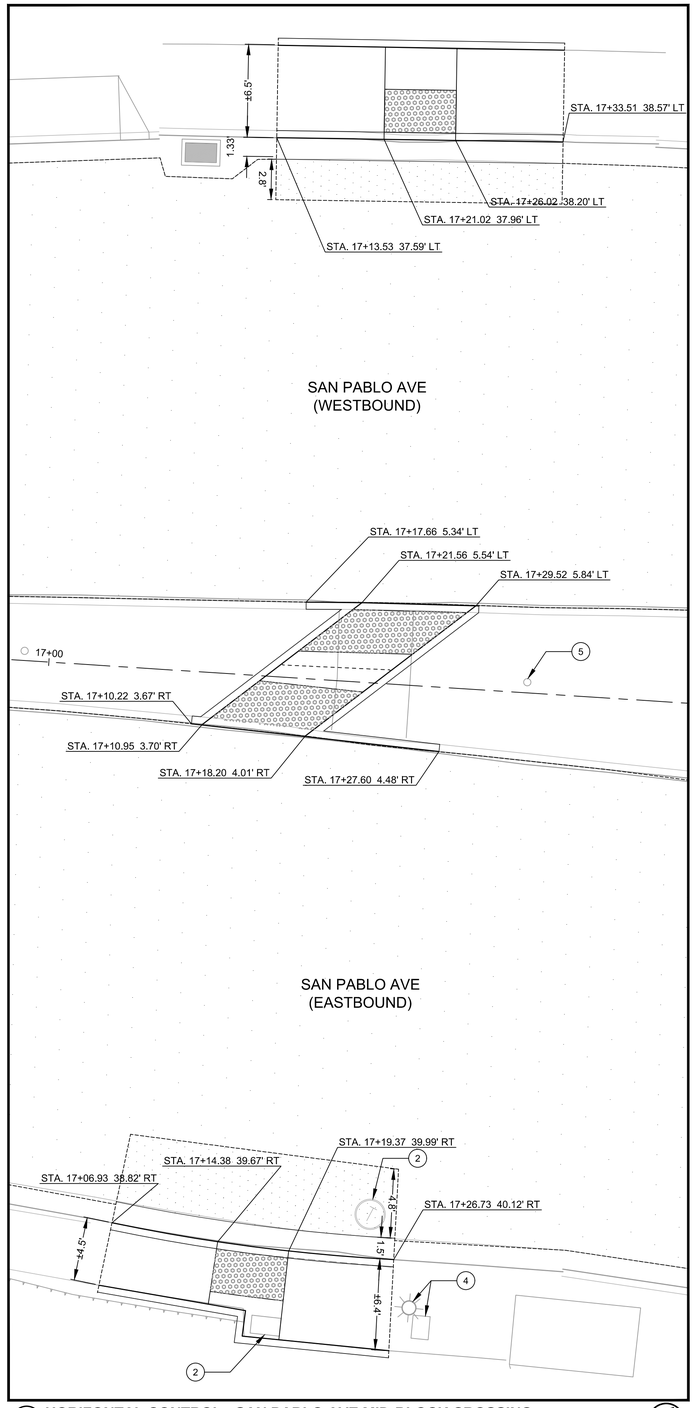
Return to Agenda



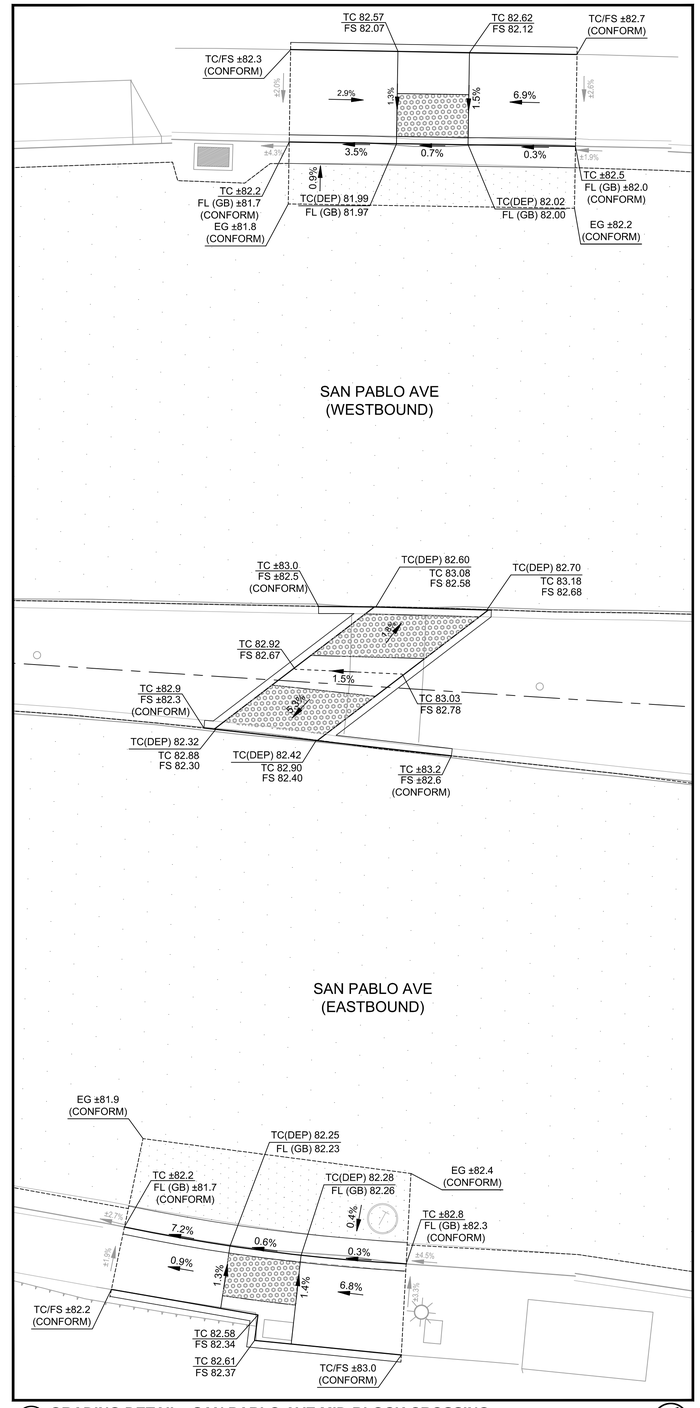
1 HORIZONTAL CONTROL - SE BELMONT WAY CURB RAMP
SCALE: 1" = 5'



2 GRADING DETAIL - SE BELMONT WAY CURB RAMP
SCALE: 1" = 5'



3 HORIZONTAL CONTROL - SAN PABLO AVE MID-BLOCK CROSSING
SCALE: 1" = 5'



4 GRADING DETAIL - SAN PABLO AVE MID-BLOCK CROSSING
SCALE: 1" = 5'

TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS

KEYNOTES

1. ADJUST EX. TRAFFIC SIGNALS TO FINISHED GRADE
2. ADJUST EX. UTILITY TO FINISHED GRADE
3. UTILITY PULLBOX TO BE RELOCATED
4. PROTECT IN PLACE EX. UTILITY
5. PROTECT IN PLACE EX. TREE

Graphic Scale (in feet)
1 inch = 5 ft.

Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

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SAN PABLO AVE REHABILITATION
CURB RAMP PLAN
(BELMONT WAY / MID-BLOCK X-ING)
CITY OF PINOLE

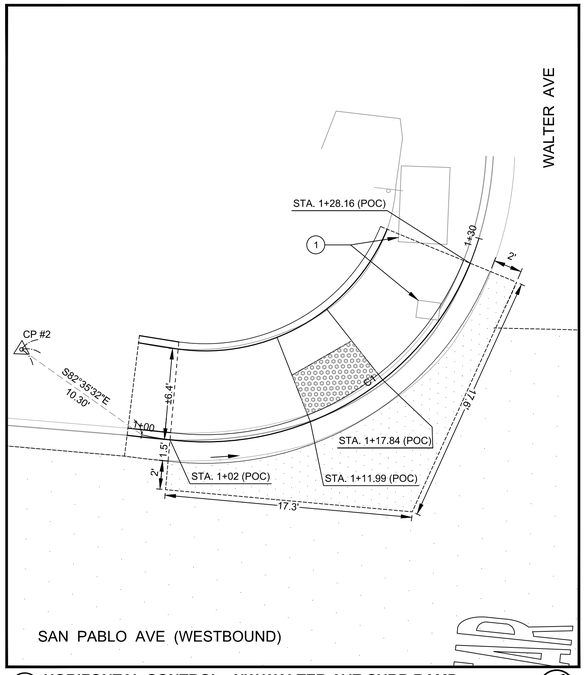
Prepared Under the Direction of:
RICHARD J. SOUZA
No. 67892
CIVIL
STATE OF CALIFORNIA

Sheet
C3.03

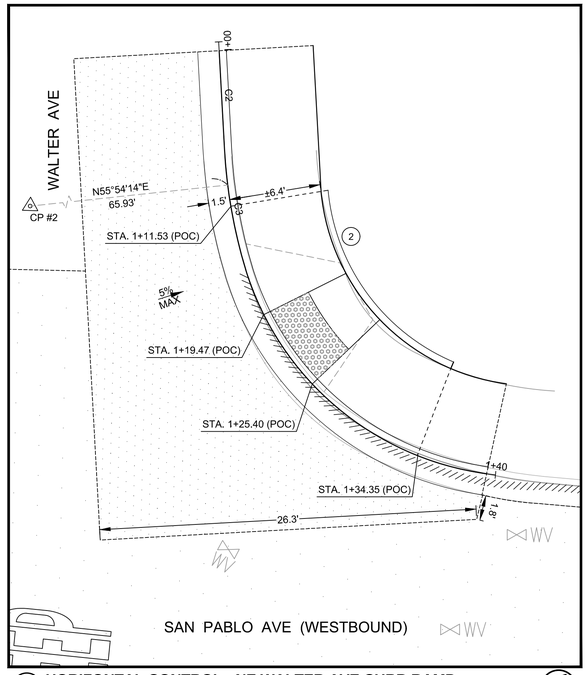
Scale:	1" = 5'
Date:	07/14/2021
Project # :	R01801
Sheet # :	9 of 14

Plot Date: 7/13/2021 Plot Time: 11:06:46 AM Plot By: CHAD CASTILLO/RICHARD SOUZA/RICHARD SOUZA/PW/RS/RS/RS

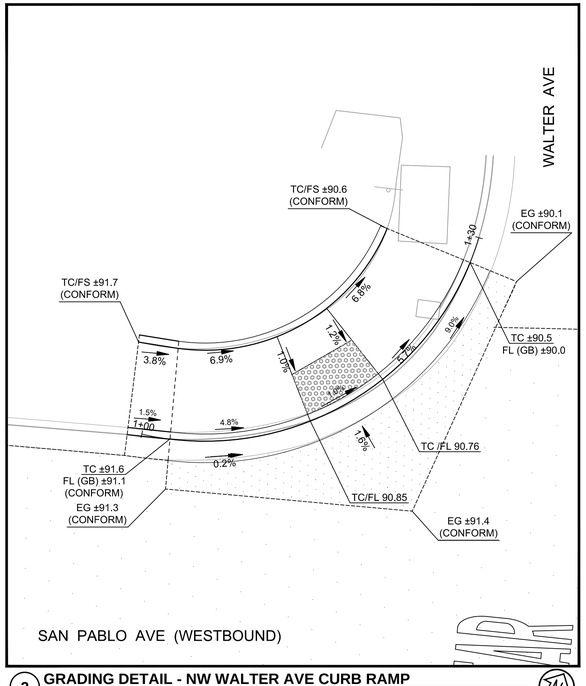
Return to Agenda



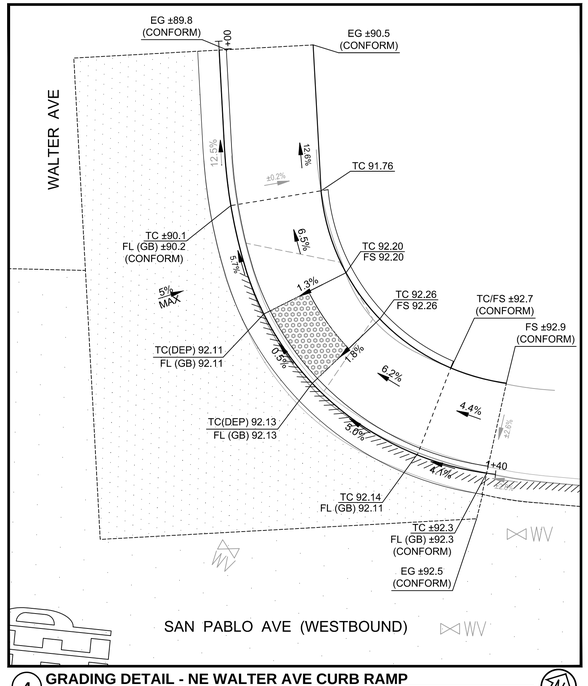
1 **HORIZONTAL CONTROL - NW WALTER AVE CURB RAMP**
SCALE: 1" = 5'



3 **HORIZONTAL CONTROL - NE WALTER AVE CURB RAMP**
SCALE: 1" = 5'



2 **GRADING DETAIL - NW WALTER AVE CURB RAMP**
SCALE: 1" = 5'



4 **GRADING DETAIL - NE WALTER AVE CURB RAMP**
SCALE: 1" = 5'

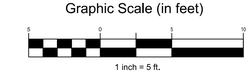
NW CRESTVIEW DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C1	1+00.00	2193276.48	6039584.97	N31° 45' 26"E	30.00	20.00

NE CRESTVIEW DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C2	1+00.00	2193323.30	6039624.09	???	7.54	???
C3	1+07.54	2193316.85	6039627.99	S38° 00' 50"E	8.54	35.50

KEYNOTES

1. ADJUST EX. UTILITY TO FINISHED GRADE
2. PROTECT IN PLACE EX. GAS PIPELINE

Graphic Scale (in feet)



Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

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SAN PABLO AVE REHABILITATION

CURB RAMP PLAN
(WALTER AVE)

CITY OF PINOLE

Prepared Under the Direction of:
RICHARD J. SOUZA
No. 67892
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

Sheet
C3.04

Scale:	1" = 5'
Date:	07/14/2021
Project # :	R01801
Sheet # :	10 of 14

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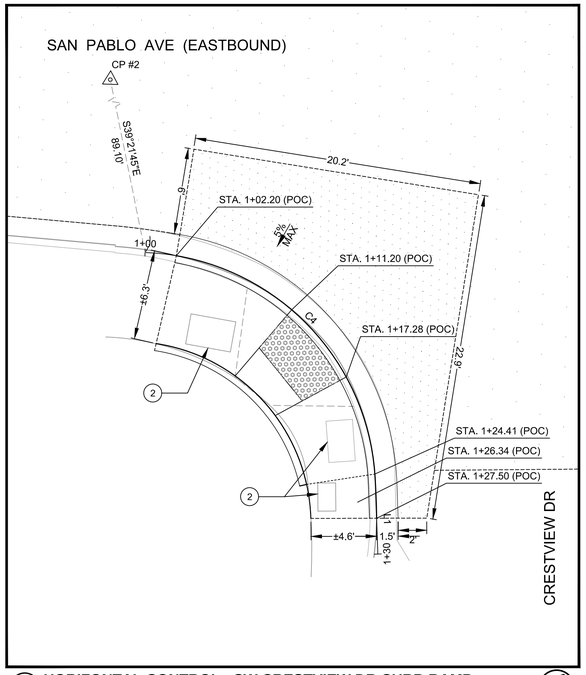
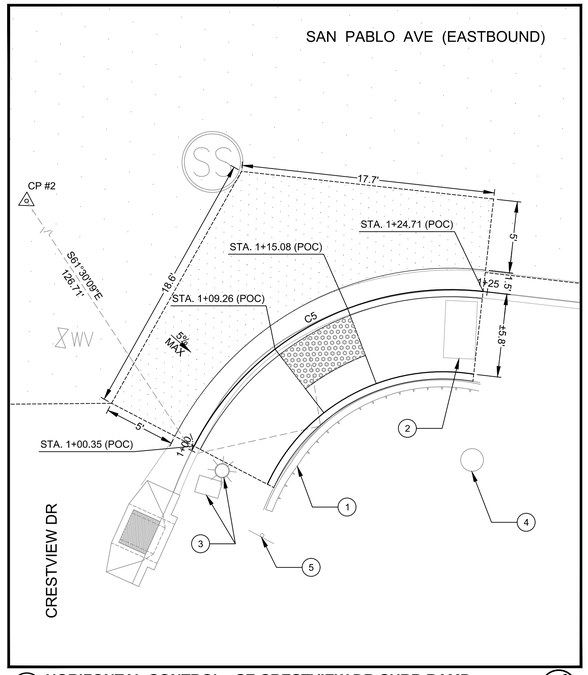
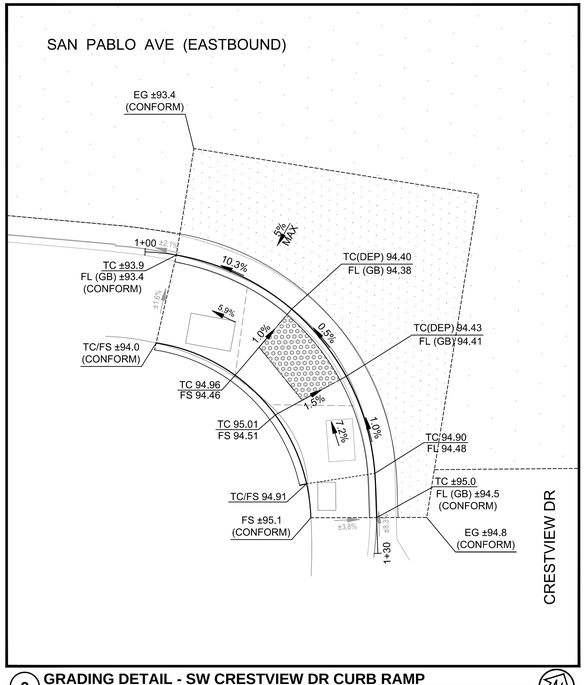


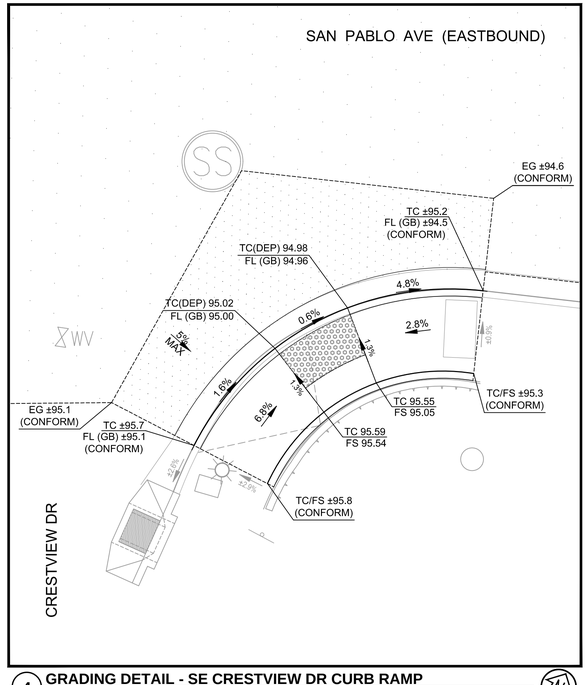
1 **HORIZONTAL CONTROL - SW CRESTVIEW DR CURB RAMP**
SCALE: 1" = 5'



3 **HORIZONTAL CONTROL - SE CRESTVIEW DR CURB RAMP**
SCALE: 1" = 5'



2 **GRADING DETAIL - SW CRESTVIEW DR CURB RAMP**
SCALE: 1" = 5'



4 **GRADING DETAIL - SE CRESTVIEW DR CURB RAMP**
SCALE: 1" = 5'

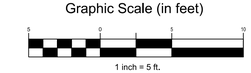
SW CRESTVIEW DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C4	1+00.00	2193208.92	6039631.27	S72° 51' 31"E	25.10	16.75
L1	1+25.10	2193202.19	6039653.07	S29° 55' 46"E	4.90	

SE CRESTVIEW DR ALIGNMENT						
TAG	STATION	NORTHING	EASTING	DELTA / BEARING	DISTANCE	RADIUS
C5	1+00.00	2193217.35	6039686.12	N33° 44' 26"E	25.00	20.14

KEYNOTES

1. PROTECT IN PLACE EX. WALL
2. ADJUST EX. UTILITY TO FINISHED GRADE
3. PROTECT IN PLACE EX. UTILITY
4. PROTECT IN PLACE EX. TREE
5. PROTECT IN PLACE EX. SIGN

Graphic Scale (in feet)



Rev	Date	Description	Designed	Drawn	Checked
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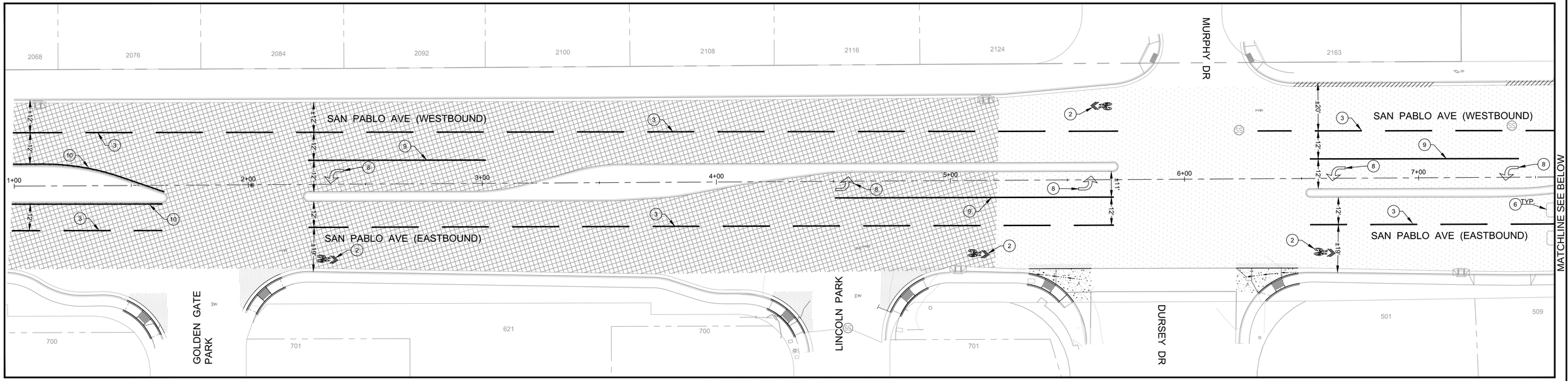
State: California

SAN PABLO AVE REHABILITATION
CURB RAMP PLAN
(CRESTVIEW DR)
CITY OF PINOLE

Prepared Under the Direction of:
RICHARD J. SOUZA
No. 67892
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

Sheet
C3.05

Scale:	1" = 5'
Date:	07/14/2021
Project # :	R01801
Sheet # :	11 of 14



PLAN VIEW (CITY LIMTS - DURSEY/MURPHY)

SCALE: 1" = 20'

PAVEMENT MARKINGS:

- TYPE I ARROW (10 FT.) CALTRANS STD. PLAN A24A
- TYPE IV ARROW CALTRANS STD. PLAN A24A
- TYPE VII ARROW CALTRANS STD. PLAN A24A
- RED CURB

CALTRANS STD. PLAN A24E: KEEP CLEAR NO ONLY

CALTRANS STD. PLAN A24D: STOP TURN LEFT

KEYNOTES

1. STOP BAR/LIMIT LINE STRIPE (12-INCH - WHITE), DETAIL A24E
2. BIKE SHARROW
3. DETAIL 9 LANE LINE
4. DETAIL 40 STRIPE
5. LADDER CROSSWALK STRIPE (24" WIDTH WITH 48" OC)
6. REPLACE LOOP DETECTOR
7. CROSSWALK STRIPE (12-INCH)
8. PAVEMENT ARROWS PER CALTRANS STD DETAILS
9. DETAIL 38 TURN LANE STRIPE
10. CONFORM DETAIL 25A (YELLOW) TO EXISTING AT CITY LIMITS

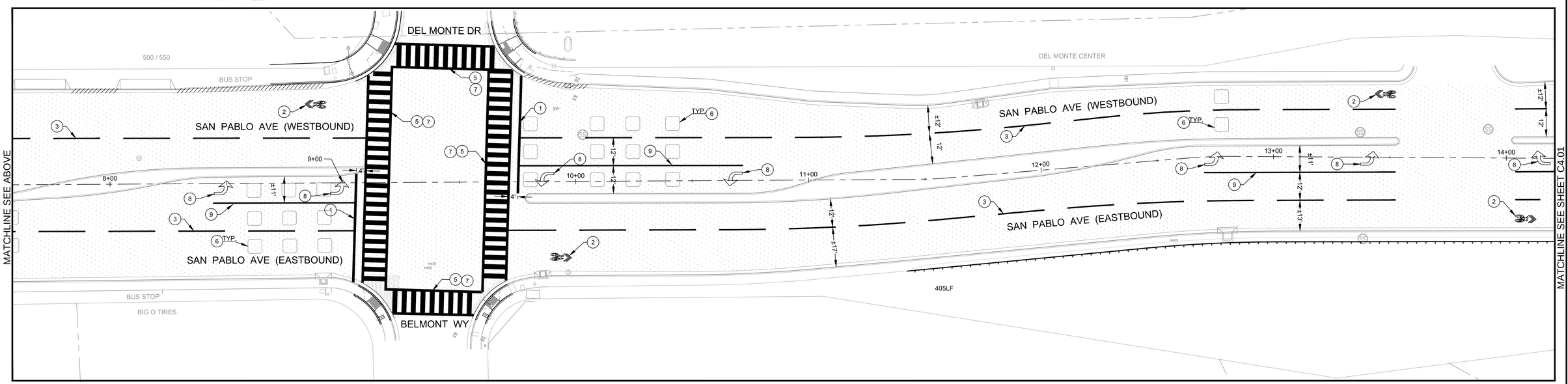
NOTES

1. PAVEMENT STRIPING AND MARKINGS PER CALTRANS STANDARD PLANS (2018).
2. DIMENSIONS MEASURED FROM CENTER OF STRIPING.
3. ALL TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

Graphic Scale (in feet)

20 0 20 40

1 inch = 20 ft.



PLAN VIEW (BELMONT - DEL MONTE CENTER)

SCALE: 1" = 20'

Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

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SAN PABLO AVE REHABILITATION

PAVEMENT SIGNING & STRIPING PLAN

CITY OF PINOLE

Prepared Under the Direction of:

REGISTERED PROFESSIONAL ENGINEER
RICHARD J. SOUZA
No. 67892
CIVIL
STATE OF CALIFORNIA

Sheet

C4.00

Scale:	1" = 20'
Date:	07/14/2021
Project # :	R01801
Sheet # :	12 of 14

\\csw\berkeley\ab\18\BERKELEY\Drawings\21\30002-22 Pinole San Pablo Avenue Rehabilitation\DWG\Sheets\C4.00 - SIGNAGE & STRIPING PLAN.dwg 07/13/2021 - 09:23 PM Plotted: 1:1

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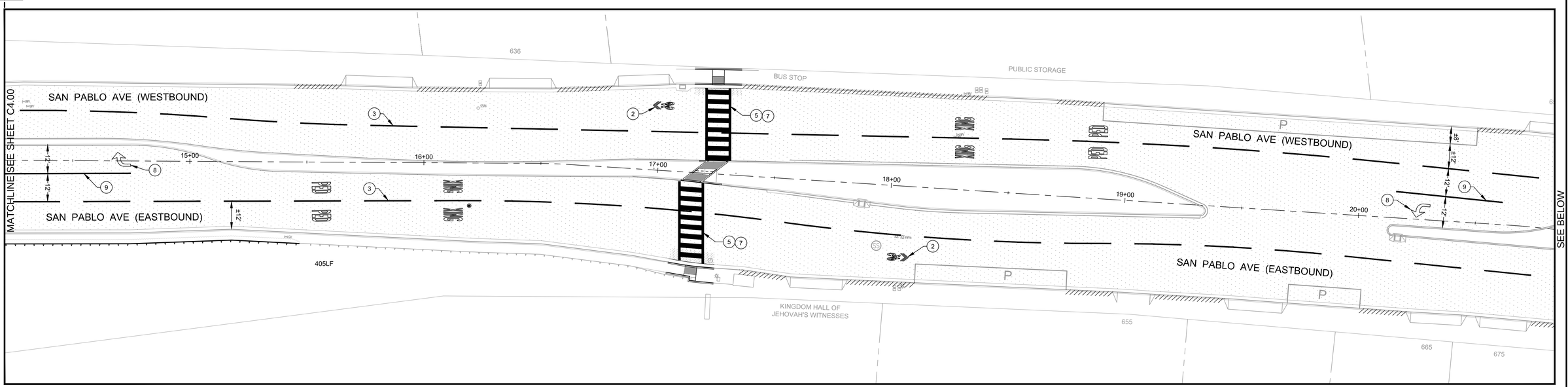


PLAN VIEW (DELMONTE CENTER TO WALTERS)

SCALE: 1" = 20'

PAVEMENT MARKINGS:

- TYPE I ARROW (10 FT.) CALTRANS STD. PLAN A24A
- TYPE IV ARROW CALTRANS STD. PLAN A24A
- TYPE VII ARROW CALTRANS STD. PLAN A24A
- RED CURB

CALTRANS STD. PLAN A24E: KEEP CLEAR NO ONLY

CALTRANS STD. PLAN A24D: STOP TURN LEFT

KEYNOTES

1. STOP BAR/LIMIT LINE STRIPE (12-INCH - WHITE), DETAIL A24E
2. BIKE SHARROW
3. DETAIL 9 LANE LINE
4. DETAIL 40 STRIPE
5. LADDER CROSSWALK STRIPE (24" WIDTH WITH 48" OC) SEE DETAIL 12, SHEET C5.00
6. REPLACE LOOP DETECTOR
7. CROSSWALK STRIPE (12-INCH)
8. PAVEMENT ARROWS PER CALTRANS STD DETAILS
9. DETAIL 38 TURN LANE STRIPE

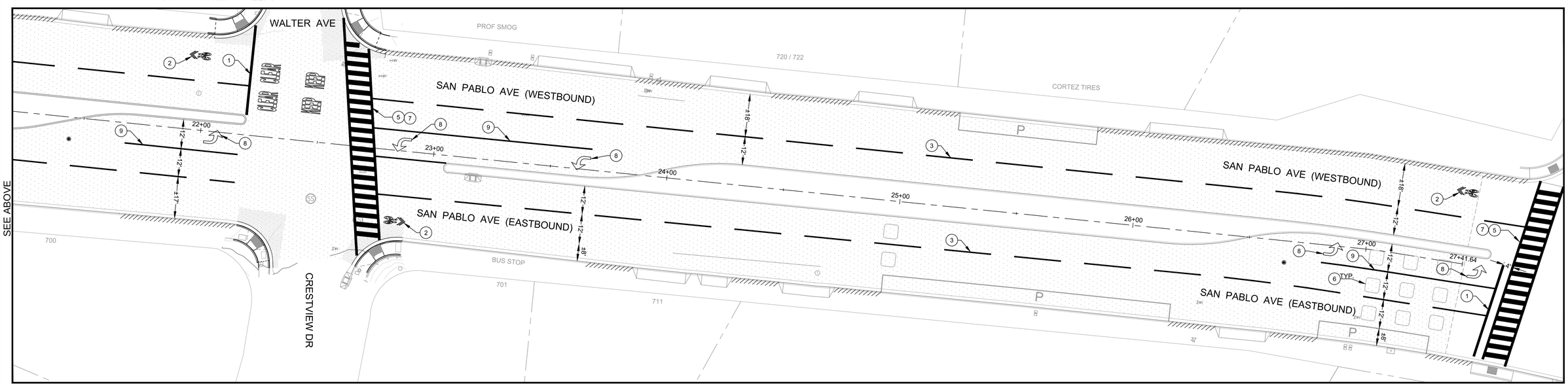
NOTES

1. PAVEMENT STRIPING AND MARKINGS PER CALTRANS STANDARD PLANS (2018).
2. DIMENSIONS MEASURED FROM CENTER OF STRIPING.
3. ALL TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

Graphic Scale (in feet)

20 0 20 40

1 inch = 20 ft.



PLAN VIEW (WALTERS/CRESTVIEW - PINOLE SHORES)

SCALE: 1" = 20'

Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

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SAN PABLO AVE REHABILITATION

PAVEMENT SIGNING & STRIPING PLAN

CITY OF PINOLE

Prepared Under the Direction of:

RICHARD J. SOUZA No. 67892 REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA

Sheet	C4.01
Scale:	1" = 20'
Date:	07/14/2021
Project # :	R01801
Sheet # :	13 of 14

Plot Date: 7/14/2021 - 12:23 PM Plot Scale: 1:1 - SIGNAGE & STRIPING PLAN.dwg

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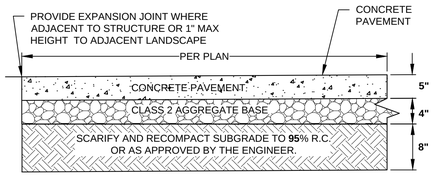
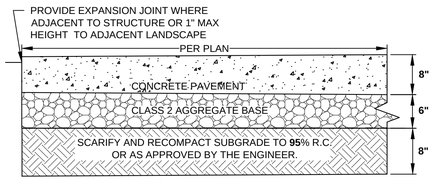


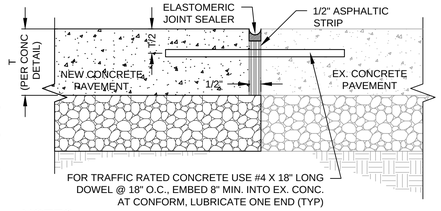
NONTRAFFIC RATED CONCRETE SIDEWALK



TRAFFIC RATED CONCRETE DRIVEWAY/SIDEWALK

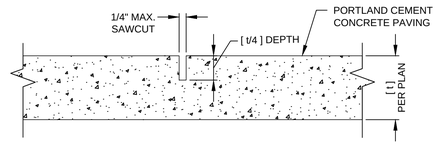
NOTES:
1. ALL TREAD SURFACES SHALL BE SLIP RESISTANT
2. AS APPLICABLE, REUSE OF EXISTING BASEROCK SHALL BE APPROVED BY THE ENGINEER

1 TYPICAL CONCRETE PAVEMENT DETAILS
SCALE: 1" = 1'



NOTES:
1. EXPANSION JOINTS TO BE INSTALLED AT 16' ON CENTER.
2. PROVIDE DOWEL CAP IN NEW CONCRETE END TO ALLOW MOVEMENT IN JOINT.

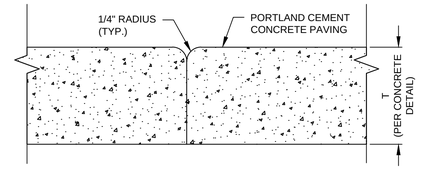
2 EXPANSION JOINT FOR CONCRETE PAVEMENT
SCALE: NTS



SAWCUT CONTROL JOINT

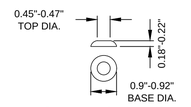
NOTES:
1. CONTROL JOINTS SHALL BE CONSTRUCTED AT 4' ON CENTER.
2. CONSTRUCT SAWCUT CONTROL JOINTS WITHIN 24 HOURS OF POUR.
3. SEE CURB RAMP PLANS FOR LOCATION OF CONTROL JOINTS.

3 CONTROL JOINT FOR PEDESTRIAN CONCRETE PAVEMENT
SCALE: 1" = 1'

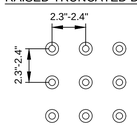


NOTES:
1. CONSTRUCTION JOINTS SHALL BE CONSTRUCTED PER SPECIFICATIONS.
2. CONSTRUCTION JOINTS SHALL EXTEND FULL DEPTH OF PAVING.

4 CONSTRUCTION JOINT FOR CONCRETE WALKWAYS
SCALE: NTS

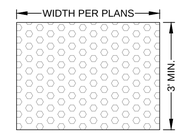


RAISED TRUCNATED DOME

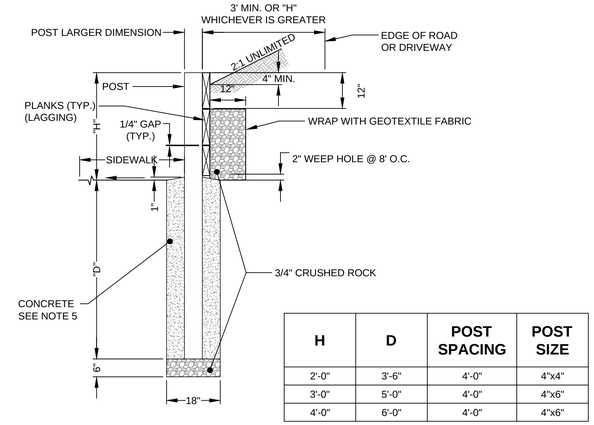


RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

NOTES:
1. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" DEPTH OF THE RAMP.
2. DETECTABLE WARNING SURFACES TO BE YELLOW UNLESS OTHERWISE NOTED IN PLANS OR SPECIFICATIONS.
3. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.



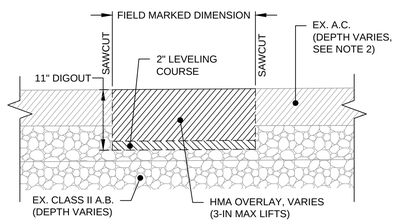
5 DETECTABLE WARNING SURFACE
SCALE: NTS



H	D	POST SPACING	POST SIZE
2'-0"	3'-6"	4'-0"	4"x4"
3'-0"	5'-0"	4'-0"	4"x6"
4'-0"	6'-0"	4'-0"	4"x6"

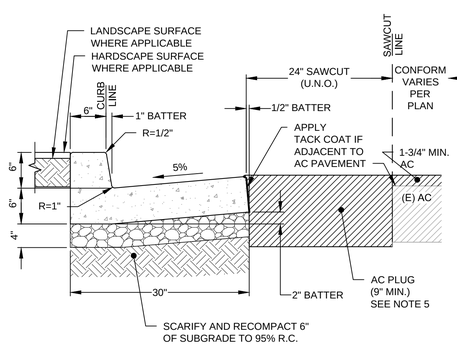
NOTES:
1. LUMBER SHALL BE ROUGH DOUGLAS FIR No. 1 PRESSURE TREATED, AS APPROVED BY THE ENGINEER.
2. PRESSURE TREATMENT SHALL MEET THE FOLLOWING: 0.40 pcf ACQ & CCA-C, 0.41 pcf CBA-A, 0.21 PCF CA-B.
3. NAILS/METAL FASTENERS SHALL BE HIGH QUALITY CLASS G-185 HOT DIPPED GALVANIZED (ASTM A153 OR A653), 304 OR 316 STAINLESS STEEL, OR OTHER ACCEPTABLE CORROSION RESISTANT MATERIAL.
4. ALL CUTS, HOLES AND INJURIES (SUCH AS ABRASIONS AND NAIL HOLES) SHALL BE FIELD TREATED WITH APPLICATIONS OF PRESERVATIVES IN ACCORDANCE WITH AWPA STANDARD M4.
5. CONCRETE FOR POST SUPPORT SHALL BE CLASS C (4 SACK MIX) WITH 1" MAX. AGGREGATE.

6 WOODEN RETAINING WALL
SCALE: 1" = 2'



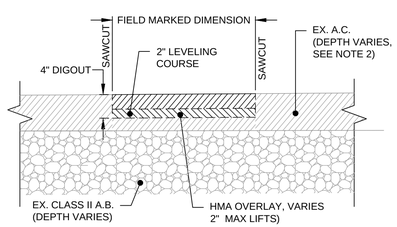
NOTES:
1. CONTRACTOR TO COORDINATE WITH ENGINEER FOR ALL DIG-OUT LOCATIONS.
2. SEE SHEET C1.01 FOR CORING LOGS
3. USE TACK COAT ALONG AC SAWCUT

8 SAN PABLO AVE DIG OUT PAVEMENT REPAIR WEST CITY LIMIT TO LINCOLN PARK
SCALE: NTS



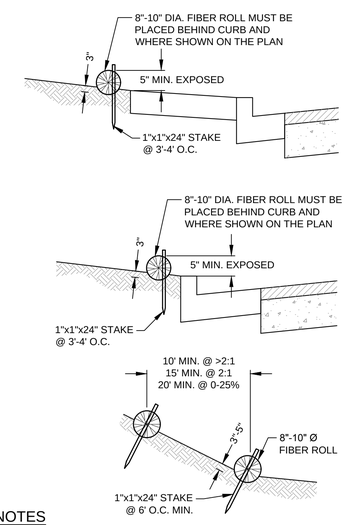
NOTES:
1. POUR CURB AND GUTTER SEPARATE FROM CONCRETE WALK.
2. CONTROL JOINTS CONSISTING OF 1" DEEP SCORES SHALL BE PLACED AT 10' INTERVALS O.C. - ALL SIDES EXCEPT BOTTOM.
3. WHERE WALK IS ADJACENT TO CURB, THE JOINTS SHALL ALIGN WITH THE JOINTS IN THE CURB.
4. GUTTER SLOPE SHALL BE 2% MAX AT CURB RAMP LANDINGS OR AS APPROVED IN THE FIELD BY THE ENGINEER.
5. AC PLUGS FOR NEW CURB & GUTTERS SHALL BE 2' MIN WIDTH. AS INDICATED IN THE GRADING PLANS, THE EXISTING BASE MATERIAL MAY BE UTILIZED FOR CONFORMS BEYOND THE 2' WIDTH AC PLUGS.

7 TYPE "A" CONCRETE CURB & GUTTER
SCALE: 1" = 1'



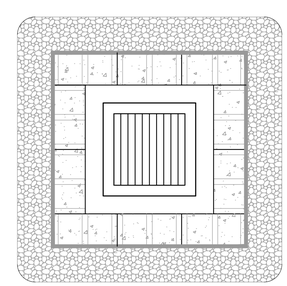
NOTES:
1. CONTRACTOR TO COORDINATE WITH TOWN FOR ALL DIG-OUT LOCATIONS.
2. SEE SHEET C1.01 FOR CORING LOGS.
3. USE TACK COAT ALONG AC SAWCUT

9 SAN PABLO AVE DIG OUT PAVEMENT REPAIR LINCOLN PARK TO PINOLE SHORES DRIVE
SCALE: NTS



NOTES
1. FIBER ROLLS TO BE LAID ALONG CONTOUR.

10 FIBER ROLL INSTALLATION DETAILS
SCALE: NTS



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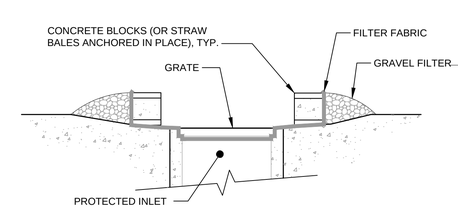
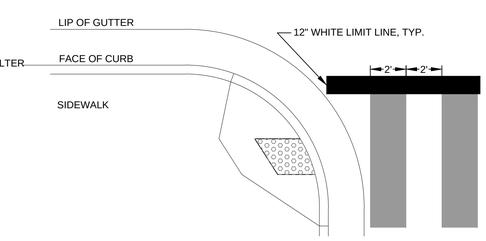


SECTION

11 INLET PROTECTION DETAIL
SCALE: NTS



12 CROSSWALK STRIPING DETAIL
SCALE: NTS

Rev	Date	Description	Designed	Drawn	Checked
-	07/14/21	BID SET	PW	RS	RS

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
Land Planning | Construction Management
45 Leveroni Court
Novato, CA 94949
tel: 415.883.9850
fax: 415.883.9835
http://www.cswst2.com
©2021

City: Pinole
County: Contra Costa
State: California

SAN PABLO AVE REHABILITATION

DETAIL SHEET

CITY OF PINOLE

Prepared Under the Direction of:
REGISTERED PROFESSIONAL ENGINEER
RICHARD J. SOUZA
No. 67892
CIVIL
STATE OF CALIFORNIA

Sheet
C5.00

Scale:	As Shown
Date:	07/14/2021
Project # :	R01801
Sheet # :	14 of 14

\\csw\hardrive\ALL\BERKELEY\Projects\01\30002.22 Pinole San Pablo Avenue Rehabilitation\DWG\Sheets\C5.00 - DETAIL SHEET.dwg 07/13/2021 - 08:21 PM Plot scale: 1:1

ATTACHMENT B
PART II

CITY OF PINOLE

Notice to Contractors, Instructions to Bidders, Special Provisions, Proposal, and Contract for:

SAN PABLO AVENUE REHABILITATION PROJECT

Approved: September 15, 2021

Mayor, Norma Martinez-Rubin
Mayor Pro Tem, Vincent Salimi
Councilmember, Anthony Tave
Councilmember, Maureen Toms
Councilmember, Devin Murphy

By_____
Misha Kaur Senior Project Manager

Return to Agenda

TABLE OF CONTENTS

NOTICE INVITING SEALED BIDS 1

INSTRUCTIONS TO BIDDERS 4

FORM OF PROPOSAL: 4

DELIVERY OF PROPOSALS: 4

MODIFICATIONS AND ALTERNATIVE PROPOSALS: 4

WITHDRAWAL OF PROPOSAL: 4

BIDDER'S SECURITY: 4

APPROXIMATE ESTIMATE: 4

ADDENDA: 5

DISCREPANCIES IN PROPOSALS: 5

COMPETENCY OF BIDDERS: 5

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS: 5

DISQUALIFICATION OF BIDDERS: 6

RETURN OF BID SECURITY: 6

AWARD OF CONTRACT: 6

ALTERNATES: 6

LISTING SUBCONTRACTORS: 6

EXECUTION OF AGREEMENT: 6

INSURANCE AND BONDS: 6

TELEPHONES: 7

INTERPRETATION OF PLANS AND DOCUMENTS: 7

SALES AND/OR USE TAXES: 7

BID PROTESTS: 7

GENERAL PROVISIONS (SECTION I) 1

Return to Agenda

A. PROJECT PROVISIONS 1

B. GENERAL PROJECT INFORMATION 1

1. REQUIREMENTS 1

2. DEFINITION OF TERMS 1

3. CONFERENCE 2

C. AWARD OF BID AND EXECUTION OF CONTRACT 2

1. DECISION AS TO WHICH CONTRACTOR IS THE LOWEST RESPONSIBLE BIDDER 2

2. NON-COLLUSION AFFIDAVIT 2

3. EXECUTION OF THE CONTRACT 2

4. CONTRACT BONDS 2

5. INSURANCE 3

6. COMPLIANCE WITH PROVISIONS OF THE PUBLIC CONTRACT 3

7. REJECTION OF BIDS 3

D. PROJECT PLANS 3

E. NOTICE TO PROCEED 3

F. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY 4

1. LAWS TO BE OBSERVED 4

2. SOCIAL SECURITY REQUIREMENTS 4

3. PREVAILING WAGES 4

4. PENALTIES 5

5. WORKING HOURS 5

6. APPRENTICES 5

7. REGISTRATION AND LICENSING OF CONTRACTORS 5

8. PERMITS AND LICENSES 6

9. PATENTS 6

10. INDEMNITY 6

11. NOTICE 6
12. CONTRACTOR'S RESPONSIBILITY FOR WORK 6
13. MAINTENANCE AND GUARANTEE 6
14. COOPERATION 7
G. PROSECUTION AND PROGRESS OF THE WORK 7
1. WORK SCHEDULE 7
2. SUBLETTING AND ASSIGNMENT 7
3. CHARACTER OF WORKERS 8
4. AGENTS OR FOREMAN 8
5. TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES 8
6. TIME OF COMPLETION AND LIQUIDATED DAMAGES 8
7. SUSPENSION OF CONTRACT 9
H. MEASUREMENT AND PAYMENT 9
1. MEASUREMENT AND PAYMENT 9
2. FINAL INVOICE AND PAYMENT 9
3. EXTRA WORK 10
4. UNPAID CLAIMS 10
5. ACCEPTANCE 11
I. CONTROL OF WORK 11
1. AUTHORITY OF THE CITY ENGINEER 11
2. CONFORMITY WITH PLANS AND ALLOWABLE VARIATION 11
3. PROGRESS OF THE WORK 11
4. SAMPLES 11
5. TRADE NAMES AND ALTERNATIVES 12
6. PROTECTION OF WORK 12
7. CONFLICT OF TERMS 12

8. INTERPRETATION OF PLANS AND SPECIFICATIONS 12
9. INCREASES AND DECREASES OF THE WORK TO BE DONE 13
10. ALTERATIONS OF THE WORK TO BE DONE 13
11. EXTRA WORK 13
12. PUBLIC UTILITIES 13
13. PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY 14
14. REMOVAL OF INTERFERING OBSTRUCTIONS 14
15. QUALITY OF MATERIAL 14
16. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK 15
17. SUPERVISION 15
18. SOIL COMPACTION TESTING 15
19. PRESERVATION OF PROPERTY 16
20. DUST CONTROL 16
21. SELECTED MATERIALS 16
22. SURPLUS MATERIALS 16
23. CLEAN UP 16
24. EQUIPMENT REQUIREMENTS 16
25. PROTECTION OF WORK AND PUBLIC 17
26. SPRINKLER SYSTEMS 17
27. CONTRACTOR'S SUPERINTENDENT AND PROJECT MANAGER 17
28. WORK AFTER REGULAR HOURS 17
29. CONTRACTOR'S DAILY REPORTS 18
30. REQUEST FOR WORKING DAYS 18
31. DEFECTIVE MATERIALS 18
32. SOUND AND VIBRATION CONTROL REQUIREMENTS 19
33. AIR POLLUTION CONTROL 19

34. FINAL CLEANING UP 19

35. CONTRACTOR'S REQUEST FOR FINAL INSPECTION 19

36. RESOLUTION OF PUBLIC WORKS CLAIMS 19

37. STATUTORY CLAIMS UNDER PUBLIC CONTRACT CODE SECTION 9204 22

38. TRENCHES AND EXCAVATIONS 25

39. STREET/PATHWAY CLOSURES 25

40. PUBLIC CONVENIENCE AND SAFETY 26

41. SANITARY CONVENIENCE 27

42. CONSTRUCTION YARD 27

43. EQUIPMENT REQUIREMENTS 27

44. PRESERVATION OF PROPERTY 28

45. NPDES COMPLIANCE/WATER POLLUTION CONTROL 28

46. SAFETY, SANITARY AND MEDICAL REQUIREMENTS 30

47. ELECTRICAL POWER 31

48. PROTECTION OF UNDERGROUND FACILITIES 31

49. AIR POLLUTION CONTROL 31

50. PROJECT APPEARANCE 31

51. WORK HOURS 32

52. CONSTRUCTION STAKING 32

PROJECT SPECIAL PROVISION (SECTION II) 1

1. GENERAL 1

2. CONSTRUCTION METHODS 3

3. MOBILIZATION 5

4. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS 5

5. CLEARING AND GRUBBING 6

6. UNCLASSIFIED EXCAVATION 7

7. APPURTENANT WORK 8
8. COMPACTION TESTING 8
9. FURNISH AND APPLY WATER 9
10. CONSTRUCTION PHASING AND TRAFFIC CONTROL 9
11. CONSTRUCTION AREA SIGNS 16
12. ROADWAY SIGNS 18
13. UTILITY ADJUSTMENTS TO GRADE 19
14. CITY MONUMENT PRESERVATION 22
15. BASE FAILURE REPAIR 23
16. HOT MIX ASPHALT (TYPE A) 25
17. PAVEMENT STRIPING AND MARKINGS 30
18. CURB PAINT 33
19. CONCRETE CURB RAMP 34
20. WATER POLLUTION CONTROL 39
21. CONSTRUCTION STAKING 40
22. WOODEN RETAINING WALL 41
23. VEHICLE LOOP DETECTORS 43

CHAPTER 1 I. GENERAL 1
CHAPTER 2 II. NONDISCRIMINATION 2
CHAPTER 3 III. NONSEGREGATED FACILITIES 7
CHAPTER 4 IV. DAVIS-BACON AND RELATED ACT PROVISIONS 8
CHAPTER 5 V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 15
CHAPTER 6 VI. SUBLETTING OR ASSIGNING THE CONTRACT 16
CHAPTER 7 VII. SAFETY: ACCIDENT PREVENTION 17
CHAPTER 8 VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS 18
CHAPTER 9 IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT 19

Return to Agenda

CHAPTER 10 X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION 19

CHAPTER 11 XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING 24

CHAPTER 12 XII. USE OF UNITED STATES-FLAG VESSELS: 24

CHECKLIST FOR BIDDERS 26

PROPOSAL 1

BID SCHEDULE 3

INFORMATION REQUIRED OF BIDDER 5

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS 7

DESIGNATION OF SUBCONTRACTORS 9

CONTRACTOR'S INDUSTRIAL 11

SAFETY RECORD 11

BID BOND 12

NONCOLLUSION AFFIDAVIT 14

CITY OF PINOLE CHECKLIST FOR EXECUTION OF CONSTRUCTION CONTRACT 15

CONTRACT 1

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS 4

INSURANCE REQUIREMENTS FOR CITY OF PINOLE 5

PAYMENT BOND 7

PERFORMANCE BOND 9

WORKER’S COMPENSATION CERTIFICATE OF INSURANCE 11

AGREEMENT TO COMPLY WITH 13

CALIFORNIA LABOR LAW REQUIREMENTS 13

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT 15

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY 17

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY 19

Return to Agenda

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY 22

APPENDICES 1

APPENDIX I 2

APPENDIX II 4

APPENDIX III 6

APPENDIX IV 8

STREET OVERLAY FISCAL YEAR 2021 9

Return to Agenda

CITY OF PINOLE

PLANS & SPECIFICATIONS FOR:

San Pablo Avenue Pavement Rehabilitation

NOTICE INVITING SEALED BIDS

CITY OF PINOLE

BIDS MUST BE RECEIVED BY: 2:00 p.m. on October 25, 2021

BIDS TO BE OPENED AT: City of Pinole, City Hall
2131 Pear Street
Pinole, CA 94564

PLACE OF BID RECEIPT: Department of Public Works
Attn: Misha Kaur, Sr. Project Manager
City Hall, 2131 Pear Street
Pinole, California 94564

NOTICE IS HEREBY GIVEN that the City of Pinole, County of Contra Costa, California, will receive up to, but not later than the time set forth above, sealed contract bids for the award of a contract for the project described in this document. All bids shall be made on the form furnished by the City and shall be opened and publicly read aloud at the above-stated time at the place of bid identified above.

Sealed bids must be placed in a sealed package with the project name and identification number typed or clearly printed on the lower left corner of the package.

PROJECT IDENTIFICATION NAME: San Pablo Avenue Pavement Rehabilitation Project

DESCRIPTION OF WORK: The Work generally consists of the installation of curb ramps, retaining walls, pavement stripes and markings, base failure repairs, and asphalt pavement grinding and overlay along San Pablo Avenue between Pinole Shores Drive to the westerly City limits. Refer to the Plans for a detailed description of the location. More specifically, the Work consists of, but is not limited to, saw-cutting; removal of existing asphalt concrete and Portland Cement concrete pavements, curb, gutter, ramps, and sidewalk, as required; construction of new portland cement concrete curb, gutter, ramps, and installation of asphalt concrete pavement, adjusting storm drain and utility boxes to grade, installation of pavement striping and markings, traffic control, installation of traffic signal loop detectors, associated wiring, wooden retaining wall, and conforming to adjacent landscape areas. Work around and in the City right of way is required. The Work includes preparation and submittal of a Construction Phasing Plan, as well as Traffic Control Plans for each phase of work. The Contractor is responsible to obtain and comply with all necessary permits and approvals to perform the work. The Contractor shall also coordinate the local transit authority, business owners, and home owners to make necessary accommodations for access to driveways and bus stops.

COMPLETION OF WORK: All work shall be completed within the contract period 95 working days following the written Notice to Proceed.

OBTAINING BID DOCUMENTS: Contract documents for the above referenced project may be downloaded free of charge from the City of Pinole webpage at http://www.ci.pinole.ca.us/bids (select: SAN PABLO AVENUE PAVEMENT REHABILITATION PROJECT under the Open Bids sections). The bid documents will also be posted on www.publicpurchase.com.

Each bid response shall be accompanied by the bid securities attachments required as part of this Request for Bid. This may include, but not be limited to such items as: a list of proposed subcontractors, evidence of insurance, performance bond and a labor and materials bond as specified in the contract documents.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the Public Works Officer for review at least 10 days before the time specified for bid opening in accordance with the bidders instructions contained in the bid package.

Each bid in excess of $175,000 must include an accurate bidder's questionnaire properly completed on behalf of the bidder and signed by a representative authorized to bind the bidder. The City will use the information contained in the questionnaire to determine whether, pursuant to applicable law, a bidder is deemed a responsible bidder for purposes of this project. The information contained in the bidder's questionnaire or the omission of relevant information may, in itself, be sufficient to support a determination that a bidder is non-responsive.

Pursuant to the Labor Code of the State of California (California Labor Code Section 1770 *et seq.*) the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the CITY ENGINEER and copies will be made available to any interested party on request. The information is also available on the state's Department of Industrial Relations Division of Labor Statistics and Research Website www.dir.ca.gov/dlsr. The Contractor to whom the contract is awarded and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

All Contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a Contractor may not bid or be listed as a Subcontractor for any bid proposal submitted for public works projects.

Each bidder must submit a bid to the City, addressed to the CITY ENGINEER on the standard forms available in the office of CITY ENGINEER. The bid must be accompanied by a cash deposit, a certified or cashier's check or a bidder's bond issued by a California admitted surety insurer, made payable to the Owner, in an amount not less than 10 percent of the total bid submitted. Bids shall remain valid and shall not be subject to withdrawal for ninety (90) calendar days after the bid opening date.

In accordance with California Public Contract Code Section 3300, the bidder must possess a valid **Class A – General Engineering contractor's license http://www.cslb.ca.gov/)**. No contract will be awarded to any bidder who at bid opening is not a properly licensed California contractor as required by the California Business and Professions Code.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

There is a $1,500.00 per day assessment for liquidated damages for each calendar day that work remains incomplete beyond the time specified for the completion of the work. Refer to the bid specifications and contract documents for further details.

The City reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding and to make awards in all or part in the best interest of the City in accordance with applicable law.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening bids.

BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

CITY OF PINOLE

By: _____

Misha Kaur Date
Senior Project Manager

Return to Agenda

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL:
The proposal shall be made on the bidding schedule ("proposal") herein. The proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described under Notice Inviting Sealed Bids.

DELIVERY OF PROPOSALS:
The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened unless the City has granted an extension. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS:
Unauthorized conditions, limitations or provisos attached to a proposal will render it non-responsive and may be cause for rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL:
The proposal may be withdrawn upon request by the bidder without prejudice prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the CITY ENGINEER. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.

BIDDER'S SECURITY:
Each bid shall be accompanied by certified or cashier's check payable to the City, or a satisfactory bid bond in favor of the City executed by the bidder as principal and a California admitted surety as surety, in an amount not less than ten percent (10%) of the amount set forth in the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within fifteen (15) calendar days after written notice of the award. In case of the bidder's refusal or failure to do so, the cash, check, or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form set forth as required.

APPROXIMATE ESTIMATE:
The quantities shown in the proposal form shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids; and the City does not guarantee nor agree, either expressly or by implication, that the actual amount required will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the Special Provisions or Standard Specifications, under which the work is to be constructed, without any way invalidating the contract, should such increase, decrease or omission be deemed necessary or expedient.

ADDENDA:
The CITY may, from time to time, issue addenda to the contract documents during the period of advertising for bids. Securers of contract documents shall be notified of, and furnished with, copies of such addenda, either by fax, certified mail, or personal delivery, or facsimile during the period of advertising at no additional cost.

DISCREPANCIES IN PROPOSALS:
The bidder shall set forth each item of work, in clearly legible figures, a unit or line item bid for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

(1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
(2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS:
In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein shall support each proposal. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for contractors shall apply also to subcontractors. All bidders submitting a bid in excess of $175,000 must complete the City's qualification form, and must pass all qualification criteria.

Contractors must sign the "Statement Acknowledging Penal & Civil Penalties Concerning the Contractor's Licensing Laws."

Each bid must include an accurate bidder's questionnaire properly completed on behalf of the bidder and signed by a representative authorized to bind the bidder. The City will use the information contained in the questionnaire to determine whether, pursuant to applicable law, a bidder is deemed a responsible bidder for purposes of this project. The information contained in the bidder's questionnaire or the omission of relevant information may, in itself, be sufficient to support a determination that a bidder is non-responsive.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS:
Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the proposal, plans, specifications, contract form and actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the proposal, plans,

specifications, and the contract form. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

DISQUALIFICATION OF BIDDERS:
No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID SECURITY:
The successful bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to unsuccessful bidders within twenty (20) calendar days after the successful bidder has signed the contract.

AWARD OF CONTRACT:
The City reserves the right to reject any or all bids or any parts thereof or to waive any irregularities or informalities in any bid or in the bidding. The award of the contract, if made by the City, will be to the lowest responsible and qualified bidder. The award, if made, will be within ninety (90) calendar days after the opening of the proposals; provided that the award may be made after said period if the successful bidder has not given the City written notice of the withdrawal of his bid.

ALTERNATES:
If alternate bids are called for, the contract shall be awarded to the lowest responsible bidder on the base bid.

LISTING SUBCONTRACTORS:
Each bidder shall submit a list of the proposed subcontractors on this project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, et seq.) and Title 49, Section 26.11 of the Code of Federal Regulations. Forms for this purpose are furnished with the contract documents.

EXECUTION OF AGREEMENT:
The bidder to whom award is made shall execute a written contract with the City in the form included in these contract documents and shall secure and provide to City all insurance and bonds as herein specified within fifteen (15) calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the City may declare the bidder's security forfeited, and it may award the work to the next lowest bidder, or may call for new bids.

If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses to execute the contract, the City may award the contract to the third lowest responsible bidder to execute the contract; such bidder's securities shall be likewise forfeited to the City.

INSURANCE AND BONDS:
The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage. The successful Contractor shall also furnish two (2) bonds required by the State Contract Act. Each

of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor, and the other said bond shall secure the payment of claims for labor and material.

TELEPHONES:
Bidders are hereby notified that City will not provide telephones for their use at the time of receipt of bids.

INTERPRETATION OF PLANS AND DOCUMENTS:
If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications, he or she may submit to the CITY ENGINEER a written request for an interpretation or correction. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract document will be made only by an Addendum duly issued, and a copy of such Addendum will be posted on www.ci.pinole.ca.us/bids and on www.publicpurchase.com. No oral interpretation of any provision in the contract documents shall be binding.

SALES AND/OR USE TAXES:
Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

BID PROTESTS:
The City will use reasonable effort to notify all bidders of its intent to award the subject project to all bidders who submit satisfactory Proposals no later than the first business day after the City has awarded the project, although any delay or failure to do so will not extend the Proposal protest deadline. Any Proposal protest must be submitted in writing to City at the Office of the CITY ENGINEER. at the address specified above, before 2:00 p.m. of the fifth (5th) business day following the City's award of the project. Protests must conform to the following:

- The initial protest document must contain a complete statement of the specific basis (or bases) for the protest and must be accompanied by a certified or cashier's check made out to the "City of Pinole" in the amount five hundred dollars ($500) in order to reimburse the City for expenses in reviewing and handling the protests. This fee is refundable if protest is upheld by the City Council.

- The protest must include the name, address and telephone number of the person representing the protesting party.

- The bidder filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders with satisfactory Proposals.

- The procedure and time limits set forth in this paragraph are mandatory and are a bidder's sole and exclusive remedy in the event of proposal protest. A bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue its proposal protest including the filing a Government Code Claim or instituting separate legal proceedings. A bidder may not rely on a protest submitted by another bidder, but must timely pursue its own protest.

Return to Agenda

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

_____ _____

15. TOTAL CLAIMED DBE PARTICIPATION

$

%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

_____ _____

25. Local Agency Representative's	26. Date	16. Preparer's Signature	17. Date
27. Local Agency Representative's	28. Phone	18. Preparer's	19. Phone
29. Local Agency Representative's Title		20. Preparer's Title	

DISTRIBUTION:

1. Original – Local Agency

2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice:

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).

16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Return to Agenda

DBE INFORMATION —GOOD FAITH EFFORTS (EXHIBIT 15-H)

Federal-aid Project No. _____ Bid Opening Date _____

The _____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

June 29, 2012

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____

_____

_____

_____

Names, addresses and phone numbers of firms selected for the work above:

_____

_____

_____

_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____

_____

_____

_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Return to Agenda

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____

_____

Return to Agenda

GENERAL PROVISIONS (SECTION I)

A. PROJECT PROVISIONS

The project provisions applicable to this contract shall be those set forth in the State of California Department of Transportation (Caltrans) Standard Specifications, for Construction of Local Streets and Roads, 2015 Edition and the Caltrans Standard Plans, 2015 Edition. (hereinafter referred to as "Standard Specifications"),. The Standard Specifications and Plans are referred to and by this reference are made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications and Plans in addition to the conditions set forth in these General Provisions and Special Provisions.

B. GENERAL PROJECT INFORMATION

1. REQUIREMENTS

All work embraced herein shall be accomplished in accordance with the applicable portions of Standard Specifications and Plans, except as modified by these Special Provisions and the Project Plans.

In addition to the above, the Contractor shall comply with the requirements of the following:

(a) Notice Inviting Sealed Bids
(b) Instructions to Bidders
(c) Proposal
(d) Bid Bond
(e) Information Required of Bidders
(f) Contract Agreement
(g) Faithful Performance Bond
(h) Labor and Material Bond
(i) Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Laws.
(j) Insurance

2. DEFINITION OF TERMS

Wherever in the "Standard Specifications" terms are used, they shall be understood to mean and refer to the following:

Agency & Owner – City of Pinole

Board – City Council, City of Pinole

Engineer – The CITY ENGINEER, acting either directly or through the properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Notice to Contractors - Notice Inviting Sealed Bids

3. CONFERENCE

The Contractor shall attend a preconstruction meeting with the CITY ENGINEER, which shall be held a minimum of five (5) working days prior to commencement of any work. The Contractor shall submit his 24-hour emergency telephone numbers to the CITY ENGINEER for approval a minimum of two (2) working days prior to the preconstruction conference.

C. AWARD OF BID AND EXECUTION OF CONTRACT

1. DECISION AS TO WHICH CONTRACTOR IS THE LOWEST RESPONSIBLE BIDDER

All bidders must submit with their proposals satisfactory evidence that they are capable of performing the work in accordance with plans and specifications. The CITY ENGINEER may require any bidder bidding on any public improvement to submit experience records covering a three-year period. The City Council may reject the bid of any bidder who has been delinquent or unfaithful in the performance of any previous contract work. The decision of the City Council as to which bidder is considered the "lowest responsible bidder" will be based not only on the actual amount of the bid, but also on the relative competence and experience of the bidders, with particular regard to the quality performance of any work done by them for the City or other entity in the past, and such decisions shall be final and binding upon all parties.

2. NON-COLLUSION AFFIDAVIT

The Contractor shall execute and return a "Non-collusion Affidavit" with its bid in the form attached herein.

3. EXECUTION OF THE CONTRACT

The contract, in the form set forth in the Contract Section shall be executed by the successful bidder in accordance with the Instruction for Execution of Documents, and returned to the City for execution by the City, and shall be accompanied by bonds and the evidence of insurance required herein, all within fifteen (15) calendar days from the date written notice of the award is mailed to bidder. No bidder proposal shall be considered binding upon the City until such time as the City has executed it. Failure or refusal to enter a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the lowest responsible bidder refuses or fails to execute the Agreement, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Agreement, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, each such bidder's bid securities shall be likewise forfeited to City.

4. CONTRACT BONDS

The successful bidder shall furnish to the City at his own expense two-surety bonds. One bond shall be in the amount of 100 percent of the contract price in the form set forth in the Contract Section to guarantee faithful performance of the contract work. The other

bond, in an amount not less than 100 percent of the contract price in the form set forth in the Contract Section shall be furnished to secure payment of those supplying labor and materials as required by California Civil Code section 3247. Each bond shall be executed in accordance with the instruction set forth in the Proposal Section and each bond shall be executed by a California admitted surety insurer acceptable to, and approved by the City Attorney.

5. INSURANCE

The Contractor shall at all times, during the term of this contract, carry, maintain and keep in full force and effect, a policy or policies of comprehensive public liability insurance with a California admitted insurance company with a Best's rating of no less than A:VII, within minimum limits of One Million Dollars (1,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth in the Contract Section attached hereto. The Contractor shall also at all times during the term of this contract carry, maintain and keep in full force and effect a policy or policies of Workers' Compensation insurance as required by applicable laws and regulations and shall provide to the City evidence of such coverage in the form set forth herein.

6. COMPLIANCE WITH PROVISIONS OF THE PUBLIC CONTRACT

All Contracts shall conform with the provisions of Sections 4100 through 4114 (the "Subletting and Subcontracting Fair Practices Act"), inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

7. REJECTION OF BIDS

Bids may be rejected by the City Council where, upon evidence of a prior performance of the bidder, the City Council has made a finding that the bidder is not a responsible bidder because of unsatisfactory performance within the past three (3) years with the City or with any other public entity. The City reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

D. PROJECT PLANS

The location of the work, its general nature, extent, form and detail of the various features are listed as a part of these Specifications and Plans.

E. NOTICE TO PROCEED

Upon award of this contract and signing the contract documents, the City shall issue the Contractor a Notice to Proceed. Contract period shall commence on the date in the Notice to Proceed. Working days are defined as Monday through Friday, with the exception that no work may take place on the following City holidays:

New Year's Day	January 1st
Martin Luther King Jr's Birthday	3rd Monday in January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday in Febraury
Cezar Chavez's Birthday	March 31st

Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving
Christmas	December 25th

If January 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday.

The City will not authorize any work to be done under these Specifications before the contract agreement has been fully executed; and any work that is done by the contractor in advance of such time shall be considered as being done at Contractor's own risk and responsibility, and as a consequence will be subject to rejection by not having been done in the presence of the CITY ENGINEER or Inspector as provided in Section 2-10 of the Standard Specifications.

In the event that the CITY ENGINEER shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion.

F. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

1. LAWS TO BE OBSERVED

The Contractor shall keep himself or herself fully informed on all existing and pending State and federal laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall observe all ordinances of the City in relations to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

2. SOCIAL SECURITY REQUIREMENTS

The Contractor shall furnish to the City satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy to the City that the Social Security and Withholding taxes are being properly reported and paid.

3. PREVAILING WAGES

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is to be performed, and not less than the general prevailing rate of per diem

wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. The information is also available on the website www.dir.ca.gov/dlsr Throughout the performance of the work the contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the work.

4. PENALTIES

The Contractor shall comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

5. WORKING HOURS

The Contractor shall forfeit, as penalty to the City, the sum of twenty-five ($25.00) dollars for each worker employed in the execution of the contract by Contractor or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 1 of the Labor Code (Section 1810 et. seq.). Working hours shall be limited to 8:30 AM – 4:30 PM.

6. APPRENTICES

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. REGISTRATION AND LICENSING OF CONTRACTORS

Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code shall be permitted to enter into a contract with the City for any public improvements.

8. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, including a City of Pinole business license, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

9. PATENTS

The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

10. INDEMNITY

The Contractor agrees to indemnify and hold harmless the City and others and to waive subrogation as set forth in the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution executed concurrently herewith, a copy of which is attached hereto and incorporated herein by this reference.

11. NOTICE

The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the CITY ENGINEER.

12. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the work by the City, by written action of the CITY ENGINEER, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence of willful misconduct of the City, its officers, agents or employees. In the case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the protection of work already completed and shall properly store and protect them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

13. MAINTENANCE AND GUARANTEE

(a) The Contractor hereby guarantees that the entire work constructed by Contractor under the contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make at Contractor's own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the final payment, and to restore to

full compliance with the requirements of these specifications, including any test requirements set forth herein for any part of the project or work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the CITY ENGINEER. The Contractor and Contractor's sureties shall be liable to the City for the cost thereof.

(b) The guarantees and agreements set forth in subsection (a) shall be secured by a surety bond which shall be delivered by the Contractor to the City before the Notice of Completion and acceptance of the work, by the CITY ENGINEER, as provided in Subsection 6-8 of the Standard Specifications. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies admitted in the State of California and satisfactory to the City, in the amount of 100 percent of the contract. Said bond shall remain in force for a period of one (1) year after the date of Notice of Completion and acceptance. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

14. COOPERATION

The Contractor is hereby notified that additional work within the work site may be scheduled during the course of this contract.

The Contractor shall cooperate with these and other projects in accordance with Sections 5-6 and 7-7 of the Standard Specifications.

Compensation for compliance shall be included in the various items of work, and no additional compensation shall be allowed therefore.

G. PROSECUTION AND PROGRESS OF THE WORK

1. WORK SCHEDULE

Prior to the Notice to Proceed, the Contractor shall submit a work schedule to the CITY ENGINEER for approval. Said schedule must show the dates of the expected start and completion of the various items of the contract work. The final schedule will be used as a controlling document throughout the construction period.

2. SUBLETTING AND ASSIGNMENT

The Contractor shall give Contractor's personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall not assign, transfer nor sublet any part of the work without the prior written consent of the City by the CITY ENGINEER and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the CITY ENGINEER. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of Contractor's liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the CITY ENGINEER, said subcontractor shall be removed

immediately from the project upon request by the CITY ENGINEER, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the City a list with the names, addresses and telephone numbers of all subcontractors who will work under Contractor.

3. CHARACTER OF WORKERS

The Contractor shall employ none but competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be removed from jobsite immediately and such person shall not again be employed on the work.

4. AGENTS OR FOREMAN

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the CITY ENGINEER shall be considered as having been served upon the Contractor.

5. TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES

The CITY ENGINEER shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the Director may deem necessary, due to unsuitable weather, or to such other conditions as the Director considers unfavorable for the proper prosecution of the work, or for such time as the Director may deem necessary due to failure on the part of the Contractor or Contractor's workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the CITY ENGINEER and shall not resume operations until so ordered in writing.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the CITY ENGINEER provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, if any, and the finding thereon shall be final and conclusive. If the City deems it appropriate to assess the contractor liquidated damages, such damages shall be amount of $1,000 per day.

7. SUSPENSION OF CONTRACT

If at any time, in the opinion of the CITY ENGINEER, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended by the terms of the contract, notice thereof in writing will be served upon Contractor, and should Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the CITY ENGINEER, the CITY ENGINEER shall have the power to suspend the operation of the contract and discontinue all work or any part thereof, subject to review by the City Manager. Thereupon the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part there of to the Contractor, and for such completion the City itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for by the City out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefore shall be charged to the Contractor. In case the expenses so charged are less than sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefore. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

H. MEASUREMENT AND PAYMENT

1. MEASUREMENT AND PAYMENT

Measure of the quantities of work and payments therefore shall be in accordance with Section 9 of the Standard Specifications. In accordance with Subsection 9-3.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the Contractor and submitted to the CITY ENGINEER before the tenth day of the following month for verification and payment consideration.

2. FINAL INVOICE AND PAYMENT

Whenever in the opinion of the CITY ENGINEER, the Contractor shall have completely performed the contract, the CITY ENGINEER shall notify the City Clerk that the contract has been completed in its entirety. The Contractor shall then submit to the CITY ENGINEER for approval, a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the CITY ENGINEER shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the CITY ENGINEER' opinion shall be just and

fair, covering the amount and value of the total amount of work done by the Contractor. The CITY ENGINEER shall then file a Notice of Completion of the work herein agreed to be done by the Contractor.

On the expiration of thirty-five (35) days after the date of recording the Notice of Completion, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the Faithful Performance Bond and Labor and Material Bond.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

3. <u>EXTRA WORK</u>

Extra work, when ordered in writing by the CITY ENGINEER, shall be paid for undera written change order in accordance with the terms therein provided. Payment for extra work will be based on one or a combination of the following:

1. Bid Items Prices
2. Force Account
3. Agreed Price
4. Specialist Billing

Payment by force account shall be determined in accordance with Section 9 of the Standard Specifications.

4. <u>UNPAID CLAIMS</u>

If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the City a verified statement of such claim, or if any person shall bring against the City or any of its agents any action to enforce such claim, the City shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

5. ACCEPTANCE

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty here in above. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

I. CONTROL OF WORK

1. AUTHORITY OF THE CITY ENGINEER

The CITY ENGINEER shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions, which may arise as to the interpretation of the plans and specifications. The CITY ENGINEER shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the CITY ENGINEER shall be final, and he shall have relative authority to enforce and make effective such decisions and an action as the Contractor fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work, the CITY ENGINEER is the City's authorized representative for all work within the scope of this agreement.

2. CONFORMITY WITH PLANS AND ALLOWABLE VARIATION

Finished surfaces shall in all cases conform with the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the CITY ENGINEER and authorized in writing.

3. PROGRESS OF THE WORK

The Contractor’s working days shall begin on the date stated in the Notice To Proceed which will be issued following the scheduling conference. The Contractor shall diligently prosecute the work to completion before the expiration of the time limit appearing in the specifications.

4. SAMPLES

The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the CITY ENGINEER for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the CITY ENGINEER. Rejected

materials must be immediately removed from the work by the Contractor and shall not again be brought back to the site.

5. TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and the catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the CITY ENGINEER, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the CITY ENGINEER. The CITY ENGINEER shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the Director's decision shall be final. All requests for substitution shall be submitted, together with all documentation necessary for the Director to determine equality, within 20 days following the award of the contract.

6. PROTECTION OF WORK

The Contractor shall continuously maintain adequate protection of all Contractor's work from damage, and the City will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

7. CONFLICT OF TERMS

The notice to bidders, proposal, plans, specifications and General Provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

8. INTERPRETATION OF PLANS AND SPECIFICATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the CITY ENGINEER for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event or doubt of questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

9. INCREASES AND DECREASES OF THE WORK TO BE DONE

The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the CITY ENGINEER and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done.

10. ALTERATIONS OF THE WORK TO BE DONE

By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the CITY ENGINEER and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

11. EXTRA WORK

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the CITY ENGINEER. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the CITY ENGINEER.

12. PUBLIC UTILITIES

All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the CITY ENGINEER to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the project site for the purpose of making repairs or changes in their property, which may be necessary as a result of the work. The Contractor shall also schedule and allow adequate time for those relocations or modifications necessary for the project by the respective utility owners. Employees and agents of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Pacific Gas & Electric. secondary, primary and transition facilities. The term "qualified person" shall mean one, who by reason of experience or

instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

The Contractor shall exercise due care to ensure that utility facilities are not damaged during his/her operations. The Contractor shall notify utility companies prior to the beginning of any work..

13. PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at Contractor's own cost, free of charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during Contractor's operation), shall be paid to the Contractor at the unit prices submitted in his bid. For the purposes of this contract, all curb termination stub-outs for traffic signal detectors are considered existing improvements. The Contractor at no cost to the Agency shall replace existing curb termination stub-outs damaged as a result of work required by the Plans and Specifications.

14. REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it is being understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing work.

15. QUALITY OF MATERIAL

Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the City will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

16. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the CITY ENGINEER, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the CITY ENGINEER made under the provisions of this paragraph, the CITY ENGINEER shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the CITY ENGINEER will furnish the Contractor with a certificate to that effect.

17. SUPERVISION

All manufactured products, materials and appliances used and installed and all details of the work shall at all times be subject to the supervision, test and approval of the CITY ENGINEER or his authorized representatives. The CITY ENGINEER or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the CITY ENGINEER so that proper inspection may be provided. Any work done in the absence of the CITY ENGINEER or the CITY ENGINEER' agent will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

The Contractor shall prosecute work on any State highway or with any railroad right-of-way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections, and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor's expense. A copy of the State Encroachment Permit and or railroad permit shall be provided to the CITY ENGINEER a minimum of 14 days prior to work being performed on any State Highway or railroad right of way. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

18. SOIL COMPACTION TESTING

Any soil compaction testing and certification shall be certified by a Geotechnical Engineer and provided and paid for by the City.

19. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

20. DUST CONTROL

The Contractor shall prevent and alleviate dust with methods as may be warranted by the location and nature of the work and in accordance with Section 10-5 of the Standard Specifications. Failure to control such dust shall be cause for the CITY ENGINEER or his authorized representative to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

21. SELECTED MATERIALS

Existing materials excavated within the project limits that meet the Standard Specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

22. SURPLUS MATERIALS

The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

23. CLEAN UP

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed on a daily basis. Full compensation for clean up shall be considered as included in the prices for the various contract items.

24. EQUIPMENT REQUIREMENTS

The Contractor shall provide a lead car with a "Wide Load" warning sign to lead the movement of any equipment exceeding 7 feet in maximum horizontal dimension over any street to the location of the scheduled work site. Equipment in violation of the contract or applicable law will be subject to a fine of one hundred dollars for each violation as determined by the CITY ENGINEER or his authorized representative. Any other violations shall be subject to the Vehicle Code of the State of California. Full compensation for the cost of furnishing the lead vehicles and adhering to the requirements of this section shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefore.

25. PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and will respond to alleged damage to private property and/or vehicles within twenty four (24) hours of notification. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions.

26. SPRINKLER SYSTEMS

Any sprinkler system damaged during the contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. If not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor.

27. CONTRACTOR'S SUPERINTENDENT AND PROJECT MANAGER

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified superintendent, who shall not be replaced without written notice to the CITY ENGINEER or his authorized representative except under extraordinary circumstances. The Contractor's superintendent shall be present at the site of the work at all times while work is in progress. The superintendent's sole duties shall be to supervise a full work crew and coordinate activities pertaining any work performed by the Contractor or its subcontractors including, but not limited to street resurfacing operations, street patching, concrete repairs, crack sealing, striping and marking, including traffic control and public notifications. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as such superintendent is again present at the site. The CITY ENGINEER or his authorized representative shall have the right, at any time, to direct a change in the Contractor's superintendent, if the performance is unsatisfactory, as determined by the CITY ENGINEER or his authorized representative, in its sole discretion.

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified project manager, who shall not be replaced without written notice to the CITY ENGINEER or his authorized representative except under extraordinary circumstances. The Contractor's project manager shall be responsible for overall administration and coordination of the work including, but not limited to processing of schedules, discussion of change orders and extra work and coordination and distribution of the Daily Reports. The CITY ENGINEER or his authorized representative shall have the right, at any time, to direct a change in the Contractor's project manager, if the performance is unsatisfactory, as determined by the CITY ENGINEER or his authorized representative, in its sole discretion.

28. WORK AFTER REGULAR HOURS

If the Contractor performs any work after regular working hours, or work in excess of 8 hours a day, or on Saturday, Sunday, or any legal holiday and if approved by the City, the Contractor shall pay the City any additional cost incurred by the City as a result of such work. The definition of work after regular working hours outside the work hours

specified in Special Provisions, Section II, Part A-20 Work Hours. Additional costs shall include but not be limited to construction observation and engineering services. Any of the additional costs incurred by the City due to after hours work by the Contractor will be deducted from any monies due or to become due to the Contractor.

29. CONTRACTOR'S DAILY REPORTS

The Contractor shall complete consecutively numbered legible daily reports indicating the number of people working, their names, a narrative description of work performed, the individual locations of the work, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, sub-contractors working at site, weather conditions, temperature, start time, finish time, and the date. The Contractor's Superintendent shall sign each report. The daily report shall be completed on forms prepared by the Contractor and acceptable to the CITY ENGINEER or his authorized representative. The City will provide a sample format for the daily report at the preconstruction conference. The Contractor shall distribute copies to the Construction Observers and the CITY ENGINEER or his authorized representative at either the conclusion of each workday or prior to the start of work the next day. No progress payments will be processed or made to the Contractor unless all daily reports are completed to the date of submittal of application for payment.

30. REQUEST FOR WORKING DAYS

The Contractor shall notify the CITY ENGINEER or his authorized representative separately in writing within 7 calendar days after the occurrence of a delay, when the Contractor believes that it is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday, for cause defined in Section 8 of the Standard Specifications, or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 8 of the Standard Specifications. The Contractor's failure to give written notice in the time period specified above shall constitute a waiver of all claims for an additional work day, whether direct or consequential in nature and that day will be counted as a working day. Upon receipt of the Contractor's written request, the CITY ENGINEER or his authorized representative will then make a determination of whether the day or days the Contractor is requesting shall be counted as working days.

31. DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the CITY ENGINEER. Upon failure on the part of the Contractor to comply with any order by the CITY ENGINEER made under the provisions of this article, the CITY ENGINEER shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

32. SOUND AND VIBRATION CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

33. AIR POLLUTION CONTROL

Contractor shall comply with all applicable air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

34. FINAL CLEANING UP

Upon completion of the project and before making application to the CITY ENGINEER for acceptance of the work, the Contractor shall clean all the streets and ground occupied by Contractor in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition.

35. CONTRACTOR'S REQUEST FOR FINAL INSPECTION

When the Contractor believes all the contract work is complete in all parts and requirements, the Contractor will notify the CITY ENGINEER or his authorized representative in writing through a certificate of completion form, which will be provided to the Contractor at the preconstruction conference.

After the City receives the Contractor's certificate of completion, the CITY ENGINEER or his authorized representative will review the Contractor's work for substantial performance with the contract documents. If the CITY ENGINEER or his authorized representative deems the work substantially performed, the Public Works Director will prepare a list of any minor remaining items of work to be completed. The Contractor shall complete all work on the list to the satisfaction of the CITY ENGINEER or his authorized representative within 30 calendar days after the date of the list or the Contractor waives any and all claims to all monies withheld by the City under the Contract to cover the value of all such uncompleted or uncorrected items, including any additional engineering, administration, or inspection costs. If the work was not substantially performed, working days will continue to accrue against the Contractor.

36. RESOLUTION OF PUBLIC WORKS CLAIMS

This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer

conference upon the request of the contractor, for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as through fully set forth herein.

Claims for $375,000 or below, as provided by Public Contract Code - §20104 (a)-(d), Application of article; provisions included in plans and specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public work contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Claims for $375,000 or below, as provided by Public Contract Code - §20104.2 (a)-(f), Claims, requirements, tort claims excluded:

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

<u>Claims for $375,000 or below, as provided by Public Contract Code - § 20140.4(a)-(c), pertaining to Civil action procedures; mediation and arbitration; trial de novo; witnesses</u>:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Claims for $375,000 or below, as provided by Public Contract Code - §20140.6 (a)-(b), Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

37. STATUTORY CLAIMS UNDER PUBLIC CONTRACT CODE SECTION 9204

Prior to submitting a Statutory Claim under Public Contract Code Section 9204, the Contractor shall fully comply with specified notice or protest requirements of the Standard Specifications with respect to each and every Statutory Claim.

For the purposes of this Section, Statutory Claim means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; (2) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (3) Payment of an amount that is disputed by the public entity.

The terms “Contractor”, “Public Entity”, “Public Works Project,” and “Subcontractor” shall have the meanings as set forth in Public Contract Code section 9204(c)(2) through(5).

Upon receipt of a Statutory Claim, the City shall conduct a reasonable review of the Statutory Claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the Statutory Claim is disputed and what portion is undisputed. Upon receipt of a Statutory Claim, City and a contractor may, by mutual agreement, extend the time period provided for the City's response. The claimant shall furnish reasonable documentation to support the Statutory Claim.

If the City needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Statutory Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Statutory Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Statutory Claim shall be processed and made within 60 days after the City issues its written statement. Failure by the City to respond to a Statutory Claim from a contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Statutory Claim being deemed rejected in its entirety. A Statutory Claim that is denied by reason of the City's failure to have responded, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the Statutory Claim or the responsibility or qualifications of the claimant.

If the claimant disputes the City's written response, or if the City fails to respond to a Statutory Claim issued pursuant to this Section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the Statutory Claim or any portion of the Statutory Claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the Statutory Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Statutory Claim shall be processed and made within 60 days after the City issues its written statement.

Any disputed portion of the Statutory Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the Statutory Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Statutory Claim remaining in dispute shall be subject to applicable procedures outside this Section.

For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third

party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this Section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section. Nothing in this Section shall relieve the Contractor from its obligations with respect to claims under Section 9-1.07B of the Standard Specifications.

Prior to commencing litigation, if a claim, Statutory Claim, or any portion of a claim or Statutory Claim remains in dispute, the Contractor shall file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedures in the Standard Specifications and the previous dispositions above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the Contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

The Contractor hereby agrees that it shall have no right to additional compensation, and/or additional contract time for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim was filed and received by the City within the time limit specified in the Standard Specifications.

38. TRENCHES AND EXCAVATIONS

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law: 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

39. STREET/PATHWAY CLOSURES

No closure of any street/pathway shall be allowed unless prior written permission is obtained from the CITY ENGINEER. If permission to close a street/pathway is granted then the Contractor is required to notify in writing at least four (4) working days in advance of street/pathway closures, all emergency services, public transportation services, garbage collections services, and school bus services, and other agencies as determined by Department of Public Works shall be notified by the contractor in writing of the locations, time and date of the closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least two (2) days in advance of the street/pathway closure.

For construction in the vicinity of a school, the Contractor shall contact the West Contra Costa County School District at (510) 231-1100, obtain a school schedule and school circulation plan and incorporate information into the project's schedule and traffic control.

AGENCY	TELEPHONE NO.
City of Pinole Police Department	510-724-8950
City of Pinole Fire Department	510-724-8970
Richmond Sanitary	510-262-1610
WestCat (Bus)	510-724-7993
West Contra Costa School District	510-234-3825
Post Master – Pinole	510-741-3056

40. PUBLIC CONVENIENCE AND SAFETY

Attention is directed to Section 7-1.03 and 7-1.04of the Standard Specifications and the California Manual on Uniform Traffic Control Devices –California MUTCD), published by the Federal Highway Administration (FHWA) and current California Department of Transportation (Caltrans) Supplement(s).

Traffic Control

General: Traffic control shall conform to the California MUTCD.

Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served as the work is expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The Contractor shall provide all markers, signs, delineators and crash cushions necessary to ensure the safe passage of traffic through the work zone.

Lane Closure Restriction: The Contractor shall maintain a minimum of one lane of traffic open at all times. The minimum width of a traffic lane shall not be less than 10 feet. Flashing Arrow Boards shall be required.

Flagging: The Contractor shall furnish at his expense and with no extra cost to the City such flagmen and guards as are necessary to give adequate warning to the public that roadway work is underway and of any dangerous conditions. Flagmen shall perform their duties and be provided with equipment in accordance with current applicable provisions of the California MUTCD. The equipment shall be furnished, kept clean and in good repair by the Contractor at his own expense. The Contractor shall furnish, erect, maintain and regularly inspect barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. These devices shall conform to the requirements set forth in the current California MUTCD. Any painted graffiti, vandalized, or otherwise damaged signs or equipment shall be immediately replaced.

All street closures, flagging arrangements, detours and traffic signing, including special signs, must be approved by the CITY ENGINEER at least ten (10) working days prior to such closures. Public notification signs shall be approved by the CITY ENGINEER and installed at that time.

Pathway: If work is to be conducted in the vicinity of a pathway, the Contractor shall provide pedestrians with a safe walkway around the construction zone.

Access: The City shall provide the Contractor access to private property when the work requires such access.

Traffic Control Plans: **10 working days** prior to commencement of any work, the Contractor shall submit to the CITY ENGINEER a Traffic Control Plan for all of the various phases of construction. Said plan shall follow the requirements of Section 7-10 of the Standard Specifications and the California MUTCD.

Full compensation for conforming to the requirements of Section 7-10 of the Standard Specifications, the California MUTCD and these Special Provisions not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed thereof.

41. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on the job shall be provided and maintained in an approved manner by the Contractor, properly secluded from public observation and in compliance with health ordinances, laws and regulations, and their use shall be strictly enforced by the Contractor. Any workman, who fails to use the sanitary facilities as intended, shall be removed from the project site permanently at the sole discretion of the Engineer.

42. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the CITY ENGINEER or his authorized representative. Storage sites are to be addressed in the Contractor's SWPPP.

If permission is given to use a City site, the Contractor shall repair any damage as a result of his operations and any repairs will restore the site to **new** and not pre-existing conditions.

When storage sites are to be on located upon private property, the Contractor shall submit to the CITY ENGINEER or his authorized representative, written approval from the record owner authorizing the use of the property by the Contractor. The Contractor shall contact the appropriate City Planning Department to determine if using the site as a stockpile area is allowed. After the project is complete, the Contractor shall supply a written release signed by the owner of record that said property has been satisfactorily restored in order to provide assurance to the City that no later property owner claims will be filed by residents whose property has allegedly damaged by the Contractor and not repaired to their satisfaction. The City will provide the Contractor with a sample release form upon request.

43. EQUIPMENT REQUIREMENTS

Contractor shall furnish all equipment required to safely complete the work and avoid, if possible, conducting any on-site maintenance or repair of said equipment. Necessary minor maintenance may be conducted on site; however, all maintenance and/or repairs shall be completed Monday through Friday between the hours of 7:00 a.m. and 5:30 p.m. Fueling and minor maintenance shall be in compliance with the National Pollutant Discharge Elimination System ("NPDES") requirements.

All equipment shall be in good repair. Equipment from which leaks of oil, hydraulic fluids, coolant, etc., are observed shall be removed from service until the necessary repairs have been completed.

44. PRESERVATION OF PROPERTY

Existing improvements in areas adjoining the locations whereon construction activities are being performed shall be protected from injury or damage resulting from operations of the Contractor. In like manner any building, structure, tree, shrub, or other item in the vicinity of the Contractor's operation, shall be similarly protected and preserved. Vegetation cleared during site preparation shall become the property of the Contractor and shall be removed from the area unless otherwise directed by the CITY ENGINEER.

45. NPDES COMPLIANCE/WATER POLLUTION CONTROL

Water pollution control shall consist of constructing those facilities specified by these Contract Documents, required by law, or as ordered by the CITY ENGINEER or his authorized representative. Said work is intended to provided prevention, control and abatement of water pollution to streams, oceans and other bodies of water. Full compensation for conforming to the requirements in this entire section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

Housekeeping/Cleanup: The Contractor shall prevent pollution of stormwater from cleanup and disposal operations by using good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to wash them away with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and taken to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of as a hazardous waste. A separate permit is required. Common hazardous debris found on construction sites include, but are not limited to: liquid residues from paints, thinners, solvents, glues, and cleaning fluids, leaching agents form lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., unused pesticides.

Sanitary Waste Management: The Contractor shall prevent the discharge of sanitary waste to stormwater by providing convenient, properly located, well maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

Vehicle and Equipment Management: The Contractor shall use and maintain construction vehicles and equipment in a manner that prevent leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles

frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible, and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas, provide containment devices and cover if necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, and steam clean in confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g. paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Surface and Subsurface Water Control: The Contractor shall prevent or reduce the discharge of pollutants to stormwater from surface and subsurface water control operations by using the following methods:

For surface water control operations where the flow is routed to bypass the construction area, establish stable (erosion resistant) conveyance routes for the diverted flow. Trap any significant sediment (e.g., mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin.

In subsurface pumping or other subsurface water control operations where significant amounts of sediment (e.g., mud) are present in the removed water, capture the sediment in a sediment trap, filtering berm, or basin.

If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in the facility prior to discharging of the water.

In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.

Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board if water is discharged to groundwater or land.

Concrete and Mortar Products: The Contractor shall prevent or reduce the discharge of pollutants to stormwater from concrete waste by conducting washout at appropriate off-site locations, performing on-site washout in a designated area, and training employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks the Contractor shall provide appropriate off-site locations or designated contained areas, at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough for liquid and solid waste. When concrete sets, breakup and dispose of it in construction fills per direction of soils engineer or as solid waste or recycle.

The Contractor shall inform concrete suppliers of the designated washout locations and disposal sites for concrete and mortar products.

Asphalt and Bituminous Products: Dispose of old asphalt properly. Collect and remove all broken asphalt from the site and recycle whenever possible. Do not dispose of asphalt products into waterways. Follow the stormwater permitting requirements for industrial activities if paving involves an on-site mixing plant.

Construction Water: The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. The Contractor shall:

Store construction water in leak proof tanks, located away from the drainage system. Use construction water conservatively. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

Saw Cut Slurry: Saw cut slurry contains pollutants that must be contained and disposed of properly. The Contractor shall: Prevent saw cut slurry from entering catch basins, manholes and storm drains. Direct slurry into a temporary pit. Dispose of by shoveling or vacuuming the slurry into a truck and removing from the site. Place drip pans or absorbent materials under saw cutting equipment when not in use. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

Except as otherwise provided in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

46. SAFETY, SANITARY AND MEDICAL REQUIREMENTS

The Contractor, his employees, his subcontractors and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case the Contractor does not observe any such regulations and orders, the CITY ENGINEER at the Contractor's expense may enforce them.

47. ELECTRICAL POWER

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at his own expense, all necessary electrical power required for his operations under the contract.

48. PROTECTION OF UNDERGROUND FACILITIES

Attention is directed to the possible existence of underground facilities not known to the owner or in a location different from that, which maybe indicated on the plans, or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the Plans or in these Special Provisions, he shall immediately give the CITY ENGINEER written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the CITY ENGINEER and the Contractor will be paid for such work as extra work as provided in Section 3-3 of the Standard Specifications.

49. AIR POLLUTION CONTROL

Section 7-8.2, “Air Pollution,” of the Standard Specifications is supplemented by the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents including, but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the Bay Area Air Quality Management District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

50. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. **The project streets and any streets adversely affected by the Contractor’s activities shall be kept clean at all times. Contractor shall have access to a vacuum sweeper at all times.**

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is required, the material shall be placed in an area, which does not impact, public or private landscaping or irrigation and the material shall be removed or disposed of daily.

Should the Contractor appear to be neglectful or negligent in maintaining a clean project site, the CITY ENGINEER may direct the Contractor’s attention to the existence of such condition(s). The Contractor shall provide all necessary measures immediately, at his expense. If attention is directed to the existence of such condition(s), and the

Contractor fails to provide an appropriate remedy, any expense incurred by the City for providing correcting actions may be deducted from the pay estimates and the total contract price for the work, including a Fifty Dollar ($50.00) penalty per calendar day the condition(s) exist from date of notification.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

51. WORK HOURS

The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding those City holidays listed in Section II.A.5 of the Special Provision on page SP-2. Allowable hours for lane closures will vary based on work location and will be detailed in the Special Provisions. Deviation from normal working hours will not be allowed without prior consent of the CITY ENGINEER.

In the event work is allowed by the CITY ENGINEER outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees shall be levied against the Contractor at a rate of $165.51per hour or actual costs plus 10% if a consultant is utilized, plus travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the CITY ENGINEER as a matter of public safety or to otherwise ensure the quality of the work.

If work is permitted after sunset, the Contractor shall provide, at its expense, adequate light for proper prosecution of the work for the safety of the workmen and the public, and for proper inspection.

52. CONSTRUCTION STAKING

Contractor shall be required to provide any and all necessary construction staking required to construct the project. The Contractor shall be responsible for hiring a licensed land surveyor or a civil engineer authorized to survey, to provide a layout and construction staking of all improvements being constructed as part of this project. The contractor shall provide the city with cut sheets at least 24 hours prior to proceeding with new work.

Payment
Full Compensation for this item shall be considered included in the various bid items of this project and therefore, no additional compensation shall be allowed.

END OF SECTION

Return to Agenda

PROJECT SPECIAL PROVISION (SECTION II)

The Special Provisions and Technical Specifications contained herein have been prepared by or under the direction of Rich Souza, a registered professional engineer.

Rich Souza Date: 05.03.21

1. GENERAL

Order of Work - Order of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications and these Special Provisions. The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to traffic, schools and residences.

Scheduling, Notifications and Posting: Within five (5) calendar days of notification of award of the Contract, the Contractor shall prepare and submit a detailed work schedule meeting the following criteria to the CITY ENGINEER or his designated representative: **The Notice to Proceed will not be issued until the schedule has been submitted in a substantially complete form. Should the Contractor not submit the project schedule within five (5) calendar days, then the City may begin deducting working days from the Contractor.**

Said schedule must show the dates of the expected start and completion of all the various bid items, including but not limited to the location of where the Contractor will be performing the work, all tasks that will be performed that day, and the estimated amount of time each working day that it shall take the Contractor to complete the work. The schedule shall be in the form of a Gant/Bar Chart and a Critical Path Method schedule, and both shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated

starting and completion dates of various activities, scheduling of equipment and procurement of materials. The construction schedule shall reflect completion of all work under the Contract within the specified time and in accordance with the contract documents.

The Contractor shall obtain a City paving and base map and submit five (5) copies of overall map schedules, on which streets are color coded to clearly show the relationships between the different scheduled weeks, one for each for overlay. On separate maps, street segments shall be color coded by day for the full upcoming week to provide active map schedules, one for each, showing overlay and cold milling. The overall map schedule showing all street segments color coded by week shall be provided as part of schedule submittals. Both the active and overall schedules shall be provided as part of initial schedule submittal and shall be updated throughout the term of the project. These maps shall be updated weekly and shall be transmitted over the weekend such that the City has color documents on Monday morning.

An active schedule shall also be prepared as a list showing street segments for paving and edge grinding a week ahead, which shall be prepared on a daily basis as changes occur. The Contractor's designated respective foreman or project supervisor shall contact the contractor's office near the end of the workday and coordinate edits of the list of street segments such that the list can be hand-delivered, faxed or e-mailed to the City by 5:00 p.m. the same day. Failure to provide the updated list as specified will be cause for the Engineer to limit the work to street segments on the previous list.

The Contractor shall provide a copy of the active schedule list in a format and on a day acceptable to the CITY ENGINEER or his authorized representative to be considered the advance weekly schedule. The City will then forward these schedules to the local cable station that will televise in order to further notify the residents. The City will provide the Contractor the exact format of the weekly schedule at the preconstruction conference. The Contractor shall submit these schedules at least 1 week prior to the occurrence of the work. The Contractor shall be responsible for preparing any modifications to these schedules on a weekly basis.

During the conference between the Contractor and the CITY ENGINEER or his authorized representative, the work schedule will be discussed and modified, if necessary, by mutual agreement. Should it become necessary for the City to temporarily delay the work schedule agreed upon during the scheduling conference, every effort will be made to permit a new work schedule at the time most convenient to the Contractor, thus permitting the project to proceed with the shortest intramural movement of the equipment within the project.

The Contractor shall submit requests for changes in the schedule in writing to the CITY ENGINEER or his authorized representative for approval at least 2 working days prior to the scheduled work affected.

The Contractor shall prepare a typewritten copy of the weekly schedule in a format acceptable to the CITY ENGINEER or his authorized representative.

The City of Pinole strictly adheres to a policy whereby property owners are kept fully informed as to potential inconveniences caused by construction activities within the City. Every effort is made to minimize these inconveniences. Toward this goal, the Contractor will be required to thoroughly schedule his work and to share that schedule with the property owners affected by the project. This is accomplished using door hangers placed 1 week and 48 hours prior to the planned activity. The door hanger shall contain the information as determined by the City at the Pre-construction meeting. In order to avoid unnecessary problems through the construction period, it is mandatory that a detailed schedule be prepared which addresses all of the known controls, which must be scheduled around. .

The Contractor shall distribute to each residence and business a written notice (door hanger), to be submitted to and approved by the Engineer, a minimum of 48 hours prior to placing the notices. For apartment buildings, condominium, or townhouse, the Contractor shall notice each individual unit within the complex. The Contractor shall contact the property manager to gain access. The notice shall state the type of work and the approximate time the work is anticipated. All notices shall include the Contractor's telephone number to address questions. The Contractor shall be responsible for re-notification of all affected property owners should the project be delayed.

MEASUREMENT AND PAYMENT
Full compensation for “Scheduling, Notifications and Posting” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work complete as specified herein and shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

2. CONSTRUCTION METHODS

General: The Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

Preservation of Property: Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item in the area where demolition and removal are being performed shall be similarly protected and preserved.

Dust Control: The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust

caused by his operations, and failure to control such dust shall be cause for the CITY ENGINEER to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

Removal of Traffic Stripes and Pavement Markings

The Contractor shall remove pavement striping, markings, and raised markers in conflict with roadway improvements and as indicated in the Plans and as described in this Section.

The pavement markings include lane lines, arrows, symbols, and numerals shall be removed by grinding or as approved by the Engineer. The Contractor shall use a grinder that minimizes damage to the existing asphalt but obliterates the marking. This work shall minimize the generation of dust. Should the Contractor damage the asphalt, he or she shall restore the surface to the satisfaction of the Engineer at no additional cost.

When the presence of asbestos, lead paint or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such substances will be included in the lump sum price for this contract.

Selected Materials: Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

Surplus Materials: The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

MEASUREMENT AND PAYMENT

Full compensation for “Construction Methods” shall include full compensation for furnishing all labor, materials, tools, equipment, testing of hazardous materials, removal and disposal of hazardous materials, and incidentals for doing all work complete in place for preservation of property, dust control, selected materials, hazardous materials, and surplus materials as specified herein and shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

Return to Agenda

3. MOBILIZATION

General: Mobilization shall conform to the provisions in Section 9-1.16(D), "Mobilization," of the State Standard Specifications, and shall consists of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all staging areas and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items. Mobilization shall include obtaining insurance and bonds, obtaining and paying for all permits by other agencies if applicable, furnishing temporary construction utilities, installing construction and other construction facilities all as required for the proper performance and completion of the work.

The work of this bid item also includes demobilization. Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the City.

MEASUREMENT AND PAYMENT
Full compensation for "Mobilization" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including providing bonds, insurance, financing, moving equipment to and from the job site and preparing an approved work schedule as specified herein and shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

4. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

General: Except as may otherwise be provided in specific instances, nothing in the Contract shall be constructed as vesting in the Contractor any property right in any material, article or structure existing at the time of award of Contract within the area in which the work is to be done; or in any material or article subsequently furnished for the work by the Contractor after having been accounted for on an approved estimate supporting the Contractor's demand for payment as provided in Section 9 of the Standard Specifications. In the latter event any such material, article, structure or work shall become the property of the agency after being so accounted for.

The Contractor shall maintain all existing roadside mailboxes and signs including, but not limited to directional, warning, advisory, regulatory, bus stop, and street markers, in an erect and functional position and conditional all times during the construction period in temporary locations as designated by the CITY ENGINEER or his authorized representative. The Contractor at no cost to the Agency shall replace any of these facilities, which are damaged or lost.

Contractor shall submit video documentation with a log of existing damages prior to commencing with work. Should a resident claim existing improvements were

damaged by construction, and Contractor did not confirm status per above, Contractor shall restore existing improvements at no cost to the City.

When an interfering portion of a privately owned sprinkler system is removed from the public right of way, heads and other salvable material shall be carefully removed and placed on the private property. The Contractor shall remove any of the materials not wanted by the owner of the private property from the site. Removal, repair, or capping shall be as directed by the CITY ENGINEER or his authorized representative.

Contractor shall confirm operational status of all affected irrigation with inspector and resident prior to commencing work. Should resident claim their system was damaged by construction, and Contractor did not confirm status per above, Contractor shall restore system to operation at his own cost.

MEASUREMENT AND PAYMENT

Full compensation for “Protection and Restoration of Existing Improvements” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work complete as specified herein and shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

5. CLEARING AND GRUBBING

General: The Contractor shall clear and grub along edge of pavement as necessary to cold mill and resurface per plan. In addition, the contractor shall clear and grub the area to receive new curb, gutter and sidewalk. All clearing and grubbing work shall be done in accordance with Section 17-2, "Clearing and Grubbing", of the State Standard Specifications, these Specifications, and as directed by the Engineer.

Execution: Clearing and grubbing shall consist of (but not limited to) removing and disposing of vegetable growth and deleterious, including roots, grass, weeds, rocks, as well as pavement sawcut, and all other objectionable material as required to construct the improvements, as shown on the Plans and as specified in these Specifications.

All resulting plants, shrub, and other excavation material shall be disposed of outside the street right-of-way as required in Section 7-1.13 of the Standard Specifications.

Prior to starting clearing and grubbing operations, the Contractor shall inform the Engineer of the intended limits of his/her clearing and grubbing operations and shall obtain the Engineer’s approval on such proposed limits. The Contractor shall not clear and grub any area not essential to their construction obligations and protect from injury or damage resulting from his/her operations all vegetation, facilities, or improvements, which are to remain. All edges of existing paving to remain shall be sawcut in a neat, clean manner.

MEASUREMENT AND PAYMENT

The lump sum cost paid for “Clearing and Grubbing” (Bid Item A-9) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing, including the removal and disposal of the resulting material, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

6. UNCLASSIFIED EXCAVATION

General: Unclassified excavation shall consist of all excavation, including roadway, bituminous pavement associated and concrete pavement, curb, sidewalk, gutters, cross gutters, driveways and access ramps.

Execution: *Bituminous Pavement* shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before permanent to ensure that all areas to be paved are accessible to the rollers used to compact the subgrade or paving materials. Removal at flow line areas shall include restoring pavement surface to flow line grade based on surrounding conditions.

Roadway base and surfacing shall be removed as required for the roadway in accordance with Section 19, “Earthwork,” of the Standard Specifications and these Specifications, as shown on the Plans, and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements.

The Contractor, at his expense, shall repair materials to be salvaged that are damaged as a result of the Contractor’s operations to the satisfaction of the Engineer.

Removal of Concrete Curb, Gutter, Sidewalk Cross Gutters, Driveways and Access Ramps: Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1.5 inches. Concrete sidewalk, access ramps or driveways to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut would fall within 30 inches of a construction joint, functional weakened plane joint, expansion joint or edge, the concrete shall be removed to the joint or edge. In any case, the saw cut shall be made in and along a score mark if within the 30-inch zone. Curb and gutter shall be sawed to a depth of 1.5 inches on a neat line at right angles to the curb face.

Existing concrete to be removed shall be completely removed and disposed of in conformance with the provisions in Section 15-3, "Concrete Removal" and Section 14-10, “Solid Waste Disposal and Recycling”, of the Standard Specifications and these Specifications, as shown on the Plans, and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements.

MEASUREMENT AND PAYMENT

Full compensation for “Remove Asphalt Concrete & Base” of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including sawcutting, demolition and removal of asphalt and aggregate base, hauling, recycling, disposal, cleanup and other incidental work, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and shall be included in the cost of the various bid items.

The contract price paid per square foot for “Remove Concrete & Base” (Bid Item 24) of the various types sidewalk, pus pad, driveway, curb, and gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing concrete, complete in place, including sawcutting, demolition and removal, hauling, recycling, disposal, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The provisions of Section 9-1.06B Increases of More Than 25 Percent and Section 9-1.06C Decreases of More Than 25 Percent, of the Standard Specifications shall not apply. No adjustment in the respective contract unit price for “Remove Asphalt Concrete & Base” shall be made for increases or decreases of more than 30 percent of the quantities set forth in the Schedule of Bid Prices.

Payment: Full compensation for unclassified excavation shall be included in the applicable price bid for the construction items requiring removal, and no additional payment shall be made therefor. Payment for access ramp construction, reconstruction or modification shall be included in the unit price bid, including the removal of existing improvements, truncated dome, retaining curb, restoration of existing landscaping and irrigation system, and no additional payment shall be made therefor.

7. APPURTENANT WORK

All items in the Bid Schedule are for construction completed in place, including all incidentals, appurtenant work and materials necessary for the satisfactory completion of the work. Full payment shall be considered as the bid prices for the items of work, and no additional compensation will be made therefore.

8. COMPACTION TESTING

The City of Pinole will provide all necessary soils compaction testing for this contract, except for work that has to be redone as noted below.

The Contractor's requests for compaction testing shall be made to the CITY ENGINEER or his authorized representative a minimum of 2 working days prior to the time required for such work.

The Contractor, at his expense, shall excavate the holes for all of the tests, backfill the holes and compact this backfill, and pave the surface, if required, after the test.

Compaction tests on the subgrade, which meet the specified requirements, will be at the City's expense. All compaction tests, which do not meet the specified compaction requirements, will be at the Contractor's expense, with no re-compensation therefore.

9. FURNISH AND APPLY WATER

Furnishing and applying water shall be considered as included in the lump sum and unit prices paid for the various bid items requiring water, and no additional compensation will be allowed therefore.

Should the Contractor require water for construction operations, such as for compaction and dust control, he shall apply for a water meter from, and follow the requirements of, the East Bay Municipal Utility District.

10. CONSTRUCTION PHASING AND TRAFFIC CONTROL

General:

Construction Phasing Plan (CPP) - The Contractor is required to submit a Construction Phasing Plan and receive approval by the Engineer prior to starting on-site activities, as described herein and in the Special Provisions.

Contractor shall provide traffic control within the work zone throughout the project as needed for the various traffic situations and street configurations in full conformance with the "California Manual on Uniform Traffic Control Devices 2014 ((Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices (MUTCD) 2009, as amended for use in California)" herein after referred to as Traffic Control Manual. The Traffic Control Manual may be obtained online at http://www.dot.ca.gov/trafficops/camutcd/camutcd2014rev2.html

Submittals:

Construction Phasing Plan (CPP) - The Contractor is required to submit a Construction Phasing Plan and receive approval by the Engineer prior to starting on-site activities. The Contractor's CPP shall take into consideration the roadway restrictions described below and roadway restrictions in the proposed and approved TCPs. The Contractor shall submit revised CPP(s) for any changes to the Construction Phasing Plan, including any change to the TCPs. The CPP shall be submitted within 10 working days following issuance of the Notice to Proceed (NTP), and at least 10 working days prior to the proposed start of on-site work, for review and approval by the Engineer. The City of San Pinole reserves the right to modify any portion of the plan.

Traffic Control Plans (TCPs) - The Contractor is required to submit Traffic Control Plans for each stage of construction and receive approval by the Engineer prior to starting work on an upcoming stage. The Contractor's TCPs shall take into consideration the roadway restrictions described below. The Contractor shall submit in writing a complete traffic control plan (1"=40' scale min. drawing) to the City Engineer within fifteen (15) working days after the effective date of the Notice to Proceed. The traffic control plan shall include all locations, which involve all project improvements and shall indicate each stage of work, signage, flagman, detour routes, and any other pertinent information. It shall also show all proposed traffic controls to scale (e.g., widths and lengths of temporary barriers, lane and sidewalk widths, and roadway widths). The traffic control plan shall be reviewed and approved by the Engineer before the Contractor shall be allowed to begin work. The City of Pinole reserves the right to modify any portion of the plan.

The traffic control plan shall include a pedestrian detour plan to route pedestrian and bicycle traffic around the active work area affecting access. Signage must be installed to direct pedestrians to cross at adjacent intersections/crosswalks or on the same side of the street in high pedestrian traffic areas and indicate the portions of sidewalk that will be closed to pedestrian traffic, as directed by the Engineer. Contractor shall maintain ADA compliant pedestrian access to adjacent businesses and residents during all phases of construction.

Execution:

Construction Phasing Plan (CPP) - The Construction Phasing Plan (CPP) as described in the Contract Documents, including herein and in the Special Provisions shall include sufficient detail to describe how the Contractor intends to phase the work over the course of the entire project. Details for each phase of construction shall be included in the CPP. Any change to the CPP shall be reviewed and approved by the Engineer prior to implementation by the Contractor. The City of Pinole reserves the right to modify any portion of the plan. The Contractor shall not proceed with any on-site activities until the CPP is approved by the Engineer, or unless otherwise directed by the Engineer.

At a minimum, the CPP shall include the following information:

- One of the Contractor's first on-site activities shall be to place portable changeable message sign (PCMS) boards in coordination with the Engineer. A minimum of 2 PCMS boards shall be placed for each phase and/or subphase. All of these PCMS boards shall be in placed at least 5 working days prior to the start of the first construction phase. Refer to the "Traffic Control Plans (TCPs)" subsection below for more information.
- Proposed construction sequencing, including limits of work, type(s) of barriers to separate work areas from public areas, work hours, durations of each

phase, and an overall project schedule showing how each phase is related to adjacent phases. Barriers that separate pedestrians from vehicle traffic lane(s) shall be water-filled with a minimum height of 30 inches, unless otherwise approved by the Engineer.

- Layout of the work areas, including materials storage, parking for Contractor's vehicles, and ingress and egress to/from the work areas via nearby streets, which should take into account sight lines for pedestrians, bicyclists, and motorists. These areas shall be sized as small as possible.
- Construction employees shall not occupy on-street public parking spaces. The Contractor shall provide off-street (on-site) parking accommodations for their employees. Contractor's employees shall find other alternatives to driving singly to the site.
- Proposed pedestrian, bicycle, and motor vehicle access ways around the work areas for each construction phase, including pedestrian circulation routes, temporary curb ramps, crosswalks, and other pedestrian facilities; bicycle circulation routes and treatments around the construction areas; and quantity, width, and direction of traffic lanes.
- General detour plans, if applicable, for any condition that would be expected to affect traffic.
- Existing waste and recycling operations must continue uninterrupted during the time of this Contract. The Contractor must schedule and perform all Work in such a way to avoid conflicts with ongoing waste and recycling operations. Provide a minimum of 25 contiguous feet of unobstructed curb and sidewalk space per City block face, on a daily basis, in order to accommodate the City's need to pick up curbside waste bins/carts for residents and businesses within the Project limits. Provide manual assistance to move and/or relocate waste bins/carts as necessary, on a daily basis, if construction operations affect accessibility of waste bins/carts.
- Locations of all driveways, doors, and gates that front the sidewalks and roadways within each of the project phases. Maintain continuous access to these access points to the maximum extent possible. Coordinate in advance with the Engineer if temporary closure(s) of such access point(s) is necessary.
- Locations of temporary and/or relocated bus stops, if applicable.
- Locations of loading/staging areas for construction vehicles, which should be located inside the work area. Trucks cannot stage along adjacent frontages or other streets, in loading zones outside the site frontage, or double-park or block travel lanes. Trucking companies shall be made aware of staging in only the approved areas and turned away if there is no staging area available upon their arrival.
- Temporary emergency accessways for emergency vehicles (fire trucks, police, ambulance, etc.) that will remain clear of work areas; construction equipment, materials, and vehicles; and personnel.

The Contractor should be aware that businesses within the project limits will remain open during the duration of construction and shall plan work accordingly in order to minimize disruption to ongoing business activities.

In general, paving work shall be performed in phases so that traffic disruption is minimized. Final pavement markings shall be installed only after all paving activities are complete. The Contractor shall furnish and install temporary pavement markings, as described in Section 12-6 of the Standard Specifications, prior to opening each phase of work. The intent of this requirement is to have clean and fresh final pavement markings at the completion of the Project.

Portland Cement Concrete (PCC) pavement shall not experience any vehicular loading prior to meeting the requirements to open the pavement for traffic, as described in the Contract Documents, Section 40 “Concrete Pavement” of the Standard Specifications, and as directed by the Engineer.

The Contractor may only work in one phase at a time. Boundaries for each phase are not required be contiguous though. Refer to the Special Provisions for additional information/requirements on construction phasing. The Contractor will not be allowed to proceed to the next phase unless the work of the previous phase is accepted by the Engineer. The Contractor shall provide a minimum of 10 working days advance notice to the Engineer of the planned completion of each phase. Acceptance of the work of each phase by the Engineer does not relieve the Contractor of his/her responsibility to provide temporary and/or permanent improvements suitable for use by the general public in accordance with all applicable laws, regulations, codes, requirements, and standards of practice.

Traffic Control Plans (TCPs) - Extensive traffic signage, e.g., warning signs and detour signs, are required. Contractor shall be responsible for placing all barricades for perimeter street closures as required. Per Section 501.10 – Traffic Control of the General Provisions, at main entry and exit points of each work location, the Contractor shall provide a 30" x 30" sign advising the public of the anticipated period of time that traffic delays may be anticipated. This sign will also include name and telephone number of the Contractor along with starting and completion dates of the contract. Sign shall be erected 7 days in advance of any work.

If during construction activity, the closure of one lane of traffic is necessary, the contractor shall utilize all necessary construction zone signage, including changeable message signs, during the lane closure. **The Contractor shall assume for the purposes of bidding that two changeable message signs will be deployed concurrently beginning at least one week prior to the commencement of construction activity until project completion.**

The Contractor shall be responsible for posting "No Parking" signs a minimum of four days in advance of concrete work, paving operations, earthwork operations,

and/or planning work so as to comply with the City's construction notification requirement of 72 hours. Cones shall not be used as barricades. "No Parking" signs may be obtained from the City at no cost to the Contractor. "No Parking" signs must be posted every twenty (20) feet The "No Parking" signs shall be updated as necessary. The Contractor shall check and maintain (e.g., re-install missing signs, reposition displaced barricades, etc.) postings on a regular basis prior to start of work.

A minimum of one (paved) traffic lane, not less than 11 ft. wide, shall remain open for use by public traffic during construction operations. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic. The Contractor may be allowed to close residential streets if approved in writing in advance by the Engineer. No work that interferes with public traffic shall be performed between 5:00 p.m. and 7:00 a.m.

> **No lane closures shall be permitted on the following Major Streets Monday through Friday between 7:00-9:00 AM and 4:00-6:00 PM, unless approved in advance by the Traffic Engineer if it can be explained why such closure cannot be reasonably avoided.**

If traffic is to be detoured over a centerline or detoured in advance of the work, detour plans must be submitted to and approved by the Engineer prior to starting work. Police, Fire and Public Works Department shall be notified at least two days in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. Intersection closure may only occur if the two adjacent intersections remain open, unless otherwise approved by the Engineer. The Contractor shall coordinate his traffic control/diversion plan with City personnel, a minimum of 3 weeks prior to starting work, to assure that traffic is diverted in a safe and convenient manner.

At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic. No longitudinal joint shall be left during non- working hours.

Where existing road signs are in conflict with the proposed work, the Contractor shall relocate such signs to temporary or permanent locations as directed by the Engineer.

If it becomes necessary, in the opinion of the City Engineer, to properly move traffic through the construction area, flagmen shall be present to slow down and reroute traffic, in which case flagmen shall be on duty the entire period the roadway is constructed. Where flagmen are not visible to each other, additional flagmen shall be added as required by the Engineer or the Contractor shall use radios.

Contractor shall take all necessary measures to obtain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until

completion of the work. The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, guards, barricades, and construction warnings and regulatory signs. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights, guards, temporary crossovers and watchmen.

In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the Engineer, as they deem necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the City of Pinole Police and Fire Departments during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.

Truck routes must be approved by the City's Traffic Engineer prior to start of work.

Personal vehicles of the Contractor's employees shall not be parked within the area of work.

Notwithstanding the above, the Traffic Engineer reserves the right to review and comment on each individual traffic control plan based on its own merits. Routine maintenance, inconvenience to construction method or schedule, or adverse impacts on cost of work will not generally be accepted as grounds for exceptions.

> **Start of work shall be no earlier than 7:00 a.m. No work process, including starting, warm up, and delivery of equipment, shall be done outside of work hours. The use of vehicle horns to alert residents to move their vehicles out of the construction zone is not permitted. The Contractor should attempt to locate vehicle owners by knocking on doors. If Contractor violates these provisions, a fine of $1,000 will be assessed for the first violation, $5,000 for the second and $10,000 for the third.**

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, and when construction operations are not actively in progress, unless specified otherwise.

Minor deviations from the requirements of this section concerning hours of work may be permitted upon the written request of the Contractor if in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer provides written approval.

The traffic control system shall consist of closing traffic lanes in accordance with the Traffic Control Manual. Signs and other devices for the traffic control system shall conform to the Traffic Control Manual.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder and auxiliary lanes. If the Contractor so elects, said components may be stored at selected central locations approved by the Engineer within the limits of the public right-of-way.

Sufficient barricades and flashing lights shall also be placed to supplement all traffic signs used to divert and control traffic. Signs and barricades shall be checked periodically every day and replaced or repaired as necessary. Any hazardous conditions shall be immediately eliminated.

> **If the project is left open overnight, it shall be graded in such a way that pedestrians and vehicles can safely pass through the project area. Temporary concrete, asphalt, or wood ramps shall be installed where feasible, as determined by the project engineer, or pedestrians and vehicles routed around the project area in accordance with the approved traffic control plan.**

No vehicular traffic shall be allowed on a tack coat.

Cleanliness is extremely important. Dust producing conditions shall be eliminated as soon as they are created.

<u>Access and Egress</u>
Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. The Contractor shall endeavor to cooperate with all business owners and residents occupying properties fronting on the streets in the matter of access and egress.

Contractor shall maintain a clear and accessible pedestrian corridor around the work site to the extent feasible.

An alternate circulation path shall be provided whenever the existing pedestrian access route in the public right-of-way is blocked by construction, alteration, maintenance, or other temporary conditions. Where possible, the alternate circulation path shall parallel the disrupted pedestrian access route, on the same side of the street.

<u>Residential Pedestrian Traffic Control (Type A)</u>
Pedestrian corridor shall be a nominal width of 5 feet whenever feasible, and shall conform to ADAAG guidelines. It shall not be less than 48-inches wide at single point of contact or obstruction. The Contractor shall work on one side of a street at a

time so as to allow use of the opposing sidewalk by pedestrians during construction. Where approved by the Engineer, the Contractor shall block a pedestrian corridor and post signs at each corner of a block where sidewalk work is being done with the following wording in 3 inch black letters on an orange background: "SIDEWALK CLOSED TO THROUGH TRAFFIC, USE OTHER SIDE".

All driveways shall be opened between 5:00 p.m. and 7:00 a.m. on weekdays and at all times on weekends and public holidays, except those that are freshly poured. All driveways which are freshly poured may be closed for one (1) calendar day and may require plating with cutback at plate edges or other means to comply with this requirement. Before restricting access to driveways, the Contractor shall notify the affected residents and/or businesses, in writing, at least seventy-two (72) hours in advance.

If during the course of the work, the City agrees that it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents and/or businesses, in writing, at least 10 working days in advance.

Where a business property has more than two vehicular paths of access, one path, 10 feet in width, shall remain open during all business hours, unless accepted by the Engineer.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for “Traffic Management” (Bid Item 2) shall include full compensation for furnishing all labor (including preparation of the Construction Phasing Plan, Traffic Control Plans, Temporary Traffic Controls, and flaggers when necessary), materials (including barricades, changeable message signs, banners, door hangers and temporary traffic delineation), tools, equipment, and incidentals and for doing all the work complete in place for each phase of construction, including all work necessary to provide for the convenience & safety of the public and to facilitate the performance of the contract work as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The Contractor shall be paid on pro rata basis for the work done per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed to provide traffic control as specified herein, and as may be required to complete the work.

11. CONSTRUCTION AREA SIGNS

General:

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD), these Specifications, and as directed by the Engineer.

Submittals:

Contractor shall submit Construction Information Sign format and content to City for review. Construction Information Sign shall include the following:

1. Name of project
2. Name of 24/7 contact name and number for contractor
3. City contact name and number
4. Starting and completion dates of the contract.

Execution:

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts.

The Construction Information Sign will be erected 7 days in advance of any work.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these Specifications.

The Contractor may be required to cover certain signs during the progress of the work.

Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the City Engineer has indicated his written approval. All other modifications shall be made by contract change order.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the

Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for “Construction Area Signs” (Bid Item 3) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in construction area signs, complete in place, including placing, maintaining, removing and disposing of construction area signs, or any other equipment used to protect the public or designate construction areas, as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

12. ROADWAY SIGNS

General:

Roadside signs shall be furnished and installed on new foundations at the locations shown on the Plans or where designated by the Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

Submittals:

Contractor shall provide submittal for each Respective manufacturer’s product data for manufactured products.

Materials:

- Signs shall be installed per Section 56 of the Standard Specifications and these Specifications.
- Roadside sign posts shall be one of the following or approved equal:

1. Western Highway Products

   10680 Fern Ave.
   Stanton, CA 90680
   (800)479-3793
   Model: Ulti-Mate Sign Support System

2. Zumar Industries, Inc.

   9719 Santa Fe Springs Road
   Santa Fe Springs, CA 90670
   (800)654-7446 www.zumar.com
   Model: Perforated Square Steel Sign Posts

3. Tapco

   5100 W. Brown Deer Road
   Brown Deer, WI 53223
   (800)236-0112 www.tapco.com
   Model: Galvanized Square Post

- Posts for roadside signs shall conform to State Standard Plan RS1. Posts shall have a bolt installed at the base of the post, as recommended by the manufacturer, and as directed by the Engineer. Posts shall be 12-gage galvanized steel 1.75-inch square tube with perforations, weighing 2.09 pounds per linear foot.

Execution:

1. Existing roadside signs shall be removed and salvaged as shown on the Plans. Foundations and posts shall be removed and legally disposed of outside of the Right-of-Way. Metal sign posts to be removed in sidewalk areas shall be removed by cutting and grinding the posts flush with the grade of the sidewalk. Any holes or depressions shall be leveled with grout; vertical ledges or protrusions greater than ¼" shall not be allowed.

2. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

3. Roadside signs and mounting shall be installed at the locations shown on the Plans, or where directed by the Engineer and shall conform to the provisions in Section 56-4, "Roadside Signs," of the State Standard Specifications and these Special Provisions. Existing and new signs to be mounted to existing or new posts shall be done in accordance with applicable Caltrans standards.

MEASUREMENT AND PAYMENT

The contract unit price paid to "Roadside Sign" (Bid Item 4) shall be paid per each and shall include full compensation for furnishing the sign and sign post, all labor, materials, tools, equipment, incidentals, installation of posts and foundations, and for doing all the work involved in installing roadway signs as shown in the Plans.

Installation of roadside signs on signal poles shall be included in the lump sum cost of the traffic signal work.

13. UTILITY ADJUSTMENTS TO GRADE

General:

Valve boxes, maintenance holes, and other similar facilities shall be relocated and/or adjusted to grade after sidewalk and/or pavement improvements, where applicable,

in accordance with the applicable provisions of Section 15-1.03 of the Standard Specifications. Contractor shall adhere to applicable utility agency requirements for raising utility. Adjustment of PG&E facilities shall be per Greenbook requirements.

Submittals:

The Contractor shall submit material cut sheets and suppliers' certificates for the following materials, including but not necessarily limited to: grade rings, Portland Cement concrete, and mortar.

Execution:

Use of metal riser rings for storm drain maintenance holes is not acceptable. Grade rings, if used, shall be placed before resurfacing. The height of the grade ring shall be equal to the thickness of the overlay pavement to be placed, or shall be of such height so as to adjust the maintenance hole to grade.

Where frames and covers cannot be lowered flush after cold planing or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives:

-Ramp section (cut-back) around "iron" and paint white
-Place lighted Portable Barricade over iron

Existing water valve access covers and fire hydrants shall be adjusted to grade in accordance with the East Bay Municipal Water District (EBMUD) Standards and these Specifications.

Where frames and covers cannot be lowered flush after cold planing or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives:

-Ramp section (cut-back) around "iron" and paint white
-Place lighted Portable Barricade over iron

All utility covers encountered in the area to be overlaid with Hot Mix Asphalt shall be carefully referenced out using spray chalk or similar non-permanent marking media prior to the overlay by the Contractor. Using the reference markings, the locations of the covers shall be painted on the pavement surface immediately after paving to assure they can be found in an emergency.

Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over the adjusted covers.

Portland cement concrete used for adjusting covers shall be minor concrete conforming to the requirements of Section 90-2 “Minor Concrete” of the Standard Specifications with at least 505 pounds of cementations material per cubic yard and 1-inch maximum graded coarse aggregate. No bagged mix is permitted.

Mortar used in resetting maintenance hole covers shall conform to the provisions in Section 51-1.02F, "Mortar" of the State Standard Specifications.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer.

Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the owners of the facilities.

Each of the respective utility company shall retain the ability to decrease the amount of a contract item of work or eliminate in its entirety. No adjustment to the number of working days will be made.

Contractor shall provide at least 48 hours advance notice to each respective utility agency of iron castings to be adjusted to grade.

MEASUREMENT AND PAYMENT

“Adjust AT&T MH Frame & Cover to Grade” and “Adjust WCWD HM Frame & Cover to Grade” and “Adjust EBMUD Valve Cover to Grade” and “Adjust PG&E Gas Valve Cover to Grade” and “Adjust WCWD Rodding Cover to Grade” and measurement and payment items are revocable items. Bid items noted as "revocable items" may be deleted entirely or in part from the Work at the option of the City. The provisions of Section 9-1.06B, “Increases of More Than 25 Percent”, and Section 9-1.06C, “Decreases of More Than 25 Percent”, of the Standard Specifications shall not apply to such omission, and no compensation will be allowed the Contractor by reason of such omission.

The price paid for each “Adjust AT&T MH Frame & Cover to Grade (Revocable Item)” (Bid Item 5) shall include full compensation for furnishing all labor, materials, coordination with utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

The price paid for each “Adjust WCWD HM Frame & Cover to Grade (Revocable Item)” (Bid Item 6) shall include full compensation for furnishing all labor, materials, coordination with Utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

The price paid for each “City HM Frame & Cover to Grade” (Bid Item 7) shall include full compensation for furnishing all labor, materials, coordination with Utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

The price paid for each “Adjust EBMUD Valve Cover to Grade (Revocable Item)” (Bid Item 8) shall include full compensation for furnishing all labor, materials, coordination with Utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

The price paid for each “Adjust PG&E Gas Valve Cover to Grade (Revocable Item)” (Bid Item 9) shall include full compensation for furnishing all labor, materials, coordination with Utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

The price paid for each ““Adjust WCWD Rodding Cover to Grade (Revocable Item)” (Bid Item 10) shall include full compensation for furnishing all labor, materials, coordination with Utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

The price paid for each “Adjust Utility Box Frame & Cover to Grade (Revocable Item)” (Bid Item 11) shall include full compensation for furnishing all labor, materials, coordination with Utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

The price paid for each “City Monument Frame & Cover to Grade (Revocable Item)” (Bid Item 12) shall include full compensation for furnishing all labor, materials, coordination with Utility agency, and equipment necessary to complete the work as shown on the Plans and specified herein and as directed by the Engineer and no additional payment will be allowed therefore.

14. CITY MONUMENT PRESERVATION

General:

The Contractor shall be responsible for protecting in place and replacing disturbed markers and monuments per the State Standard Plan A74.

Execution:

Replacement of Reference Survey Monument and Marker - The Contractor shall replace removed and/or disturbed markers and monuments resulting from construction work per the State Standard Plan A74. Re-establish survey markers

and monuments in conformance with the recorded reference points. The Contractor shall forward to the Engineer a letter verifying re-establishment of survey markers and monuments, signed by a licensed land surveyor currently registered in the State of California. Prior to removing or construction work which may disturb a marker and/or monument, the contractor shall record the locations and designation of survey markers and monuments. The Contractor shall provide three (3) reference points for each survey marker and monument removed, established by a licensed land surveyor currently registered in the State of California. Monument referencing shall be done by a licensed land surveyor hired by the contractor, and copies of the corner records for the referenced monuments shall be provided to the City prior to the start of construction. For each monument that has been removed, the replacement monument location(s) will be established by the referencing surveyor after final pavement is completed.

In the event that any non-referenced monuments or monument reference points become in danger of being disturbed due to construction, the Contractor shall cease the threatening activity and notify the Project Manager and City Survey Staff immediately. In no case may an unreferenced monument or monument reference point be damaged during construction.

Should any monument not designated for replacement be disturbed or sustain damage during construction, the Contractor shall bear the expense for rebuilding it as well as for the survey work the City survey crew or its survey consultant must perform in the process. In any instance where the City deems a damaged monument to be irreplaceable, whether designated or not designated for replacement, the Contractor shall be fined $20,000 per monument.

MEASUREMENT AND PAYMENT

Full compensation for “Monument Preservation” shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and Plan, these Specifications, and as directed by the Engineer as may be required to complete the work and shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

15. BASE FAILURE REPAIR

General:

Specifications are for providing asphaltic concrete paving dig-outs as directed by the Engineer. Contractor shall protect asphalt and/or concrete pavements and walks, curbs and bases, and other improvements adjacent to the operations with suitable materials. The Contractor shall be responsible for any damage caused by the Contractor’s employees or equipment and shall make necessary repairs. All

damage caused by the Contractor's operations shall be prepared or replaced as required.

Submittals:

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

Materials:

- Hot Mix Asphalt shall be Type A using the Method process and shall conform to the provision in Section 39 "Hot Mix Asphalt" of the Standard Specifications and these Specifications. Hot Mix Asphalt shall be compacted to a relative compaction of not less than 95 percent per ASTM D-1557.

  Aggregate grading for the hot mix asphalt shall conform to the grading specified in Section 39-2.02B "Aggregate Gradations" of the Standard Specifications. The base and leveling courses shall be dense graded, 3/4-inch maximum aggregate size and the surface course shall be medium graded 1/2-inch maximum aggregate size. When material used in the surface course is to be hand raked, 3/8-inch maximum size shall be used.

  The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 6 percent by weight of the dry aggregate. The exact amount of asphalt binder to be mixed with the aggregate will be approved by the Engineer. The Contractor must submit mix design for approval to the Engineer.

  Asphalt binder to be mixed with aggregate shall be a steam-refined asphalt conforming to the provisions in Section 92, "Asphalt Binders" and have a viscosity grade of PG 64-10. The pavement surface upon which hot mix asphalt is to be placed and all adjacent vertical surfaces of existing pavement, curbs, gutters, etc. shall be thoroughly cleaned prior to paving. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles before and after paving operations where feasible. All other areas will require hand sweeping. The pavement shall be free of dust, dirt, water, and vegetation prior to paving.

  Asphaltic emulsion shall be applied to the surface of existing pavements preparatory to resurfacing with hot mix asphalt, and to all concrete surfaces which will be in contact with hot mix asphalt surfacing. Asphalt emulsion shall be SS-1H. The Contractor shall submit a copy of Certificate of Compliance for asphaltic emulsion

Execution

As indicated in the field by the Engineer in white paint, the Contractor shall coordinate quantities for standard and deep dig-out repairs. Contractor shall sawcut all limits of dig-outs and field determine with the Engineer the appropriate depth of dig-out. Contractor shall assume 4" minimum to 11" maximum grind depths for deep dig-outs.

MEASUREMENT AND PAYMENT

The contract price paid per square foot for "Base Failure Repair" (Bid Items 13.1 and 13.2) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing hot mix asphalt, applying paint binder, and performing in-place density and compaction tests, complete in place as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer

16. HOT MIX ASPHALT (TYPE A)

Specifications are for providing asphaltic concrete paving as indicated on drawings. Contractor shall protect concrete pavements and walks, curbs and bases, and other improvements adjacent to the operations with suitable materials. The Contractor shall be responsible for any damage caused by the Contractor's employees or equipment and shall make necessary repairs. All damage caused by the Contractor's operations shall be prepared or replaced as required.

Submittals:

Contractor shall submit Certificate of Compliance from manufacturer for approval prior to installation.

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

Materials:

- Hot Mix Asphalt shall be Type A using the Method process and shall conform to the provision in Section 39 "Hot Mix Asphalt" of the Standard Specifications and these Specifications. Hot Mix Asphalt shall be compacted to a relative compaction of not less than 95 percent.

  Aggregate grading for the hot mix asphalt shall conform to the grading specified in Section 39-2.02B "Aggregate Gradations" of the Standard Specifications. The base and leveling courses shall be dense graded, 3/4-inch maximum aggregate size and the surface course shall be medium

graded 1/2-inch maximum aggregate size. When material used in the surface course is to be hand raked, 3/8-inch maximum size shall be used.

The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 6 percent by weight of the dry aggregate. The exact amount of asphalt binder to be mixed with the aggregate will be approved by the Engineer. The Contractor must submit mix design for approval to the Engineer.

Asphalt binder to be mixed with aggregate shall be a steam-refined asphalt conforming to the provisions in Section 92, “Asphalt Binders” and have a viscosity grade of PG 64-10. The pavement surface upon which hot mix asphalt is to be placed and all adjacent vertical surfaces of existing pavement, curbs, gutters, etc. shall be thoroughly cleaned prior to paving. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles before and after paving operations where feasible. All other areas will require hand sweeping. The pavement shall be free of dust, dirt, water, and vegetation prior to paving.

- Asphaltic emulsion shall be applied to the surface of existing pavements preparatory to resurfacing with hot mix asphalt, and to all concrete surfaces which will be in contact with hot mix asphalt surfacing. Asphalt emulsion shall be SS-1H. The Contractor shall submit a copy of Certificate of Compliance for asphaltic emulsion

- GlasPave50 Paving Mat by Tensar or Engineer approved equivalent

Execution:

1. Placing of Base Course

   a. The Contractor shall call for an inspection by the Engineer and obtain written approval of the subgrade before proceeding with the base course.

   b. Base course shall be minimum uniform thickness after compaction of dimensions indicated. Where not indicated, compacted thickness shall be six inches for parking stalls and eight inches for roads, driveways, and aisles of parking areas.

   c. Base course shall be placed over finished subgrade and compacted in accordance with Section 26-1.03E Compacting of the State Standard Specifications.

   d. After base course has been completed, the Contractor shall call for an inspection by the Engineer and obtain written approval before proceeding with application of the asphalt wearing surface.

2. Placing Asphalt Concrete

   a. The asphalt paving machine shall be equipped with an electronic "sonic ski" system with a minimum of three (3) sensors to be positioned a minimum of 10-foot in front, 10-foot behind and adjacent to the drum of the paving machine. The system shall be designed to optimize a smooth and consistent road profile. All settings and inputs shall be programmed and adjusted to yield an average thickness equivalent to the paving thickness shown on the Plans. The engineer can cancel the use of the "sonic ski" system at any point without incurring any penalties by the contractor.

   b. Areas to be paved shall be covered with a layer of hot asphalt concrete surfacing not less than the thickness indicated after compaction. Where not indicated, compacted thickness shall three inches for roads, driveways, and aisles of parking areas.

   c. Paving asphaltic concrete shall be delivered, laid, rolled, and finished in accordance with Section 39 of the Caltrans Standard Specifications.

   d. Before placing asphalt concrete, a tack coat (paint binder) shall be applied to all vertical surfaces against which asphalt concrete surfacing will be placed. Asphaltic emulsion shall be applied to the surface of existing pavements at the approximate rate of one-sixteenth (1/16) gallon per square yard. Pools or unevenly distributed areas shall be redistributed by means of hand brooms. The emulsion shall be applied only so far in advance of the surfacing work that it has sufficient time to set, as required by the Engineer.

   e. After a tack coat of asphalt emulsion has been applied, hot mix asphalt shall be spread and compacted. It is contemplated that hot mix asphalt will be laid to a compacted thickness as specified. All loose material tracked out onto the new compacted surface shall be removed before an adjacent pass is made by the asphalt paver. All layers of hot mix asphalt shall be laid using an asphalt paving machine as specified in Section 39, Hot Mix Asphalt, of the Standard Specifications.

   f. The Contractor shall taper the new pavement thickness adjacent to the gutters in the streets designated by the Engineer. Tapering to the edge of the gutters shall be performed in such manner that adequate binding of the very fine asphalt material to the existing surface is obtained. Contractor shall, at the direction of the Engineer and pursuant to field conditions, apply additional binding material in these areas prior to the placement of the new hot mix asphalt, and shall adequately rake the coarse material so as to obtain the desired result.

Crown heights may be adjusted at the direction of the Engineer. Aggregate segregation will be grounds for rejection.

g. The location of all utility and City-owned structures that are covered over by the new pavement shall be legibly marked with paint on the new pavement and on the adjacent curb and/or sidewalk. In addition, the Contractor must make a list of each utility cover that is paved over and not raised to grade during the paving job (e.g. PG&E utility covers) and must notify the utility in writing of the location of said utility cover and the date that it was paved over. A copy of this written notification must be sent to the City. If utility cover is paved over and not raised to grade during the paving job, the pavement must be at least 1-1/2 inches thick over the utility cover and no depression in the roadway surface can be left over the utility cover. If 1-1/2 inches of pavement cannot be laid over a recessed utility cover, then the hot mix asphalt shall be feathered to the grade of the utility cover and arrangements with the utility must be made to raise it to grade. Hot mix asphalt rolled gutters shall be resurfaced as directed by the Engineer as part of the overlay resurfacing work and no additional payment will be made therefor.

h. Hot mix asphalt shall not be placed when the atmospheric temperature is below 50 degrees F (10 degrees C) or during unsuitable weather.

i. Compaction of the asphalt shall be achieved using mechanical rollers. Rolling shall be performed in such a manner that cracking, shoving, or displacement will be avoided. Any displacement occurring as a result of reversing the direction of the roller or from any cause shall at once be corrected by the use of rakes and fresh asphalt mixture where required.

j. Areas inaccessible to the rollers shall be compacted by use of a power compactor of the high impact vibration place type capable of attaining the same compaction as the rolled areas. An adequate number of rollers shall be used with each paving operation.

k. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depression, irregularities, or segregated material.

l. Finish paving shall conform to finish elevations within plus or minus 0.01 of a foot and shall be level to within plus or minus 1/4 inch in 10 feet when measured with a 10 foot straightedge in any direction. Finish surface of the wearing course shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, cold joints, or other irregularities.

m. Public traffic shall be permitted the use of the street area providing that such traffic does not interfere with the continuity of the paving operations. When street operations are suspended, all equipment shall be removed from portions of the streets that are to be used by the public traffic. Where work is unfinished at a pedestrian crosswalk at the end of a working day, the edge of the paved surface to said crosswalk shall be feathered to provide a smooth pathway for foot traffic. The pavement shall be protected from traffic until thoroughly cooled and set. Hot mix asphalt rolled gutters shall be compacted as directed by the Engineer as part of the overlay resurfacing work and no additional payment will be made therefor.

n. Any rollers shall be equipped with pads and water systems that prevent sticking of asphalt mixtures to the steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels.

o. The finished surface shall be cat-tracked within 24 hours of completion of paving work. Final striping shall be applied within one week of completion of paving work.

p. Pavement fabric shall be installed per Manufacturer's recommendation.

3. Field Quality Control

a. The Contractor shall control the quality of the work and shall provide adequate testing to assure compliance with these Specifications.

b. After completion of paving work, all paving shall be inspected. Any resulting "ponds" shall be ringed with chalk. Such hollows shall be corrected with addition of asphalt paving materials and rerolling until all paving is completely level and free from hollows and high spots.

c. As part of its quality control program, Contractor shall employ a competent qualified testing subcontractor to perform in-place density and compaction tests of the completed pavement in accordance with California Test 375 to determine compliance with specified requirements. A minimum of: three (3) tests shall be performed at each conform paving location (i.e., paving around new sidewalk/curb ramp), six (6) tests on the overlay at the fire lane (between San Rafael Way and University Avenue), and/or as directed by the Engineer to verify compliance. Contractor shall provide all test results to the Engineer by the end of the next business day.

MEASUREMENT AND PAYMENT

The work of Hot Mix Asphalt (Type A) will be measured by the tons of asphalt installed. The Contractor will not be paid for asphalt thickness above that which is specified. Contractor shall submit asphalt tags upon arrival of the delivery truck, or as directed by the Engineer.

The contract price paid per ton for "Hot Mix Asphalt (Type A)", (Bid Item 15) shall include full compensation for furnishing all labor, materials, tools, equipment, pavement fabric, and incidentals, and for doing all the work involved in furnishing and placing hot mix asphalt, applying paint binder, and performing in-place density and compaction tests, complete in place as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

17. PAVEMENT STRIPING AND MARKINGS

General:

Specifications for providing traffic striping and control markings on pavement as indicated.

Submittals:

Contractor shall submit shop drawings and diagrams, indicating stripe width of roadway divider stripes, style and size of letters for pavement marking designation, configuration and dimensions of arrows and any other traffic control markings on pavement.

Contractor shall submit evidence or affidavit which certifies that paint to be used complies with latest CARB/VOC regulations.

A certificate of compliance shall be provided by the Contractor to the City that all materials used for pavement marking and legends conform to the Specifications.

Materials:

- Traffic stripes and pavement markings shall be installed per Section 84 of the Standard Specifications and these Specifications.
- All striping and pavement markings shall be Thermoplastic and conform to either State Specifications 8020-41G-19 or 8010-41G-21. State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, California, 95819- (916) 739-2400. Thermoplastic material for all pavement markings shall be applied at a minimum thickness of 0.070-inch.

Execution:

1. All existing pavement markers and thermoplastic stripes and legends within the roadway reconstruction shall be completely removed immediately prior to hot mix asphalt paving. Markers, stripes, or legends which are removed shall be replaced with temporary markers, stripes and legends prior to opening the roadway to vehicular or pedestrian traffic.
2. All traffic striping, pavement markings (legend), and pavement markers removed prior to excavation or grinding shall be replaced except as modified in the Plans or as directed by the Engineer. Prior to replacement, the Contractor shall layout all striping patterns and marking locations by cat tracking or other suitable means for review and approval by the Engineer. Any striping and/or markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong location, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.
3. Surfaces which are to receive markings shall be thoroughly cleaned, free from loose materials and dry. Such areas shall be prepared by the Contractor to the satisfaction of the Engineer.
4. Any damage to existing or newly placed traffic striping due to the failure of the Contractor to protect the work, and correction of errors, shall be repaired by the Contractor at no additional cost.
5. All new traffic stripes and pavement markings shall meet the following requirements for applications with enhanced wet night visibility:

Quality Control and Assurance

1. Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet night visibility, the retroreflectivity must be a minimum of 700 millicandelas per square meter per lux for white stripes and markings and 500 millicandelas per square meter per lux for yellow stripes and markings. Test the retroreflectivity under ASTM E 1710. Have a reflectometer as described in ASTM E 1710 at the job site for making these measurements.

2. Thermoplastic traffic stripes and pavement markings with enhanced wet night visibility must consist of a single uniform layer of thermoplastic and 2 layers of glass beads as follows:

   a. The first layer of glass beads must be on the Authorized Material List under high-performance retroreflective glass beads for use in thermoplastic traffic stripes and pavement markings. The color of the glass beads must match the color of the stripe or marking to which they are being applied.

   b. The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

3. Both types of glass beads must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

Construction

1. Use a ribbon extrusion or screed type applicator to apply a thermoplastic traffic stripe.
2. Operate the striping machine at a speed of 8 mph or slower during the application of thermoplastic traffic stripe and glass beads.
3. Apply a thermoplastic traffic stripe at a rate of at least 0.38 pounds per foot of 4-inch wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.090 inch thick.
4. Apply a thermoplastic pavement marking at a rate of at least 1.06 pounds per square foot. The applied thermoplastic pavement marking must be at least 0.100 inch thick.
5. Apply a thermoplastic traffic stripe and both types of glass beads in a single pass. Apply the thermoplastic 1st, followed immediately by consecutive applications of high-performance glass beads and then AASHTO M 247, Type 2 glass beads. Use 2 separate applicator guns for the glass beads, 1 applicator gun for each type of glass bead.
6. Contractor may apply glass beads by hand methods on pavement markings.
7. Distribute all glass beads uniformly on traffic stripes and pavement markings. Apply high-performance glass beads at a rate of at least 6 pounds per 100 square feet of stripe or marking. Apply AASHTO M 247, Type 2 glass beads at a rate of at least 8 pounds per 100 square feet of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 pounds per 100 square feet of stripe or marking.

MEASUREMENT AND PAYMENT

The contract unit price paid per linear foot for pavement striping, white and yellow, (Bid Items 16-19) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface (including striping and marker removal) and installation of pavement striping as shown in the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per square foot for "White Pavement Markings (Thermoplastic)" (Bid Item 20) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface (including pavement markings removal) and installation of pavement markings as shown in the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

The contract unit price paid per each “Two-Way Reflective Pavement Marker” (Bid Item 21) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface (including pavement markings removal) and installation of pavement markings as shown in the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

18. CURB PAINT

General:

Specifications for providing curb paint as indicated.

Submittals:

Contractor shall submit shop drawings and diagrams, indicating location, color, and dimensions of curb paint.

Materials:

- Curb paint shall conform to the requirements in ASTM Designation: D 6628-01.
- Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: E 1710.
- Paint type shall be Waterborne Traffic Line conforming to the requirements of Federal Specification TT-P-1952E.

  Painted curb markings work consists of painting curbs with (red, white, or blue) paints as shown in the Plans. All work shall be performed in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Specifications at the locations shown on the Plans and as directed by the Engineer.

Execution:

1. Application shall consist of two separate coats of traffic paint of the appropriate color to the face and top of the curb.
2. Nothing in these Specifications shall relieve the Contractor from their responsibilities as provided in Section 7-1.09, “Public Safety,” of the Standard Specifications.

MEASUREMENT AND PAYMENT

The contract unit price paid per linear foot for “Curb Paint” (Bid Item 22) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting red curbs as shown in the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

19. CONCRETE CURB RAMP

General:

Concrete curb ramps shall conform to the State Standard Curb Ramp Details Plan A88A and as modified in the Plans and as directed by the Engineer. All Work shall be done including subgrade compaction shall meet the acceptance of the Engineer.

The contractor shall provide temporary asphalt concrete paving transitions, as approved by the Engineer, for necessary construction phasing.

Damage to the street, sidewalk, curbs and gutters from construction activities shall be repaired to the satisfaction of the City Engineer.

Submittals:

The General Contractor shall submit the concrete mix design and strength data to the Engineer for favorable review the following.

Supplier's certificates showing conformance with this specification shall be delivered to the Engineer with each shipment of materials delivered to the job site.

Materials:

- Portland Cement Concrete for fixed form concrete surface improvements shall be minor concrete conforming to the requirements of Section 90-2 “Minor Concrete” of the Standard Specifications with at least 505 pounds of cementitious material per cubic yard and 1-inch maximum graded coarse aggregate. No bagged mix is permitted. Hand mixing of Portland Cement Concrete for use in concrete surface improvements shall not be permitted. For concrete paving subjected to vehicular traffic, strength of concrete in place shall be 4,000 psi at 28 days. No admixtures shall be used without approval of the Engineer.

  Maximum slump of fresh concrete permitted in these items shall be 4 inches. Slump shall be determined by either ASTM C-143 or California Test Method No. 520 at the Engineer’s discretion.

- Aggregate base shall be Class 2, 3/4" maximum. When the aggregate base is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the area to be covered with aggregate base.

- Truncated Domes shall be approved by the Engineer and meet requirements listed in the Part 2 of Title 24 of the California Code of Regulations Chapter 11B-705

Execution:

Formwork

a. Prior to forming for concrete surface improvements, the Contractor shall pass the compaction test for the subgrade from the Geotechnical Engineer.

b. Forms for concrete surface improvements shall be subject to the approval of the Engineer. No concrete shall be placed prior to Contractor obtaining such approval.

c. Forms for concrete surface improvements shall have a smooth and true upper edge and the side of the form to be placed next to concrete shall have a smooth finish. Forms shall be constructed rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

d. All forms shall have been thoroughly cleaned prior to placement and shall be coated with an approved form oil sufficient to prevent adherence of concrete prior to filling.

e. Forms shall be carefully set to the alignment and grade required by the Plans. Forms shall be rigidly held in place by stakes set at intervals satisfactory to the Engineer. Sufficient clamps, spreaders and braces shall be installed to ensure the rigidity of the forms.

f. Forms for edge of walks, driveways or other surface slabs shall be equal to the full depth of the concrete as shown, noted or called for on the Plans or detail drawings. Composite forms made up from benders or thin planks of sufficient ply to ensure rigidity of the form in the shape required may be used on curves and curb returns.

g. Sidewalks, driveways and PCC pads shall have forms removed and be backfilled within 3 days after pouring.

Concrete Placement

a. Where a portion of existing concrete surface improvements is to be reconstructed, the section to be removed shall first be separated from that to remain by means of a cut with an approved concrete saw to a minimum depth of one and one-half (1-1/2) inches at the first score line beyond the area to be replaced.

b. All repairs to concrete surface improvements shall be made by completely removing and replacing the entire portion between the score lines or joints.

c. Prior to subgrade work and concrete placement, all debris and trash will be removed from all areas related to this work. Existing subgrade surface shall be re-graded (if necessary) and re-compacted to conform to the grades shown on the Plans.

d. Any concrete discolored, defaced, or otherwise damaged before official acceptance shall be cleaned, repaired or replaced at the Contractor's expense.

e. If existing utilities are found to interfere with the permanent facilities being constructed under this Contract, immediately notify the Engineer and secure instructions. Do not proceed with permanent relocation of utilities until written instructions are received from the Civil Engineer.

f. Contractor shall accurately grade and prepare the site to the lines and grades called for on the Plans and detail drawings with due provision for future surface improvements.

g. Surface tolerance: Finished paving surfaces shall not vary more than 1/4 inch measured with a 10-foot metal straight edge, except at grade changes. No birdbaths or other surface irregularities will be permitted. Correct irregularities to the satisfaction of the Engineer without additional cost to the project.

h. Concrete shall be transported in truck mixers or agitators and discharged with 70 minutes of leaving the plant.

i. All new sidewalk, driveways, and PCC pads adjacent to existing concrete curb or sidewalk shall be dowelled to the existing concrete. The dowels shall be #4 rebar, 18 inches long at 18 inches maximum spacing. Dowels shall be embedded a minimum of 6-inches in a 5/8-inch drilled hole (existing concrete).

j. Sidewalks, driveways, and PCC pad shall be given a median broom finish. The surface shall first be given a floated finish and final troweling shall be done with a steel trowel. The finished surface shall be free of all trowel marks

and shall be uniform in texture and appearance. Broom texture shall be in the longitudinal direction.

k. New concrete work shall match existing in finish, score pattern, and color, or as shown on the Plans, or as directed by the Engineer.

    a. Rose colored concrete shall contain 6 pounds of Davis #160 (Rose) per cubic yard
    b. All other concrete shall contain 1.5 pound of lampblack per cubic yard.

Joints

a. Expansion joints incorporating premolded joint fillers for fixed form concrete surface improvements shall be constructed at sixteen (16) foot intervals or as appropriate to match existing pattern and at the ends of curb returns. Expansion joint filler strip shall be an approved one piece premolded ½" thick strip conforming to the requirements of ASTM Designation D1751 or ASTM D 994. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed.

b. Single-Component, Self-Leveling, Silicone Joint Sealant for Concrete: Joint sealant shall conform to ASTM D 5893, Type SL. Install per manufacturer's guidelines.

c. Scoring pattern and weakened plane joints (deep joints) shall be as indicated in the Plans and approved by the Engineer.

d. Any tree well forming required by the engineer when placing concrete sidewalk or sawcutting necessary to conform to adjacent sidewalk shall be included in this bid item.

e. Existing asphalt concrete shall be sawcut, removed and reconstructed for a minimum of 2-feet within edges of concrete work. Hot mix asphalt shall be a minimum thickness of 8-inches and Class 2 aggregate base shall match existing thickness.

Testing

Slump tests shall be performed by the General Contractor in the presence of the Engineer at the beginning of each day's pour and at such additional times as required by the District. Slump tests shall be made in accordance with current ASTM Designation C-143 or California Test Method No. 520 at the Engineer's discretion.

The Contractor shall hire an accredited materials testing laboratory to perform Quality Control tasks, including slump tests and compressive strength (per ASTM

C39/C39M) tests. The Contractor shall sample and test three (3) cylinders at each or as directed by the Engineer:

Inspection

a. The Engineer shall inspect and approve formwork and reinforcing steel placement prior to concrete pours. The General Contractor shall provide at least 24 hours' notice that inspections are required.

Where new curb ramps elevations do not match the existing pavement surface, the Contractor shall provide temporary asphalt paving transition with a maximum 5% slope or as approved by the Engineer. The Contractor shall remove and dispose of the temporary asphalt transition for future pavement adjustments and/or overlays as indicated in the plans.

Truncated dome panels shall be installed per manufacturer specifications in new curb ramps. Truncated dome panels shall be of vitrified polymer composite construction and embedded type. Color of truncated dome panel shall be approved by the Engineer.

MEASUREMENT AND PAYMENT

The contractor price paid for each "Concrete Curb Ramps" (Bid Item 25) shall include full compensation for furnishing all labor, materials, tools, formwork, equipment, truncated domes, testing, installation, and incidentals for doing all the work involved in constructing the curb complete in place including aggregate base or subbase as required, excavations, and subgrade preparation as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

20. WATER POLLUTION CONTROL

General:

The Contractor shall be responsible for implementing and managing these systems during the life of the project. The SPCP shall conform to all applicable requirements in Section 13-2, "Water Pollution Control," of the State Standard Specifications these Special Provisions, Section 30, Stormwater Pollution Control.

Submittals:

The Contractor shall submit a **Water Pollution Control Program** (WPCP) to address the storm drain and various improvements to the Engineer for approval. The WPCP shall conform to the requirements of the City of San Rafael and these Specifications.

Execution:

Water pollution control work to be included in the WPCP shall include:

1. Cleaning of vehicles by removing loose soil from the exterior of the equipment using brushes or brooms before leaving the Site.
2. Sweep adjacent streets as required by Engineer.
3. Installation of temporary inlet protection.
4. Installation of temporary construction entrance.
5. Use of concrete washout containment facility.
6. Covering of stockpiles.
7. Decontamination of construction equipment before leaving the premises.
8. Covering of soil loads taken offsite to prevent soil tracking.
9. Suspension of work upon wind gust in excess of 25 mph. At the discretion of the Engineer, work can resume if the types of work being performed are not generating large amounts of dust.
10. Dewatering of excavations and disposal of water

Dewatering work shall include:

1. Keep all excavations, including drilled shaft foundations, reasonably free from water during construction.
2. Disposal of water shall not damage property or create a public nuisance.
3. Have on hand pump equipment and machinery in good working condition for emergencies and workmen available for its operation.
4. Dewatering systems shall operate continuously until foundations are poured or trenches are backfilled.
5. Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of "quick" conditions.
6. Dewatering systems shall not remove natural soils.
7. Control surface runoff to prevent entry or collection of water excavations.

8. Release of groundwater shall be controlled to prevent disturbance of the natural foundation soils or compact fill.
9. There shall be no discharge of turbid water on site.
10. Discharge or disposal of water shall be controlled to prevent erosion

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

MEASUREMENT AND PAYMENT

Full compensation for “Water Pollution Control” (Bid Item 26) shall include full compensation for furnishing all labor, materials, tools, equipment, dewatering, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these Specifications, and as directed by the Engineer and shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

Full compensation for implementation and maintenance of the water pollution control program shall be considered as included in the contract lump sum price paid for Water Pollution Control and no additional compensation will be allowed therefor.

21. CONSTRUCTION STAKING

General:

This section specifies the work for construction staking which consists of providing all labor, tools, equipment, materials and incidentals necessary to locate by staking all improvements, to the line and grade shown on the Plans.

Execution:

Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

All work shall be staked in order to meet the lines and grades shown on the Plans. Copies of all survey cut sheets shall be provided to the City Engineer two (2) working days before the planned work begins.

Finished grade elevations, pipe flowlines, and walls shall be within minus five hundredths (-0.05) foot of elevation and plan location.

Prior to concrete pouring, formwork and survey staking shall be reviewed and approved by the City Engineer.

MEASUREMENT AND PAYMENT

Full compensation for "Construction Layout" shall include furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work and shall be considered included in the various bid items of work and no additional compensation shall be allowed therefore.

22. WOODEN RETAINING WALL

General:

Specifications are for providing Soldier Pile Wall as indicated in the design plans.

Submittals:

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

Materials:

- #1 Pressure Treated Timber and Lumber. All timber and lumber shall be graded in accordance with ASTM D245. All timber and lumber shall be pressure treated with wood preservative in accordance with these specifications for the service conditions to which the treated timber and lumber will be exposed. Pressure treatments shall conform to the AWPA standards.
    - Timber and lumber shall be coated on all sides with two coats of Amerloc 2 VOC or approved equal. While the second coat of Amerloc 2 is still wet, all timber or limber member faces that will function as a walking surface will be broadcast with aluminum oxide none-skid material.
    - A final top coat of Precision Coatings PC3v100 series polyurethane (flat) (or approved equal) shall be applied on all surfaces to which the aluminum oxide non-skid material was applied.
    - Contractor shall submit coating color samples to client for selection and approval prior to fabrication.

- Fasteners

- Timber and lumber shall be fastened with nails, spikes, bolts, rods, plates, washers and all other hardware shall be of the type, size and spacing to meet the conditions encountered.
- Fasteners shall be hot dip galvanized in accordance with ASTM653 G185 (for hardware and connectors) and ASTMA153 (for fasteners and anchors).

- Portland Cement Concrete for fixed form concrete surface improvements shall be minor concrete conforming to the requirements of Section 90-2 "Minor Concrete" of the Standard Specifications with at least 505 pounds of cementitious material per cubic yard and 1-inch maximum graded coarse aggregate. No bagged mix is permitted. Hand mixing of Portland Cement Concrete for use in concrete surface improvements shall not be permitted. For concrete paving subjected to vehicular traffic, strength of concrete in place shall be 4,000 psi at 28 days. No admixtures shall be used without approval of the Engineer.

  Maximum slump of fresh concrete permitted in these items shall be 4 inches. Slump shall be determined by either ASTM C-143 or California Test Method No. 520 at the Engineer's discretion.

- ¾" Clean chrushed Rock

- Mirafi 140N Filter Fabric

Execution:

Treated/coated timber and lumber shall be stored on raised platforms and shall be stacked and supported to prevent warp.

Treated/coated timber and lumber having a specified moisture content shall be set on raised platforms and covered with suitable weatherproof protective coverings, such as tarpaulins or heavy polyethylene film. Covers shall be battened down to prevent the covers from blowing off.

All treated/coated timber and lumber shall be carefully handled to avoid splitting or damage to the surface and edges.

Erection: All carpentry shall be correctly laid out. All items of woodwork, hardware, and any other work in connection with carpentry shall be carefully fit and erected, accurately located, and shall be plumb, level, and properly aligned, and rigidly secured in place.

Preservative Coating: All field-cut edges and surfaces of treated/coated lumber shall be liberally coated with a concentrated solutions of preservative and coatings.

All components of the work shall be protected from detrimental weather and damage until construction operations are completed.

Work which cannot be covered with complete construction systems before the onset of weather detrimental to the work shall be completely covered and protected in such a manner as to deflect water and weather from the installation without damaging adjacent work.

Rough carpentry shall be protected from all damage and abuse until Final Acceptance by the Engineer.

MEASUREMENT AND PAYMENT
The contract price paid per linear foot of "Wooden Retaining Wall" (Bid Item 27) shall include full compensation for furnishing all labor, materials, tools, excavation, dewatering, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

23. VEHICLE LOOP DETECTORS

General:

Specifications are for removing, furnishing, and installing Vehicle Loop Detectors as indicated in the design plans.

Submittals:

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

Materials:

- Inductive Loop Conductors shall be per Section 86-1.02F of the State Standard Specifications
- Sealants for filling loop detector shall be per Section 86-1.03W of the State Standard Specifications
- Lead-in Cables shall be per Section 86-1.03F(2) of the State Standard Specifications

Execution:

Installation per Section 87-1.03V of the State Standard Specifications and as approved by the Engineer.

Return to Agenda

MEASUREMENT AND PAYMENT

The contract price paid per each “Remove and Replace Vehicle Loop Detector” (Bid Item 23) shall include full compensation for furnishing all labor, materials, tools, excavation, equipment, supervision, traffic control, connections to existing facilities, coordination, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

Chapter 1 I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-

tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

Chapter 2 II. NONDISCRIMINATION

1. Equal Employment Opportunity: “Equal Employment Opportunity (EEO) requires that the contractor not discriminate and take affirmative action to assure equal opportunity. The specific affirmative action standards for the contractor’s project activities under this contract are set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60, and 49 CFR 27), and orders of the Secretary of Labor, as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140.”. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race,

religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective

action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship) and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish

such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part

26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

Chapter 3 III. NONSEGREGATED FACILITIES

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may

neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

Chapter 4 IV. DAVIS-BACON AND RELATED ACT PROVISIONS

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for

submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at

less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a

person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Chapter 5 V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Chapter 6 VI. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

Chapter 7 VII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the

Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

Chapter 8 VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

Return to Agenda

Chapter 9 IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency.

Chapter 10 X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general

contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/).

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction,

unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Chapter 11 XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Chapter 12 XII. USE OF UNITED STATES-FLAG VESSELS:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a

rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor).

CHECKLIST FOR BIDDERS

The following information is required of all Bidders:

____ Signed Proposal Sheet

____ Completed Bid Sheet(s)

____ Completed Information Required of Bidders Form

____ Acknowledgement of each addendum issued by the City, if any, with complete signed and dated copies of each addendum attached

____ Executed Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Law

____ Designation of Subcontractors

____ Complete Contractors Industrial Safety Record

____ Bid Security

____ Non Collusion Affidavit

____ Completed and Executed Bidder’s Questionnaire

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Return to Agenda

PROPOSAL

San Pablo Avenue Pavement Rehabilitation

TO THE CITY COUNCIL OF THE CITY OF PINOLE

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the project plans, specifications, instructions to bidders, proposal, notice to contractors and all other information furnished therefore and the site of the proposed work; (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the CITY OF PINOLE, to perform said proposed work in accordance with the plans, if any, and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump-sum price as submitted on the Schedule attached hereto:

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record.

Accompanying this proposal is _____(Insert "$_____cash," "Cashier's Check," "certified check," or "Bid Bond," as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted in the **Bid Sheets**.

The undersigned further agrees that should he/she be awarded the contract on the basis hereof and thereafter, defaults in executing the required contract, with necessary bonds and documents, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the CITY OF PINOLE and this proposal and the acceptance thereof may be considered null and void.

Licensed in accordance with an act providing for the registration of contractors, California Contractor's License No. _____, Class _____, Expiration Date _____ _____.

City of Pinole Business License Number _____

Signature(s) of bidder:_____
_____

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof. Two notarized officer's signatures and the corporate seal are required for corporations.

Return to Agenda

Legal Business Name: _____

Address:_____

Telephone:_____

Contact:_____

Proposals which do not show the number and date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professional Code will be rejected. To be submitted with each bid to contract for **San Pablo Avenue Pavement Rehabilitation.**

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and partnership joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which bidder would like to be taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

Return to Agenda

CITY OF PINOLE
BID SCHEDULE

NAME OF COMPANY:_____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as **San Pablo Avenue Pavement Rehabilitation** Project in accordance with the specifications and plans in the Contract Documents which are on file in the office of the CITY ENGINEER of the City of Pinole to the satisfaction and under the direction of the CITY ENGINEER at the following prices:

SAN PABLO AVENUE PAVEMENT REHABILITATION

ITEM No.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Traffic Management	1	LS		
3	Construction Area Signs	6	EA		
4	Roadside Signs	8	EA		
5	Adjust AT&T MH Frame & Cover To Grade (Revocable)	4	EA		
6	Adjust WCWD MH Frame & Cover To Grade (Revocable)	7	EA		
7	Adjust City MH Frame & Cover To Grade (Revocable)	1	EA		
8	Adjust EBMUD Valve Cover To Grade (Revocable)	22	EA		
9	Adjust PG&E Gas Valve Cover To Grade (Revocable)	7	EA		
10	Adjust WCWD Rodding Cover To Grade (Revocable)	2	EA		
11	Adjust Drain Inlet/Catch Basin To Grade	1	EA		
12	Adjust City Monument Frame & Cover To Grade	3	EA		
13.1	Base Failure Repair - 4" Digout	1,000	SF		
13.2	Base Failure Repair - 11" Digout	2,200	SF		
14.1	5" Asphalt Pavement Cold Planing	3,202	SY		
14.2	2-1/4" Asphalt Pavement Cold Planing	16,826	SY		
15	Hot Mix Asphalt (Type A)	2,987	TON		
16	Striping, Detail 9	4,176	LF		
17	Striping, Detail 38	720	LF		
18	Striping, Detail 25A	130	LF		
19	White Stop Bar & Crosswalk Lines (Thermo) Non-Skid	2,408	LF		
20	White Pavement Markings (Thermo) Non-Skid	701	SF		
21	Two-Way Reflective Pavement Marker (Blue)	6	EA		
22	Curb Paint (Two Coats)	1,138	LF		

Return to Agenda

ITEM No.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
23	Remove And Replace Vehicle Loop Detector	36	EA		
24	Remove Concrete & Base	3,329	SF		
25	Concrete Curb Ramps	17	EA		
26	Water Pollution Control	1	LS		
27	Wooden Retaining Wall	405	LF		

TOTAL PRICE OF BASE BID = _____

BID TOTAL AMOUNT IN WORDS = _____

The undersigned further agrees to deliver and to complete the work within _____ **working days**, from the date of issuance, by the Public Works Department, of notice to proceed with the work, and within _____ days of the date of mailing of the notice of award, to enter into and execute and provide to the City the necessary contract with the necessary bonds and other required documents, and in case of default in executing the neces1sary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Pinole.

Prime Contractor _____

License # _____ Expiration Date _____

Contractor's License number and expiration date are herein stated under penalty of perjury.

By: _____ Title: _____

Dated this _____ day of _____, 20_____

Return to Agenda

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information: (Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

(3) Type of firm - Individual, Partnership, or Corporation:

_____

(4) Corporation organized under the laws of the State of

_____

(5) Contractor's license number and class:

_____

(6) List the names and addresses of all members of the firm or names and titles of all officers of the corporation:

_____

_____

_____

_____

(7) Number of years experience as a contractor in construction work _____

(8) List at least three similar projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Address of Owner, & Telephone #

Return to Agenda

(9) List the name and address of such subcontractor who will perform work in or about the work of improvement and indicate what part of the work will be done by each such contractor:

NAME_____ TYPE OF WORK_____

ADDRESS _____

NAME_____ TYPE OF WORK_____

ADDRESS _____

(10) List the name of the person who inspected the site of the proposed work for your firm:

(11) NOTE: Upon request of the City, the bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other information.

(12) Bidder shall be properly licensed in accordance with Business and Professional Code Section 7028 at the time of the Business and Professional Code shall be considered non-responsive and his bid shall be rejected.

(13) Within 24 hours of the bid opening, the apparent low bidder shall submit the following information for each subcontractor:

Sub-Contractor Name _____License No. and Class

Subcontractors License verified with California Contractor's State License Board on

by _____ Title

Sub-Contractor Name _____License No. and Class

Subcontractors License verified with California Contractor's State License Board on

by _____ Title

Return to Agenda

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS

[Business & Professions Code 7028.15]
[Public Contract Code 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code 7028.15:

(a) **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore**, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing

exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void**.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: _____

Class: _____

Expiration Date: _____

Date: _____

Signature: _____

Return to Agenda

DESIGNATION OF SUBCONTRACTORS

[Public Contract Code section 4104 and Title 49, Section 26.11 of the Code of Federal Regulations]

Public Contract Code section 4104 provides as follows:

Any officer, department, board or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a)(1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

(2)(A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Subcontractor's Name and Contract Name	**Address and Telephone No.**	**Portion of Work and Percent of Total Bid**

Return to Agenda

Subcontractor's Name and Contract Name	Address and Telephone No.	Portion of Work and Percent of Total Bid

Return to Agenda

CONTRACTOR'S INDUSTRIAL
SAFETY RECORD

Record Last Five (5) Full Years:

	Year of Record	2012	2013	2014	2015	2016	Total	Current Year
1. No. of contracts								
2. Total dollar amount of contracts (in thousands of $)								
*3. No. of fatalities								
*4. No. of lost workday cases								
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment								

The information required for these items is the same as required for Columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print) _____ **Signature** _____

Address _____ **State Contractor's Lic.# & Classification** _____

City _____ **Zip Code** _____ **Telephone** _____

Return to Agenda

Bond No. _____

BID BOND

(Bidders must use this form; use of any other bond form may render a bid non-responsive)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the _____

(A Public Agency), has issued an invitation for bids for the work described as follows: _____

San Pablo Avenue Pavement Rehabilitation

_____

_____.

WHEREAS _____

_____

(Name and address of Bidder)

(Principal), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

(Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code Section 2845.

Return to Agenda

IN WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal	Surety
_____	_____
_____	_____
By:_____ Its	By:_____ Its
By:_____ Its	By:_____ Its
(Seal)	*(Seal)*

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Return to Agenda

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[Title 23 United States Code Section 112 and Public Contract Code Section 7106]

State of California)
) ss.
County of _____)

In accordance with Title 23 United States Code Section 112 and Public Contract Code Section 7106,
_____, being first duly sworn, deposes and says that he or she is _____
_____
of _____
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature _____

Subscribed and sworn to before me on _____
(Date)

(Notary Seal) Signature _____
Notary Public

Return to Agenda

CITY OF PINOLE CHECKLIST FOR EXECUTION OF CONSTRUCTION CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

_____ Two Executed Notarized Copies of the Contract

_____ Payment Bond in 100% of the Amount of Contract – one original

_____ Performance Bond in 100% of the Amount of Contract – one original

_____ General Liability Insurance Certificate in the Amount of $1 Million, naming the City as an additional insured

_____ Property Damage Insurance ($1 Million minimum), naming the City as an additional insured

_____ Automobile Insurance Certificate in the Amount of $1 Million, naming the City as an additional insured

_____ Workers Compensation Certificate ($1,000,000 minimum)

_____ Agreement to Comply with California Labor Law Requirements (C-10 Attached)

_____ Indemnification and Hold Harmless Agreement (C-11 Attached)

_____ Additional Insured Endorsement – Comprehensive (Commercial) General Liability (C-12 Attached)

_____ Business License with the City of Pinole

Note: The above documents must remain valid during the life of the contract.

Return to Agenda

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Return to Agenda

CITY OF PINOLE

CONTRACT

For

San Pablo Avenue Rehabilitation

THIS AGREEMENT is made and entered this_____day of _____, 2021, by and between the CITY OF PINOLE, hereinafter referred to as "City" and _____ _____, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference, and

WHEREAS, City desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Scope of Services. City hereby employs Contractor to perform the work and provide the services and materials for the project identified as: San Pablo Pavement Rehabilitation, Phase II, as described in these Plans and Specifications, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in these Plans and Specifications. In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.

2. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid _____ dollars in accordance with the prices as submitted on the Bid Sheet of the Proposal, attached hereto as a part of these Plans and Specifications and in accordance with the Special Provisions.

3. Independent Contractor. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the City. Accordingly, Contractor shall not be deemed the City's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against City.

4. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of City.

5. Termination. This Agreement may be canceled by City at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

6. Worker's Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

7. Prevailing Wages and General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the CITY ENGINEER and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

8. Dispute resolution is subject to the provision of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory non-binding mediation in the event of litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

9. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees and court costs.

10. Severability. If any term or provision or portion of a term or provision of this contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Return to Agenda

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF PINOLE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

CONTRACTOR:

By: _____

_____
Printed Name Date

Approved as to Form

_____
City Attorney

Return to Agenda

CITY OF PINOLE

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY - IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF PINOLE - IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.

2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.

4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 20____, before me, the undersigned, appeared _____ known to me to be the President or Vice President and known to be to be the Secretary or Assistant Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its City Council.

WITNESS my signature and seal.

Notary Public

(Seal)

Return to Agenda

INSURANCE REQUIREMENTS FOR CITY OF PINOLE

Public Works Contract

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of $1,000,000.00 combined single limit coverage against any injury, death, lose, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of $1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of $1,000,000.00; and (4) worker's compensation insurance with a minimum limit of $1,000,000.00 or the amount required by law, whichever is greater. The City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability and property damage.

1. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) day's prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

2. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.

3. The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Return to Agenda

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Return to Agenda

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the _____ (A Public Agency), has awarded to _____

_____

_____

(Name and address of Contractor)

(Principal), a contract (the Contract) for the work described as follows:

San Pablo Avenue Pavement Rehabilitation

_____

_____

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

(A Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than 100% of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

Return to Agenda

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal	Surety
_____	_____
_____	_____
By:_____	By:_____
Its	Its
By:_____	By:_____
Its	Its

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By:_____
Insurance Administrator

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Return to Agenda

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the _____

(Public Agency), has awarded to _____

_____

_____

(Name and address of Contractor)

(Principal), a contract (the Contract) for the work described as follows:

San Pablo Avenue Pavement Rehabilitation

_____

_____

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

(A Surety) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Public Agency, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

Principal	Surety
_____	_____
_____	_____
By:_____	By:_____
Its	Its
By:_____	By:_____
Its	Its

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By:_____
Insurance Administrator

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Return to Agenda

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the City of Pinole has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

   City of Pinole
   City Hall
   2131 Pear Street
   Pinole, California 90275

2. The insureds under such policy or policies are:

_____

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days' written notice thereof has been served upon the City Clerk of the City of Pinole

   _____

   _____

   By: _____
   Its Authorized Representative

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Return to Agenda

AGREEMENT TO COMPLY WITH
CALIFORNIA LABOR LAW REQUIREMENTS
[Labor Code Sections 1720, 1773.9, 1773.11, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (Agency) and agrees to be bound by all the provisions thereof as though set forth in full herein.

2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.9 which requires the payment of per diem wages to each worker needed to execute the work to the extent required by law, as well as California Labor Code Section 1773.11, which requires payment of holiday and overtime wages to each worker needed to execute the work to the extent required by law.

3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

Return to Agenda

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date _____ Signature _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: _____

_____

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Pinole and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively Indemnitees) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively Liabilities), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the Agreement) or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

Return to Agenda

Indemnitor

Name_____ Name_____

By:_____ By:_____

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

_____

Name and address of named insured (Named Insured):

_____

Name and address of Insurance Company (Company):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____(Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out

of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

Contractual Liability
Owners/Landlords/Tenants
Manufacturers/Contractors
Products/Completed Operations
Broad Form Property Damage
Extended Bodily Injury
Broad Form Comprehensive
General Liability Endorsement
Explosion Hazard
Collapse Hazard
Underground Property Damage
Pollution Liability
Liquor Liability

12. A deductible or self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____*(if none, so state)*. The deductible is applicable per claim or per occurrence *(check one)*.

13. This is an occurrence or G claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

_____

Name and address of named insured (Named Insured):

_____

Name and address of Insurance Company (Company):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____(Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the Additional Insureds under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out

of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

CITY ENGINEER
City of Pinole
2131 Pear Street
Pinole, California 94564

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

Any Automobiles
All Owned Automobiles
Non-owned Automobiles
Hired Automobiles
Scheduled Automobiles
Garage Coverage

Truckers Coverage
Motor Carrier Act
Bus Regulatory Reform Act
Public Livery Coverage

_____

12. A G deductible or G self-insured retention *(check one)* of $_____ applies to all coverage(s) except: ___*(if none, so state)*. The deductible is applicable G per claim or G per occurrence *(check one)*.

13. This is a G occurrence or G claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

_____

Name and address of named insured (Named Insured):

_____

Name and address of Insurance Company (Company):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the Policy) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (A Public Agency), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the AAdditional Insureds) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Pinole
2131 Pear Street
Pinole, California 94564

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
Following Form Umbrella Liability		

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ _____*(if none, so state)*. The deductible is applicable G per claim or G per occurrence *(check one)*.

14. This is an occurrence or claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____)

APPENDICES

Return to Agenda

APPENDIX I

EXHIBIT

Return to Agenda

(INSERT PLANS)

Return to Agenda

APPENDIX II

PROJECT PLANS

Return to Agenda

INSERT PROJECT PLANS INCLUSIVE OF SPECIAL CONSTRUCTION DETAILS

Return to Agenda

APPENDIX III

TRASH PICKUP SCHEDULE

The trash and recycling pickup occurs as follows:

CITY TO PROVIDE

Return to Agenda

Return to Agenda

APPENDIX IV

CONCRETE AND ASPHALT REMOVAL FORM

Return to Agenda

CITY OF PINOLE
STREET OVERLAY FISCAL YEAR 2021

Street Name: _____ Sheet _____ of _____

Address	AC Street R&R (S.F.)	Sidewalk, Curb &Gutter R&R (S.F.)	Driveway R&R (S.F.)
TOTAL			

The total quantities as shown above are correct and shall be considered final for terms of payment under this contract.

_____ _____
Contractor, Title Date

_____ _____
City Inspector Date

1629729.2

Return to Agenda

CITY COUNCIL REPORT

8I

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: RECEIVE THE FISCAL YEAR (FY) 2020-21 FOURTH QUARTER FINANCIAL REPORT

RECOMMENDATION

Staff recommends that the City Council receive the Fiscal Year (FY) 2020-21 Fourth Quarter Financial Report (unaudited) and adopt a resolution approving year-end budget adjustments.

BACKGROUND

The quarterly financial report is intended to provide the City Council, City staff and management, and the community a general update on the financial activities and condition of the City.

The City operates on an annual budget cycle. Through the budget, the City Council approves revenue estimates and authorizes City staff to expend the City's limited financial resources. As one of the many activities that the City undertakes to help ensure its financial soundness, staff provides quarterly financial reports on the City's budget condition.

The Fourth Quarter Financial Report covers financial activity through the fourth quarter of the FY 2020-21, ending June 30, 2021. It provides preliminary year-end results since the annual audit has not been completed. Further adjusting entries may be necessary as a result of the City's year-end audit process.

REVIEW & ANALYSIS

General Fund Analysis

The FY 2020-21 budget originally adopted on June 16, 2020 included the use of General Fund balance, in part for the purchase of a new fire engine, for a net deficit of $2,002,577. During the mid-year budget process, the budget was amended resulting in a budgeted net deficit of $1,516,314. Following mid-year, the budget was amended to appropriate fund balance for several unexpected expenditures, resulting in the current budgeted deficit of $1,818,483. The actual unaudited year-end deficit,

$655,937, is much lower, resulting in an ending fund balance of $5,964,964. Below is a summary of the fourth quarter General Fund revenue and expenditures.

General Fund	FY 2020/21 Original Budget	FY 2020/21 Current Budget	FY 2020/21 YTD Actuals	% of Budget
Revenues/Sources	$ 15,606,351	$ 16,871,428	$ 17,243,573	102%
Expenditures	17,608,928	18,689,911	17,899,511	96%
Net surplus/deficit	(2,002,577)	(1,818,483)	$ (655,937)	
Beginning Fund Balance	6,620,901	6,620,901	6,620,901	
Ending Fund Balance	**$ 4,618,324**	**$ 4,802,418**	**$ 5,964,964**	

General Fund Revenue

The City Council authorized revenues in the amount of $15,606,351 in the original FY 2020-21 General Fund budget. During the mid-year budget process, the budget was increased to $16,871,428. General Fund actual revenues through the fourth quarter of FY 2020-21 totaled $17,243,573, which is 102% of the revised budget. Below is a table showing the original budget, revised budget, year-end actual amounts, and percentage of budget received for General Fund revenues by category. It does not include Measure S 2006 and Measure S 2014; they are discussed separately in the Other Funds Analysis section.

	FY 2020-21 Original Budget	FY 2020-21 Current Budget	FY 2020-21 YTD Actuals	% of Budget
Property Taxes	$ 4,146,109	$ 4,146,109	$ 4,091,345	99%
Sales and Use Taxes	3,345,879	3,991,200	4,303,800	108%
Utility Users Tax	1,896,000	1,896,000	1,938,422	102%
Franchise Taxes	750,000	750,000	751,598	100%
Other Taxes: TOT	410,000	410,000	446,105	109%
Other Taxes: Business License	375,000	375,000	349,733	93%
Intergovernmental Taxes	2,006,163	2,006,163	2,034,203	101%
Public Safety Charges	1,306,115	1,306,115	1,345,588	103%
Total Other Revenue	489,072	1,108,828	838,554	76%
Revenue Total:	14,724,338	15,989,415	16,099,348	101%
Transfer In from Section 115 Trust	882,013	882,013	1,144,225	130%
Revenue/Sources Total:	**$ 15,606,351**	**$ 16,871,428**	**$ 17,243,573**	**102%**

Sales Tax

Sales tax is the City's largest revenue stream between the General Fund and Measure S funds. For FY 2020-21, sales tax for the General Fund was originally budgeted at $3,345,879, then increased to $3,991,200 during the mid-year budget process. The increase was to align the budget with updated projections provided by HDL, the City's sales tax consultant. Despite the economic impact of COVID-19, sales tax receipts continued trending higher than initially predicted when the original budget was developed. The increase was mostly attributable to the upward trend in the City's

allocation from the countywide pool from online sales and new revenue. For FY 2020/21, sales tax receipts totaled $4,303,800, 108% of the revised budget. Sales tax receipts for the General Fund, Measure S 2006, and Measure S 2014 combined totaled $8,927,361, 110% of the revised budget.

Property Tax

Property tax is the City's second largest revenue stream. It is received in December, April, and June of each year. The budgeted revenue for FY 2020-21 was $4,146,109, of which the City collected 99%. Property tax revenue includes the basic 1% property tax of $2,856,109 and the Redevelopment Property Tax Trust Fund (RPTTF) of $1,290,000. This is revenue that has resulted from the dissolution of the former Pinole Redevelopment Agency and represents the shift from the Agency receiving tax increment revenue to the various taxing entities receiving the tax revenue. The RPTTF revenue will convert to "normal" property tax revenue when all of the former Agency's outstanding debt is paid off and the Successor Agency is formally dissolved. Dissolution is currently expected to occur sometime after the final debt service payment in FY 2023-24.

All Other General Fund Revenue

Utility Users Tax (UUT), which is levied on telecommunication, electricity, gas, and mobile phones, is the City's fourth largest revenue stream. For FY 2020/21, revenues totaled $1,938,422, 102% of the revised budget.

Franchise Tax is levied on gas, electricity, cable, and refuse. Revenues totaled $751,598, 100% of the revised budget.

Other Taxes, including Transient Occupancy Tax (TOT) and Business License, totaled $795,839, 101% of the revised budget.

Intergovernmental taxes, including the Property Tax In-Lieu of Motor Vehicle License Fee (VLF), is the City's third largest revenue stream, and totaled $2,034,203, 101% of the revised budget.

Public safety charges, including police dispatch services for Hercules and San Pablo, totaled $1,345,588, 103% of the revised budget.

Other General Fund revenues include Coronavirus Relief Funds in the amount of $240,831. This category also includes permits, fees, fines and forfeitures, rental income, investment income, and grants. All revenues in this category totaled $838,554, 76% of the revised budget. Actual revenues were far below the budget primarily due to not receiving a $259,800 reimbursement that was expected from the Federal Emergency Management Agency (FEMA) Public Assistance Program for COVID-related public safety overtime. The City expects to receive the funding in FY 2021/22.

A transfer from the City's Section 115 Pension Trust to the General Fund was budgeted for FY 2020-21 in the amount of $882,013. The actual transfer totaled $1,144,225. It was higher than the original budgeted amount because the transfer for the prior year (FY 2019/20) was not completed until the first quarter of FY 2020/21.

General Fund Expenditures

The City Council authorized expenditures in the amount of $17,608,928 in the original FY 2020-21 General Fund budget. The revised budget was increased to $18,689,911. General Fund actual unaudited expenditures through the fourth quarter of FY 2020-21 totaled $17,899,511, which is 96% of budget.

Actuals in most of the non-personnel expenditure categories were at or below 100%. Savings in the salaries and benefits category were mostly attributable to vacancies. Actuals that exceeded budget are explained below.

- Other Operating Expenses were 135% of the revised budget primarily due to water and electricity utility costs exceeding budget.
- Asset/Capital Outlay actual expenditures were 101% of the revised budget primarily due to some unbudgeted equipment purchases.

Below is a table showing the original budget, revised budget, year-end actual amounts, and percentage of budget used for General Fund expenditures by category.

Category	FY 2020-21 Original Budget	FY 2020-21 Current Budget	FY 2020-21 YTD Actuals	% of Budget
Salaries & Wages	$ 8,197,748	$ 8,408,048	$ 8,243,246	**98%**
Benefits	5,181,603	5,181,603	4,720,123	**91%**
Professional/Admin Services	2,860,763	3,424,363	3,035,815	**89%**
Other Operating	246,481	246,481	332,324	**135%**
Materials and Supplies	182,200	182,200	148,389	**81%**
Interdepartmental Charges	(1,317,402)	(1,317,402)	(1,158,491)	**88%**
Asset/Capital Outlay	999,580	1,086,749	1,097,736	**101%**
Debt Service	555,000	556,107	558,607	**100%**
Other Financing Uses/Transfers Out	702,955	921,762	921,762	**100%**
Expenditure Total:	**17,608,928**	**18,689,911**	**17,899,511**	**96%**

In addition to the summary of expenditures by category, a summary of expenditures by department is provided below. Most departmental spending was at or below 100% for the year. Those that exceeded the revised budget are detailed below.

- City Council department expenditures were at 117% of the revised budget mostly due to administrative expenses for broadcasting services.
- City Manager department expenditures were at 112% of the revised budget primarily due to higher than projected pension costs.

- City Attorney department expenditures were at 128% of the revised budget for legal services provided.
- Finance Department budget department expenditures were at 106% of the revised budget primarily due to a large vacation payout paid in the first quarter.
- Public Works department expenditures were at 102% of the revised budget mostly due to higher than projected expenditures for facilities maintenance.

Below is a table showing the original budget, revised budget, year-end actual amounts, and percentage of budget used for General Fund expenditures by department.

Department	FY 2020-21 Original Budget	FY 2020-21 Current Budget	FY 2020-21 YTD Actuals	% of Budget
City Council	$ 145,482	$ 183,282	$ 215,352	117%
City Manager	437,043	539,543	603,505	112%
City Clerk	250,145	250,145	243,065	97%
City Treasurer	6,779	9,479	8,286	87%
City Attorney	149,136	384,136	489,955	128%
Finance Department	510,212	537,712	571,900	106%
Human Resources	276,434	308,934	292,727	95%
Non-Departmental	1,701,069	1,691,169	1,387,530	82%
Police Department	7,249,344	7,548,513	6,878,974	91%
Fire Department	4,471,322	4,605,122	4,604,922	100%
Public Works	926,807	926,807	949,421	102%
Community Development	227,201	227,201	173,504	76%
Debt Service	555,000	556,107	558,607	100%
Transfers Out	702,955	921,762	921,762	100%
Expenditure Total:	**$ 17,608,928**	**$ 18,689,911**	**$ 17,899,511**	**96%**

Other Funds Analysis

The following analysis provides detailed explanations of the financial activity for select non-general funds. Attachment A includes detailed financial information for all funds.

<u>Measure S 2006 Fund (Fund 105) and Measure S 2014 Fund (Fund 106)</u>

Measure S 2006 is a voter-approved general purpose use tax levied at 0.5% on all retail sales. Revenue from Measure S 2006 has historically been allocated by the City Council to fund public safety programs. For FY 2020/21, actual tax revenues were $2,309,123, 113% of the revised budget. Expenditures were $1,901,034, 88% of the revised budget.

Measure S 2014 is a voter-approved general purpose use tax also levied at 0.5% on all retail sales. Revenue from Measure S 2014 has historically been allocated by the City Council to address some of the City's operational and deferred capital improvement needs. For FY 2020/21, actual tax revenues were $2,314,438, 113% of

the revised budget. Expenditures were $1,609,769, 53% of the revised budget. Expenditures were significantly lower than budget due to the timing of spending for capital projects, which typically span several fiscal years.

Gas Tax Fund (Fund 200)

The Gas Tax Fund accounts for revenue from State excise taxes on gasoline and diesel fuel sales (referred to as the Highway Users Tax Account (HUTA)) as well as revenue from the Road Repair and Accountability Act of 2017 (SB1) (referred to as the Road Maintenance and Rehabilitation Account (RMRA)). Gas Tax Fund resources are restricted for use in the construction and maintenance of public streets. These funds support both annual operating and capital projects. For FY 2020/21, actual Gas Tax Fund revenues were $807,123, 92% of the revised budget. Expenditures were $1,376,992, 86% of the revised budget. Expenditures were lower than budget due to the timing of capital projects, which typically span several fiscal years. The revised budget projected use of fund balance in the amount of $733,955; actual use was $569,869.

Public Safety Augmentation Fund (Fund 203)

The Public Safety Augmentation Fund (PSAF) accounts for monies allocated by the County Auditor-Controller under Proposition 172 from the statewide 0.5% sales tax based on a share of statewide taxable sales. These funds are used exclusively for public safety. The receipt of these funds is conditioned on Maintenance of Effort using base year FY 1992/93. For FY 2020/21, revenues were $190,022, 110% of the revised budget. Expenditures were $143,643, 76% of the revised budget. The surplus increased the fund balance by $46,379.

Police Grants Fund (Fund 204)

The Police Grants Fund accounts for grants received and used exclusively for public safety. Funding for school resource officers received from West Contra Costa Unified School District (WCCUSD) and Alcoholic Beverage Control (ABC) grant funding is recorded in this fund. WCCUSD determined not to provide the City with a grant of $150,000 for one school resource officer in FY 2020/21. For FY 2020/21, expenditures were $85,999, 56% of the revised budget. The fund balance was used to offset the loss of the WCCUSD grant.

Supplemental Law Enforcement Services Fund (206)

The Supplemental Law Enforcement Services Fund (SLESF) accounts for funds received from the County under AB 3229, which enacted the Citizens Option for Public Safety (COPS) Program, through which the City receives $100,000 annually. In addition to the $100,000 annual payment, the City receives a Growth Allocation payment. The funds are used to partially offset officer personnel costs. For FY 2020/21, revenues were $159,013, 100% of the revised budget. Expenditures were $98,192, 100% of the revised budget.

NPDES Storm Water Fund (Fund 207)

The NPDES Storm Water Fund accounts for assessments collected by the County via property tax bills and provided to the City for stormwater programs pursuant to the National Pollutant Discharge Elimination System (NPDES) regulations, a federally mandated program. Assessments are levied at $35 per Equivalent Runoff Unit (ERU). For FY 2020/21, revenues were $260,448, 80% of the revised budget. Expenditures were $275,059, 73% of the revised budget. The revised budget projected the use of fund balance in the amount of $53,062; actual use was $14,611.

Recreation Department Fund (Fund 209)

The Recreation Department Fund accounts for funds received from fees for participation in recreational programs. The Recreation Department was dramatically impacted by the COVID-related shelter in place (SIP) order, which has required closing in-person recreation programs. The FY 2020/21 budget was significantly reduced at mid-year due to limited programming following SIP orders. For FY 2020/21, revenues were $786,185, 105% of the revised budget. Expenditures were $823,437, 63% of the revised budget. The Recreation Department Fund received transfers in from the General Fund and Measure S 106 Fund totaling $607,915, which were used to support operations. Staff recommends a $24,153 expenditure budget adjustment to cover overages in several expenditure categories.

Building & Planning Fund (Fund 212)

The Building & Planning Fund accounts for funds received from fees and permits for building and planning services. Fees are collected to recover the cost primarily related to inspections and plan checks performed. For FY 2020/21, revenues were $694,592, 69% of the revised budget. Expenditures were $987,604, 66% of the revised budget. The revised budget projected use of fund balance in the amount of $425,792; actual use was $293,092.

Refuse Management Fund (Fund 213)

The Refuse Management Fund accounts for resources received from the City's franchise waste hauler, Republic Services, from a monthly fee imposed under AB 939 on all residential customers in Pinole. These revenues are restricted to programs and activities that promote recycling of solid waste and source reduction. For FY 2020/21, revenues collected were $68,675, 104% of the revised budget. Expenditures were $210,444, 166% of the revised budget; the overage was due to the transfer out to the Rate Stabilization Fund (216) which is not originally budgeted. Therefore, staff recommends a $107,805 expenditure budget adjustment for the 25% excess funds transferred to the Rate Stabilization Fund (216), which is described below.

Solid Waste Fund (Fund 214)

The Solid Waste Fund accounts for funds received from Republic Services from a monthly fee it assesses on customer rates for solid waste services. These funds are

set aside for future solid waste capital projects and for a rate stabilization fund. For FY 2020/21, revenues collected were $359,496, 98% of the revised budget. Expenditures, including encumbrances, were $258,077, 91% of the revised budget. Staff recommends a $47,700 expenditure budget adjustment for the 25% excess funds transferred to the Rate Stabilization Fund (216).

Rate Stabilization Fund (Fund 216)

The Rate Stabilization Fund was created to account for the excess revenues from the solid waste post collection contract with Republic Services. Twenty-five percent (25%) of the surplus funds, generated from prior years' rate increases, are set aside to offset year-over-year rate fluctuations; thereby, leveling the annual rates paid by consumers. Per Resolution 2013-91, the City was required to establish a rate stabilization fund, separate from the Solid Waste Fund (214), for the excess revenues collected. For FY 2020/21, revenues were $184,676 and there were not any expenditures. Because the fund was recently created, the revenues were not budgeted. For this reason, staff recommends a $184,676 revenue budget adjustment for the transfers in from the Refuse Management Fund (213) and the Solid Waste Fund (214), as described above.

Measure J Fund (Fund 215)

The Measure J Fund accounts for special sales tax revenues collected by the Contra Costa Transportation Authority (CCTA) and reapportioned to the cities for local street projects. The City must submit a checklist each year to confirm compliance with a Growth Management Program in order to receive these funds. Estimates of annual funding are provided by the CCTA, and jurisdiction allocations are based on a formula that considers both population and road mileage. For FY 2020/21, revenues were $402,575, 101% of the revised budget. Expenditures were $160,603, 21% of the revised budget. Actual expenditures were significantly lower than budgeted due to the timing of capital projects; the unspent funds were carried over to the FY 2021/22 budget. The ending surplus increased the fund balance by $241,971.

Housing Assets for Resale Fund (285)

The Housing Assets for Resale Fund accounts for activities associated with administering housing programs of the former Pinole Redevelopment Agency, use of Housing Set Aside funds, and the provision of affordable housing within the community. For FY 2020/21, revenues were $68,282, 65% of the revised budget, mainly from interest earnings and loan repayments. Expenditures were $44,092, 25% of the revised budget.

Lighting and Landscape District Fund (Fund 310)

The Lighting and Landscape District Fund accounts for assessments to property owners to maintain median lighting and landscaping within the Pinole Valley Road North and South areas. Revenue is received in December, April, and June with

property tax payments. For FY 2020/21, revenues were $57,364, 134% of the revised budget. Expenditures were $53,599, 125% of the revised budget. The overages in revenues and expenditures were related to light pole damage reimbursements and the associated repairs. Therefore, staff recommends a $14,584 revenue budget adjustment and a $10,819 expenditure budget adjustment.

City Street Improvement (Fund 325)

The City Street Improvements Fund accounts for an annual $250,000 transfer from Measure S 2014 for street improvement projects. For FY 2020/21, revenues were $400,919, 160% of the revised budget. In addition to the normal $250,000 transfer, the fund received a state grant award in the amount of $149,002. Expenditures, including encumbrances, totaled $1,151,147, 86% of the revised budget. The revised budget projected use of fund balance in the amount of $1,085,698; actual use was $48,050.

Arterial Streets Rehabilitation (Fund 377)

The Arterial Streets Rehabilitation Fund accounts for an annual $250,000 transfer from Measure S 2014 for street rehabilitation projects. For FY 2020/21, expenditures, including encumbrances, totaled $278,212, 43% of the revised budget. The revised budget projected use of fund balance in the amount of $393,281. The fund ended with a surplus, which increased the fund balance by $13,993.

Sewer Enterprise Fund (Fund 500)

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant, which serves the Pinole and Hercules areas. Revenues are received with the property tax payments in December, April, and June. For FY 2020/21, revenues were $7,536,613, 96% of the revised budget. Expenditures were $5,701,355, 63% of the revised budget. The revised budget projected the use of fund balance in the amount of $2,342,841. The fund ended with a surplus, which increased the fund balance by $1,835,258.

Cable Access TV Fund (Fund 505)

The Cable Access TV Fund accounts for revenue received from cable franchise fees, video production and broadcast charges, and Public, Educational, and Governmental (PEG) access fees. PEG access fees are designated for equipment purchases. Transfers from the General Fund also help support the operating costs. For FY 2020/21, revenues were $409,166, 126% of the revised budget. Expenditures were $391,792, 88% of the revised budget. The revised budget projected use of the fund balance in the amount of $41,514. The fund ended with a surplus of $32,104, which helped offset the projected negative cash balance.

Information Systems Fund (Fund 525)

The Information Systems Fund is an internal service fund used to account for activities that provide technology goods or services to other City funds and departments on a cost-reimbursement basis. For FY 2020/21, revenues and expenditures were both $668,089, 83% of the revised budget.

The FY 2020/21 budget and actual revenue, expenditures, and ending fund balance for each City fund is listed in Attachment A.

FISCAL IMPACT

In this FY 2020/21 Fourth Quarter Financial Report, staff recommends the following year-end budget adjustments, summarized below, and detailed in Attachment A.

- Recreation Fund expenditure budget increases totaling $24,153;
- Refuse Management Fund expenditure budget increase totaling $107,805;
- Solid Waste Fund expenditure budget increase totaling $45,700;
- Rate Stabilization Fund revenue budget increase totaling $184,676;
- Lighting and Landscape Districts revenue budget increase totaling $14,584; and
- Lighting and Landscape Districts expenditure budget increase totaling $10,819.

ATTACHMENTS

A – FY 2020/21 Fourth Quarter Financial Report Summary by Fund
B – Resolution approving FY 2020/21 year-end budget adjustments

ATTACHMENT A

Return to Agenda

City of Pinole, CA

For FY2020-21 Period Ending: 6/30/21

	Original Budget	Current Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used
Fund: 100 - General Fund									
Revenue									
Property Taxes	4,146,109	4,146,109		4,146,109	4,091,345		4,091,345	(54,764)	99%
Sales and Use Taxes	3,345,879	3,991,200		3,991,200	4,303,800		4,303,800	312,600	108%
Utility Users Tax	1,896,000	1,896,000		1,896,000	1,938,422		1,938,422	42,422	102%
Franchise Taxes	750,000	750,000		750,000	751,598		751,598	1,598	100%
Other Taxes: TOT	410,000	410,000		410,000	446,105		446,105	36,105	109%
Other Taxes: Business License	375,000	375,000		375,000	349,733		349,733	(25,267)	93%
Intergovernmental Taxes	2,006,163	2,006,163		2,006,163	2,034,203		2,034,203	28,040	101%
Public Safety Charges	1,306,115	1,306,115		1,306,115	1,345,588		1,345,588	39,473	103%
Total Other Revenue	489,072	1,108,828		1,108,828	838,554		838,554	(270,274)	76%
Revenue Total:	**14,724,338**	**15,989,415**	**-**	**15,989,415**	**16,099,348**		**16,099,348**	**109,933**	**101%**
Penison Trust 115 Transfer	882,013	882,013		882,013	1,144,225		1,144,225	262,212	130%
Sources Total	**15,606,351**	**16,871,428**	**-**	**16,871,428**	**17,243,573**	**-**	**17,243,573**	**372,145**	**102%**
Expenditures									
City Council Total:	145,482	183,282		183,282	215,352		215,352	(32,070)	117%
City Manager Total:	437,043	539,543		539,543	603,505		603,505	(63,962)	112%
City Clerk Total:	250,145	250,145		250,145	243,065		243,065	7,080	97%
City Treasurer Total:	6,779	9,479		9,479	8,286		8,286	1,193	87%
City Attorney Total:	149,136	384,136		384,136	489,955		489,955	(105,819)	128%
Finance Department Total:	510,212	537,712		537,712	571,900		571,900	(34,188)	106%
Human Resources Total:	276,434	308,934		308,934	292,727		292,727	16,207	95%
Non-Departmental Total:	1,701,069	1,691,169		1,691,169	1,387,530		1,387,530	303,639	82%
Total Administrative:	**3,476,300**	**3,904,400**	**-**	**3,904,400**	**3,812,321**	**-**	**3,812,321**	**92,079**	**98%**
Police Department Total:	7,249,344	7,548,513		7,548,513	6,878,974		6,878,974	669,540	91%
Fire Department Total:	4,471,322	4,605,122		4,605,122	4,604,922		4,604,922	199	100%
Total Public Safety:	**11,720,666**	**12,153,635**	**-**	**12,153,635**	**11,483,896**	**-**	**11,483,896**	**669,739**	**94%**
Public Works Total:	926,807	926,807		926,807	949,421		949,421	(22,614)	102%
Community Development Total:	227,201	227,201		227,201	173,504		173,504	53,697	76%
Total Development Services:	**1,154,008**	**1,154,008**	**-**	**1,154,008**	**1,122,925**	**-**	**1,122,925**	**31,083**	**97%**
Debt Service:	555,000	556,107		556,107	558,607		558,607	(2,500)	100%
Operating Transfer Out:	702,955	921,762		921,762	921,762		921,762	-	100%
General Fund Total:	**17,608,928**	**18,689,911**	**-**	**18,689,911**	**17,899,511**	**-**	**17,899,511**	**(790,400)**	**96%**
General Fund Net Results	(2,002,577)	(1,818,483)	-	(1,818,483)	(655,938)	-	(655,938)	1,162,545	6%
Fund Balance July 1, 2020	**6,620,901**	**6,620,901**		**6,620,901**	**6,620,901**				
Estimated Fund Balance June 30, 2021	**4,618,324**	**4,802,418**		**4,802,418**	**5,964,963**				
Fund: 105 - Measure S -2006									
Revenue									
Sales and Use Taxes	1,825,669	2,046,000		2,046,000	2,309,123		2,309,123	263,123	113%
Interest and Investment Income	20,000	20,000		20,000	10,961		10,961	(9,039)	55%
Total Other Revenue	-	1,746		1,746	4,450		4,450	2,704	0%
Revenue Total:	**1,845,669**	**2,067,746**	**-**	**2,067,746**	**2,324,534**		**2,324,534**	**256,788**	**112%**
Penison Trust 115 Transfer	294,558	294,558		294,558	182,670		182,670	(111,888)	62%
Sources Total	**2,140,227**	**2,362,304**		**2,362,304**	**2,507,204**	**-**	**2,507,204**	**144,900**	**106%**
Expenditures									
Finance Department Total:	2,433	2,433		2,433	300		300	2,133	12%
Police Department Total:	1,402,432	1,408,432		1,408,432	1,443,123		1,443,123	(34,691)	102%
Fire Department Total:	760,659	760,659		760,659	457,612		457,612	303,047	60%
Expenditures Total:	**2,165,524**	**2,171,524**	**-**	**2,171,524**	**1,901,034**		**1,901,034**	**270,490**	**88%**
Measure S -2006 Net Results:	**(25,297)**	**190,780**		**190,780**	**606,169**		**606,169**	**415,389**	**318%**
Fund Balance July 1, 2020	**1,785,877**	**1,785,877**		**1,785,877**	**1,785,877**				
Estimated Fund Balance June 30, 2021	**1,760,580**	**1,976,657**		**1,976,657**	**2,392,046**				

City of Pinole, CA

For FY2020-21 Period Ending: 6/30/21

	Original Budget	Current Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used
Fund: 106 - Measure S-2014									
Revenue									
Sales and Use Taxes	1,825,669	2,046,000		2,046,000	2,314,438		2,314,438	268,438	113%
Interest and Investment Income	30,000	30,000		30,000	27,253		27,253	(2,747)	91%
Reimbursements	-	1,000		1,000	1,000		1,000	-	0%
Revenue Total:	**1,855,669**	**2,077,000**		**2,077,000**	**2,342,691**		**2,342,691**	**265,691**	**113%**
Penison Trust 115 Transfer	96,887	96,887		96,887	532		532	(96,355)	1%
Sources Total	**1,952,556**	**2,173,887**		**2,173,887**	**2,343,223**	**-**	**2,343,223**	**169,336**	**108%**
Expenditures									
City Council Department Total:	-	5,900		5,900	5,900		5,900	-	100%
Finance Department Total:	2,433	2,433		2,433	1,356		1,356	1,077	56%
Non-Departmental Total:	693,000	693,000		693,000	666,890		666,890	26,110	96%
Information Systems Total:	42,600	36,700		36,700	-		-	36,700	0%
Police Department Total:	193,641	193,641		193,641	173,457		173,457	20,184	90%
Fire Department Total:	444,489	444,489		444,489	367,274		367,274	77,215	83%
Public Works Total:	2,122,561	2,233,561		2,233,561	386,165	337,622	723,787	1,509,774	32%
Recreation Total:	23,550	38,957		38,957	8,727		8,727	30,230	22%
Expenditures Total:	**3,522,274**	**3,648,681**		**3,648,681**	**1,609,769**	**337,622**	**1,947,391**	**1,701,290**	**53%**
Measure S-2014 Net Results:	**(1,569,718)**	**(1,474,794)**		**(1,474,794)**	**733,454**	**(337,622)**	**395,832**	**1,870,626**	**-27%**
Fund Balance July 1, 2020	**3,760,830**	**3,760,830**		**3,760,830**	**3,760,830**				
Estimated Fund Balance June 30, 2021	**2,191,112**	**2,286,036**		**2,286,036**	**4,494,284**				
Fund: 150 - General Reserve									
Revenue Total:	-	-		-	35,654		35,654	35,654	0%
General Reserve Net Results:	**-**	**-**		**-**	**35,654**		**35,654**	**35,654**	**0%**
Fund Balance July 1, 2020	**7,457,116**	**7,457,116**		**7,457,116**	**7,457,116**				
Estimated Fund Balance June 30, 2021	**7,457,116**	**7,457,116**		**7,457,116**	**7,492,770**				
Fund: 160 - Equipment Reserve									
Revenue									
Fire Department Total:	-	-		-	43,459		43,459	43,459	0%
Public Works Total:	80,000	80,000		80,000	80,000	139,909	219,909	139,909	275%
Community Development Total:	5,000	5,000		5,000	5,000		5,000	(5,000)	100%
Revenue Total:	**85,000**	**85,000**	**-**	**85,000**	**128,459**		**128,459**	**43,459**	**151%**
Expenditures									
Public Works Total:	80,000	274,000		274,000	-		-	274,000	0%
Community Development Total:	5,000	5,000		5,000	-		-	5,000	0%
Expenditures Total:	**85,000**	**279,000**		**279,000**	**-**		**-**	**279,000**	**0%**
Equipment Reserve Net Results:	**-**	**(194,000)**		**(194,000)**	**128,459**		**128,459**	**322,459**	**-66%**
Fund Balance July 1, 2020	**114,949**	**114,949**		**114,949**	**114,949**				
Estimated Fund Balance June 30, 2021	**114,949**	**(79,051)**		**(79,051)**	**243,408**				
Fund: 200 - Gas Tax Fund									
Revenue Total:	866,465	874,101		874,101	807,123		807,123	66,978	92%
Expenditures Total:	1,568,570	1,608,056		1,608,056	1,376,992		1,376,992	231,064	86%
Gas Tax Fund Net Results:	**(702,105)**	**(733,955)**		**(733,955)**	**(569,869)**	**-**	**(569,869)**	**164,086**	**78%**
Fund Balance July 1, 2020	**927,444**	**927,444**		**927,444**	**927,444**				
Estimated Fund Balance June 30, 2021	**225,339**	**193,489**		**193,489**	**357,575**				
Fund: 201 - Restricted Real Estate Maintenance Fund									
Revenue Total:	39,991	39,991		39,991	34,625		34,625	5,366	87%
Expenditures Total:	37,175	37,175		37,175	20,118		20,118	17,057	54%
Restricted Real Estate Maint Fund Net Results:	**2,816**	**2,816**		**2,816**	**14,507**		**14,507**	**11,691**	**515%**
Fund Balance July 1, 2020	**166,676**	**166,676**		**166,676**	**166,676**				
Estimated Fund Balance June 30, 2021	**169,492**	**169,492**		**169,492**	**181,183**				
Fund: 203 - Public Safety Augmentation Fund									
Revenue Total:	172,766	172,766		172,766	190,022		190,022	17,256	110%
Expenditures Total:	189,512	189,512		189,512	143,643		143,643	45,869	76%
Public Safety Augmentation Fund Net Results:	**(16,746)**	**(16,746)**		**(16,746)**	**46,379**		**46,379**	**63,125**	**-277%**
Fund Balance July 1, 2020	**365,840**	**365,840**		**365,840**	**365,840**				
Estimated Fund Balance June 30, 2021	**349,094**	**349,094**		**349,094**	**412,219**				

City of Pinole, CA

For FY2020-21 Period Ending: 6/30/21

	Original Budget	Current Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used
Fund: 204 - Police Grants									
Revenue Total:	150,000	-		-			-	-	0%
Penison Trust 115 Transfer	-	26,807		26,807	29,428		29,428	2,621	110%
Sources Total	**150,000**	**26,807**		**26,807**	**29,428**	**-**	**29,428**	**2,621**	**110%**
Expenditures Total:	152,305	152,305	-	152,305	85,999		85,999	66,306	56%
Police Grants Net Results:	**(2,305)**	**(125,498)**		**(125,498)**	**(56,571)**		**(56,571)**	**68,927**	**45%**
Fund Balance July 1, 2020	**125,498**	**125,498**		**125,498**	**125,498**				
Estimated Fund Balance June 30, 2021	**123,193**	**0**		**0**	**68,927**				
Fund: 205 - Traffic Safety Fund									
Revenue Total:	46,500	46,500		46,500	29,031		29,031	(17,469)	62%
Expenditures Total:	19,719	19,719		19,719	564		564	19,155	3%
Traffic Safety Fund Net Results:	**26,781**	**26,781**		**26,781**	**28,467**		**28,467**	**1,686**	**106%**
Fund Balance July 1, 2020	**207,302**	**207,302**		**207,302**	**207,302**				
Estimated Fund Balance June 30, 2021	**234,083**	**234,083**		**234,083**	**235,770**				
Fund: 206 - Supplemental Law Enforcement Svc Fund									
Revenue Total:	101,600	158,327		158,327	159,013		159,013	686	100%
Expenditures Total:	97,897	97,897		97,897	98,192		98,192	(295)	100%
Sup Law Enforce Svc Fund Net Results:	**3,703**	**60,430**		**60,430**	**60,821**		**60,821**	**391**	**101%**
Fund Balance July 1, 2020	**269,337**	**269,337**		**269,337**	**269,337**				
Estimated Fund Balance June 30, 2021	**273,040**	**329,767**		**329,767**	**330,158**				
Fund: 207 - NPDES Storm Water Fund									
Revenue Total:	266,620	324,655		324,655	260,448		260,448	(64,207)	80%
Expenditures Total:	377,717	377,717		377,717	275,059		275,059	102,658	73%
NPDES Storm Water Fund Net Results:	**(111,097)**	**(53,062)**		**(53,062)**	**(14,611)**		**(14,611)**	**38,451**	**28%**
Fund Balance July 1, 2020	**16,432**	**16,432**		**16,432**	**16,432**				
Estimated Fund Balance June 30, 2021	**(94,665)**	**(36,630)**		**(36,630)**	**1,821**				
Fund: 209 - Recreation Fund									
Revenue Total:	1,286,820	752,038		752,038	786,185		786,185	34,147	105%
Penison Trust 115 Transfer	11,704	11,704		11,704	7,334		7,334	(4,370)	63%
Sources Total	**1,298,524**	**763,742**	**-**	**763,742**	**793,519**	**-**	**793,519**	**29,777**	**104%**
Expenditures Total:	1,298,524	799,283	24,153	823,436	823,437		823,437	(0)	100%
Recreation Fund Net Results:	**-**	**(35,542)**		**(59,695)**	**(29,918)**		**(29,918)**	**29,777**	**50%**
Fund Balance July 1, 2020	**58,144**	**58,144**		**58,144**	**58,144**				
Estimated Fund Balance June 30, 2021	**58,144**	**22,602**		**(1,551)**	**28,226**				
Fund: 212 - Building & Planning									
Revenue Total:	820,700	1,012,700		1,012,700	694,592		694,592	(318,108)	69%
Penison Trust 115 Transfer	64,846	64,846		64,846	-		-	(64,846)	0%
Sources Total	**885,546**	**1,077,546**		**1,077,546**	**694,592**	**-**	**694,592**	**(382,954)**	**64%**
Expenditures Total:	1,311,338	1,503,338		1,503,338	987,604		987,604	515,734	66%
Building & Planning Net Results:	**(425,792)**	**(425,792)**		**(425,792)**	**(293,012)**		**(293,012)**	**132,779**	**69%**
Fund Balance July 1, 2020	**158,389**	**158,389**		**158,389**	**158,389**				
Estimated Fund Balance June 30, 2021	**(267,403)**	**(267,403)**		**(267,403)**	**(134,623)**				
Fund: 213 - Refuse Management Fund									
Revenue Total:	66,060	66,060		66,060	68,675		68,675	2,615	104%
Expenditures Total:	126,417	126,417	107,805	234,222	210,444		210,444	23,778	90%
Refuse Management Fund Net Results:	**(60,357)**	**(60,357)**		**(60,357)**	**(141,770)**		**(141,770)**	**26,392**	**235%**
Fund Balance July 1, 2020	**335,177**	**335,177**		**335,177**	**335,177**				
Estimated Fund Balance June 30, 2021	**274,820**	**274,820**		**274,820**	**193,408**				

City of Pinole, CA

For FY2020-21 Period Ending: 6/30/21

	Original Budget	Current Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used
Fund: 214 - Solid Waste Fund									
Revenue Total:	368,000	368,000		368,000	359,496		359,496	(8,504)	98%
Expenditures Total:	20,000	237,800	45,700	283,500	47,940	210,137	258,077	25,423	91%
Solid Waste Fund Net Results:	**348,000**	**130,200**		**130,200**	**311,557**		**311,557**	**16,919**	**239%**
Fund Balance July 1, 2020	**1,558,131**	**1,558,131**		**1,558,131**	**1,558,131**				
Estimated Fund Balance June 30, 2021	**1,906,131**	**1,688,331**		**1,688,331**	**1,869,688**				
Fund: 215 - Measure C and J Fund									
Revenue Total:	388,000	398,147		398,147	402,575		402,575	4,428	101%
Expenditures Total:	780,598	780,598		780,598	160,603		160,603	619,995	21%
Measure C and J Fund Net Results:	**(392,598)**	**(382,451)**		**(382,451)**	**241,971**		**241,971**	**624,422**	**-63%**
Fund Balance July 1, 2020	**1,821,573**	**1,821,573**		**1,821,573**	**1,821,573**				
Estimated Fund Balance June 30, 2021	**1,428,975**	**1,439,122**		**1,439,122**	**2,063,544**				
Fund: 216 - Rate Stabilization Fund									
Revenue Total:	-	-	184,676	184,676	184,676		184,676	0	0%
Expenditures Total:	-	-		-	-		-	-	0%
Rate Stabilization Fund Net Results:	**-**	**-**		**-**	**184,676**		**184,676**	**0**	**0%**
Fund Balance July 1, 2020	**-**	**-**		**-**	**-**				
Estimated Fund Balance June 30, 2021	**-**	**-**		**-**	**184,676**				
Fund: 225 - Asset Seizure-Adjudicated Fund									
Revenue Total:	-	-		-	538		538	538	0%
Expenditures Total:	-	-		-	-		-	-	0%
Asset Seizure-Adjudicated Fund Net Results:	**0**	**0**		**0**	**538**		**538**	**538**	**0%**
Fund Balance July 1, 2020	**86,562**	**86,562**		**86,562**	**86,562**				
Estimated Fund Balance June 30, 2021	**86,562**	**86,562**		**86,562**	**87,100**				
Fund: 226 - CASp Certification and Training Fund									
Revenue Total:	-	-			6,668		6,668	6,668	0%
Expenditures Total:	-	-			-		-	-	0%
CASp Certification and Training Fund Net Results:	**-**	**-**			**6,668**		**6,668**	**6,668**	**0%**
Fund Balance July 1, 2020	**20,749**	**20,749**		**20,749**	**20,749**				
Estimated Fund Balance June 30, 2021	**20,749**	**20,749**		**20,749**	**27,417**				
Fund: 231 - Littering Fines									
Revenue Total:	-	-			34		34	34	0%
Expenditures Total:	-	-			-		-	-	0%
Littering Fines Fund Net Results:	**-**	**-**			**34**		**34**	**34**	**0%**
Fund Balance July 1, 2020	**2,146**	**2,146**		**2,146**	**2,146**				
Estimated Fund Balance June 30, 2021	**2,146**	**2,146**		**2,146**	**2,180**				
Fund: 275 - Parkland Dedication Fund									
Revenue Total:	-	-		-	16,742		16,742	16,742	0%
Expenditures Total:	-	-		-	-		-	-	0%
Parkland Dedication Fund Net Results:	**-**	**-**		**-**	**16,742**		**16,742**	**16,742**	**0%**
Fund Balance July 1, 2020	**88,070**	**88,070**		**88,070**	**88,070**				
Estimated Fund Balance June 30, 2021	**88,070**	**88,070**		**88,070**	**104,812**				
Fund: 276 - Growth Impact Fund									
Revenue Total:	-	-		-	33,060		33,060	33,060	0%
Expenditures Total:	8,000	8,000		8,000	-		-	8,000	0%
Growth Impact Fund Net Results:	**(8,000)**	**(8,000)**		**(8,000)**	**33,060**		**33,060**	**41,060**	**-413%**
Fund Balance July 1, 2020	**108,925**	**108,925**		**108,925**	**108,925**				
Estimated Fund Balance June 30, 2021	**100,925**	**100,925**		**100,925**	**141,985**				
Fund: 277 - Development Services									
Revenue Total:	-	-		-	478		478	478	0%
Expenditures Total:	-	-		-	-		-	-	0%
Development Services Net Results:	**-**	**-**		**-**	**478**		**478**	**478**	**0%**
Fund Balance July 1, 2020	**(665)**	**(665)**		**(665)**	**(665)**				
Estimated Fund Balance June 30, 2021	**(665)**	**(665)**		**(665)**	**(188)**				

City of Pinole, CA

For FY2020-21 Period Ending: 6/30/21

	Original Budget	Current Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used
Fund: 285 - Housing Land Held for Resale									
Revenue Total:	105,000	1,855,000		1,855,000	68,282		68,282	(1,786,718)	4%
Expenditures Total:	174,903	174,903		174,903	44,092		44,092	130,811	25%
Housing Land Held for Resale Net Results:	**(69,903)**	**1,680,097**		**1,680,097**	**24,190**		**24,190**	**(1,655,907)**	**1%**
Fund Balance July 1, 2020	**7,819,515**	**7,819,515**		**7,819,515**	**7,819,515**				
Estimated Fund Balance June 30, 2021	**7,749,612**	**9,499,612**		**9,499,612**	**7,843,705**				
Fund: 310 - Lighting & Landscape Districts									
Revenue Total:	42,780	42,780	14,584	57,364	57,364		57,364	0	100%
Expenditures Total:	42,780	42,780	10,819	53,599	53,599		53,599	(0)	100%
Lighting & Landscape Districts Net Results:	**-**	**-**		**-**	**3,765**		**3,765**	**(0)**	**0%**
Fund Balance July 1, 2020	**32,188**	**32,188**		**32,188**	**32,188**				
Estimated Fund Balance June 30, 2021	**32,188**	**32,188**		**32,188**	**35,953**				
Fund: 316 - Pinole Valley Park									
Revenue Total:	-	-		-	2		2	2	0%
Expenditures Total:	-	-		-	-		-	-	0%
Pinole Valley Park Net Results:	**-**	**-**		**-**	**2**		**2**	**(2)**	**0%**
Fund Balance July 1, 2020	**(621)**	**(621)**		**(621)**	**(621)**				
Estimated Fund Balance June 30, 2021	**(621)**	**(621)**		**(621)**	**(619)**				
Fund: 317 - Pinole Valley Caretaker Fund									
Revenue Total:	15,000	15,000		15,000	11,250		11,250	(3,750)	75%
Expenditures Total:	14,867	14,867		14,867	11,268		11,268	3,599	76%
Pinole Valley Caretaker Fund Net Results:	**133**	**133**		**133**	**(18)**		**(18)**	**(151)**	**-14%**
Fund Balance July 1, 2020	**(309)**	**(309)**		**(309)**	**(309)**				
Estimated Fund Balance June 30, 2021	**(176)**	**(176)**		**(176)**	**(327)**				
Fund: 324 - Public Facilities Fund									
Expenditures Total:	70,000	70,000		70,000	-		-	70,000	0%
Public Facilities Fund Net Results:	**(70,000)**	**(70,000)**		**(70,000)**	**-**		**-**	**70,000**	**0%**
Fund Balance July 1, 2020	**545,005**	**545,005**		**545,005**	**545,005**				
Estimated Fund Balance June 30, 2021	**475,005**	**475,005**		**475,005**	**545,005**				
Fund: 325 - City Street Improvements									
Revenue Total:	250,000	250,000		250,000	400,419		400,419	150,419	160%
Expenditures Total:	1,779,103	1,335,698		1,335,698	448,469	702,678	1,151,147	184,551	86%
City Street Improvements Net Results:	**(1,529,103)**	**(1,085,698)**		**(1,085,698)**	**(48,050)**	**702,678**	**654,628**	**334,969**	**-60%**
Fund Balance July 1, 2020	**1,294,914**	**1,294,914**		**1,294,914**	**1,294,914**				
Estimated Fund Balance June 30, 2021	**(234,189)**	**209,216**		**209,216**	**1,246,864**				
Fund: 327 - Park Grants (Measure WW)									
Revenue Total:	-	-		-	172		172	172	0%
Expenditures Total:	189,758	189,758		189,758	-		-	189,758	0%
Park Grants (Measure WW) Net Results:	**(189,758)**	**(189,758)**		**(189,758)**	**172**		**172**	**189,930**	**0%**
Fund Balance July 1, 2020	**25,437**	**25,437**		**25,437**	**25,437**				
Estimated Fund Balance June 30, 2021	**(164,321)**	**(164,321)**		**(164,321)**	**25,610**				
Fund: 377 - Arterial Streets Rehabilitation Fund									
Revenue Total:	250,000	250,000		250,000	250,000		250,000	-	100%
Expenditures Total:	796,000	643,281		643,281	236,007	42,205	278,212	365,069	43%
Arterial Streets Rehabilitation Fund Net Results:	**(546,000)**	**(393,281)**		**(393,281)**	**13,993**	**42,205**	**56,198**	**365,069**	**-14%**
Fund Balance July 1, 2020	**774,582**	**774,582**		**774,582**	**774,582**				
Estimated Fund Balance June 30, 2021	**228,582**	**381,301**		**381,301**	**788,574**				
Fund: 500 - Sewer Enterprise Fund									
Revenue Total:	7,648,971	7,828,471		7,828,471	7,536,613		7,536,613	(291,858)	96%
Penison Trust 115 Transfer	79,872	79,872		79,872	-		-	(79,872)	0%
Sources Total	**7,728,843**	**7,908,343**		**7,908,343**	**7,536,613**	**-**	**7,536,613**	**(371,730)**	**95%**
Expenditures Total:	8,232,681	10,251,183		10,251,183	5,701,355	740,707	6,442,062	3,809,122	63%
Sewer Enterprise Fund Net Results:	**(503,839)**	**(2,342,841)**	**-**	**(2,342,841)**	**1,835,258**	**(740,707)**	**1,094,551**	**3,437,392**	**-47%**
Fund Balance July 1, 2020	**19,784,826**	**19,784,826**		**19,784,826**	**19,784,826**				
Estimated Fund Balance June 30, 2021	**19,280,988**	**17,441,986**		**17,441,986**	**21,620,084**				

City of Pinole, CA

For FY2020-21 Period Ending: 6/30/21

	Original Budget	Current Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used
Fund: 503 - Plant Expansion Fund									
Revenue Total:	-	-		-	90,173		90,173	90,173	0%
Expenditures Total:	-	-			635,724		635,724	(635,724)	0%
Plant Expansion Fund Net Results:	**-**	**-**		**-**	**(545,550)**		**(545,550)**	**(545,550)**	**0%**
Fund Balance July 1, 2020	**2,911,107**	**2,911,107**		**2,911,107**	**2,911,107**				
Estimated Fund Balance June 30, 2021	**2,911,107**	**2,911,107**		**2,911,107**	**2,365,557**				
Fund: 505 - Cable Access TV									
Revenue Total:	512,419	324,220		324,220	409,166		409,166	84,946	126%
Penison Trust 115 Transfer	79,872	79,872		79,872	14,729		14,729	(65,143)	18%
Sources Total	**592,291**	**404,092**		**404,092**	**423,895**	**-**	**423,895**	**19,803**	**105%**
Expenditures Total:	539,309	445,606		445,606	391,792		391,792	53,814	88%
Cable Access TV Net Results:	**52,982**	**(41,514)**		**(41,514)**	**32,104**		**32,104**	**73,618**	**-77%**
Fund Balance July 1, 2020	**(35,235)**	**(35,235)**		**(35,235)**	**(35,235)**				
Estimated Fund Balance June 30, 2021	**17,747**	**(76,750)**		**(76,750)**	**(3,132)**				
Fund: 525 - Information Systems									
Expenditures Total:	802,890	802,890		802,890	668,089		668,089	(134,801)	83%
Indirect cost allocations Total:	(802,890)	(802,890)		(802,890)	(668,089)		(668,089)	134,801	83%
Information Systems Net Results:	**0**	**0**			**(0)**		**(0)**	**0**	**0%**
Fund Balance July 1, 2020	**(196,169)**	**(196,169)**		**(196,169)**	**(196,169)**				
Estimated Fund Balance June 30, 2021	**(196,169)**	**(196,169)**		**(196,169)**	**(196,169)**				
Fund: 700 - Pension Fund									
Revenue									
Interest and Investment Income	-	-		-	2,792,382		2,792,382	2,792,382	0%
Revenue Total:	**-**	**-**		**-**	**2,792,382**		**2,792,382**	**2,792,382**	**0%**
Expenditures									
425 - Administrative Expenses	-	-		-	86,587		86,587	(86,587)	0%
Expenditures Total:	**-**	**-**		**-**	**86,587**		**86,587**	**(86,587)**	**0%**
Transfer Out:	1,501,492	1,501,492		1,501,492	1,352,111		1,352,111	149,381	90%
Pension Fund Net Results:	**(1,501,492.0)**	**(1,501,492.0)**		**(1,501,492.0)**	**1,353,684**		**1,353,684**	**2,855,176**	**-90%**
Fund Balance July 1, 2020	**18,088,811**	**18,088,811**		**18,088,811**	**18,088,811**				
Estimated Fund Balance June 30, 2021	**16,587,319**	**16,587,319**		**16,587,319**	**19,442,495**				
Fund: 704 - Asset Seizure-Unadjudicated									
Revenue Total:	-	-		-	168		168	168	0%
Total Expenditures	-	-		-	-		-	-	0%
Asset Seizure-Unadjudicated Net Results:	**-**	**-**		**-**	**168**		**168**	**168**	**0%**
Fund Balance July 1, 2020	**13,350**	**13,350**		**13,350**	**13,350**				
Estimated Fund Balance June 30, 2021	**13,350**	**13,350**		**13,350**	**13,518**				
Fund: 716 - Pinole Public School									
Revenue Total:	-	-		-	12		12	12	0%
Total Expenditures:	-	-		-	-		-	-	0%
Pinole Public School Net Results:	**-**	**-**		**-**	**12**		**12**	**12**	**0%**
Fund Balance July 1, 2020	**1,738**	**1,738**		**1,738**	**1,738**				
Estimated Fund Balance June 30, 2021	**1,738**	**1,738**		**1,738**	**1,750**				
Fund: 723 - Police Evidence Trust									
Revenue Total:	-	-		-	11		11	11	0%
Expenditures Total:	-	-		-	-		-	-	0%
Police Evidence Trust Net Results:	**-**	**-**		**-**	**11**		**11**	**11**	**0%**
Fund Balance July 1, 2020	**189**	**189**		**189**	**189**				
Estimated Fund Balance June 30, 2021	**189**	**189**		**189**	**200**				
Fund: 750 - Recognized Obligation Retirement Fund									
Revenue Total:	250,000	250,000		250,000	6,139,171		6,139,171	5,889,171	2456%
Expenditures Total:	250,000	2,000,000		2,000,000	888,499		888,499	1,111,501	44%
Recognized Obligation Retirement Fund Net Results:	**-**	**(1,750,000)**		**(1,750,000)**	**5,250,672**		**5,250,672**	**7,000,672**	**-300%**
Fund Balance July 1, 2020	**6,289**	**6,289**		**6,289**	**6,289**				
Estimated Fund Balance June 30, 2021	**6,289**	**(1,743,711)**		**(1,743,711)**	**5,256,961**				

Return to Agenda

ATTACHMENT B

RESOLUTION NO. 2021-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING THE CITY BUDGET FOR FISCAL YEAR 2020-21

WHEREAS, the City Council did adopt an Operations Budget for City Operations by Resolution number 2020-58 on June 16, 2020; and

WHEREAS, the City Council did adopt adjustments to the Operations Budget by Resolution number 2020-106 on November 17, 2020; and

WHEREAS, the City Council did adopt adjustments to the Operations Budget by Resolution number 2021-12 on March 2, 2021; and

WHEREAS, the Finance Director has presented proposed recommendations for amendment of the adopted budget for the City of Pinole Operations for Fiscal Year 2020/21 as part of a Quarterly Financial Report at the regular City Council Meeting held on September 21, 2021; and

WHEREAS, the City Council has considered these recommended changes, as to the matter of the City budget; and

WHEREAS, the City Council has solicited public input on the proposed amendments to the 2020/21 City Operations Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole as follows:

Amendments to the budget and program of services for the City of Pinole for Fiscal Year 2020/21 commencing July 1, 2020 and ending June 30, 2021 are hereby approved and adopted, as set forth in Exhibit #1 (herein incorporated).

PASSED AND ADOPTED this 21st day of September 2021**,** by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **21st** day of **September, 2021**.

_____

Heather Iopu, CMC
City Clerk

Return to Agenda

FY 2020/21 Budget Adjustments Exhibit 1

Recreation Fund	
Expenditures	$24,153
Refuse Management Fund	
Expenditures	$107,805
Solid Waste Fund	
Expenditures	$45,700
Rate Stabilization Fund	
Revenues	$184,676
Lighting and Landscape Districts	
Revenues	$14,584
Expenditures	$10,819

Return to Agenda

CITY COUNCIL REPORT

8J

DATE: **SEPTEMBER 21, 2021**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **HECTOR DE LA ROSA, ASSISTANT CITY MANAGER**

SUBJECT: **APPROVE THE FISCAL YEAR 2021-22 SALARY SCHEDULE AND APPROVE THE UPDATED FISCAL YEAR 2017-18 THROUGH FISCAL YEAR 2020-21 SALARY SCHEDULES FOR ALL REPRESENTED AND UNREPRESENTED EMPLOYEE CLASSIFICATIONS IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5 AND RESCINDING ALL PRIOR SALARY SCHEDULES DURING THE SAME PERIOD**

RECOMMENDATION

It is recommended that the City Council adopt resolutions

1. Approving the Fiscal Year 2021-2022 Salary Schedule for all Represented and Unrepresented Employee classifications in conformance with California Code of Regulations, Title 2, Section 570.5, and

2. Approving the Updated Pinole Fiscal Year 2017-18 through Fiscal Year 2020-21 Salary Schedules for all Represented and Unrepresented Employee classifications and rescinding all prior Salary Schedules during the same period.

BACKGROUND

Since 2000, all management and confidential employees have been employed under an Individual Employment Agreement (IEA). The IEA is a contract between the city and the employee, which outlined the terms, conditions, and benefits of employment as well as the employees' salary, reflected as a single fixed amount.

In March 2020, the City Manager, in order to ease administration of over eleven different IEA arrangements between management and confidential employees and the city, commenced the development of a comprehensive Management Compensation Plan (MCP).

The MCP encompasses all of the compensation and benefit components that management and confidential employees are eligible to receive such as hourly wages and/or annual salaries, all fringe benefits, retirement, holidays, leave accruals and educational incentives. The MCP also sought to equalize, to a standard level, the benefits and compensation reflected in the IEA's. Additionally, the minimum-maximum

salary range for each classification in the MCP, complies with Government Code Section 20636(b)(1) and (e)(1). Through the creation of the MCP, the compensation and benefits for management and confidential employees are uniform and highly transparent.

REVIEW AND ANALYSIS

Pursuant to California Code of Regulations 570.5(a)(7), to have available for public inspection no less than five years of salary schedules, the city, as historically performed, is presenting the Council with the salary schedules for approval. Also, included, as attachment B, are the updated salary schedules for the prior four (4) years (FY 2017/2018 to FY 2020/21) which reflect management and confidential employees minimum-maximum salary range as outlined in the MCP.

Fiscal Year 2021-2022 Salary Schedule

Negotiation with AFSCME, Local 1 and IAFF are now concluded and per the approved successor MOU, employees are to receive a 3% cost of living allowance and a 3% equity adjustment in FY 2021-2022. Additionally, on July 1, 2020, the Council approved a two-year MOU with the Pinole Police Employees Association (PPEA), which authorized the same cost of living and equity adjustment as the other represented groups. The City Council also approved a 3% cost of living adjustment for employees covered by the MCP as part of the adoption of the FY 2021-22 operating and capital budget.

The attached FY 2021-2022 salary schedule not only reflects the 3% cost-of-living and 3% equity increase for AFSCME, Local 1, PPEA and IAFF but also includes the 3% cost of living allowance for management and confidential employees. The COLA and equity adjustments are effective on July 5, 2021.

Adoption of the Resolution and Salary Schedules will ensure the city remains in compliant with California Code of Regulations section 570.5 and Government Code Section 20636(b)(1) and (e)(1).

A copy of the city's FY 2021-22 salary schedule will be posted on the city's website.

FISCAL IMPACT

None. The compensations reflected in the salary schedules have been approved in the FY 2021-22 budget or in labor MOUs.

ATTACHMENTS

A Resolution Approving the FY 2021-2022 salary schedule
B Resolution Approving the Update FY 2017-18 through 2020-2021 salary schedules

Return to Agenda

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, APPROVING THE FISCAL YEAR 2021-22 CITY'S SALARY SCHEDULE FOR ALL REPRESENTED AND UNREPRESENTED EMPLOYEE CLASSIFICATIONS IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the California Public Employees' Retirement System (CalPERS) requires that all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5; and

WHEREAS, the City of Pinole complies with the CalPERS reporting requirement through adoption and approval of the Pinole Salary Schedule reflecting compensation levels for all represented and unrepresented employee classifications; and

WHEREAS, any changes to the City's salary schedule will be presented to the City Council for approval: and

WHEREAS, per approved Memorandum of Understandings (MOUs) between the City and AFSCME, Local 1, PPEA, and IAFF, the represented employees are to receive a 3% cost of living allowance and a 3% equity adjustment effective July 5, 2021; and

WHEREAS, the City Council approved a 3% cost of living adjustment for employees covered by the MCP as part of the adoption of the FY 2021-22 operating and capital budget effective July 5, 2021; and

WHEREAS, the salary schedule for the FY 2021-22, which commences July 1, 2021 through June 30, 2022, has been updated to reflect the COLA and Equity adjustments; and

WHEREAS, a copy of the approved City salary schedule will be posted on the City's website.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the FY 2021-22 City salary schedule attached as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 21st day of September, 2021 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of September, 2021.

_____
Heather Iopu, CMC
City Clerk

Return to Agenda

ATTACHMENT B

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, APPROVING THE UPDATED PINOLE FISCAL YEAR 2017-18 THROUGH FISCAL YEAR 2020-21 SALARY SCHEDULES FOR ALL REPRESENTED AND UNREPRESENTED EMPLOYEE CLASSIFICATIONS AND RESCINDING ALL PRIOR SALARY SCHEDULES DURING THE SAME PERIOD

WHEREAS, in March 2020, the City Manager, in order to ease administration of over eleven different IEA arrangements between management and confidential employees and the city, commenced the development of a comprehensive Management Compensation Plan (MCP); and

WHEREAS, the MCP encompasses all of the compensation and benefit components that management and confidential employees are eligible to receive and establishes a minimum-maximum salary range for each classification in the MCP; and

WHEREAS, the city has updated the salary schedules for the prior four (4) years (FY 2017/2018 to FY 2020/21) to reflect the updated salary minimum-maximum range for management and unrepresented employees; and

WHEREAS, adoption of the Resolution and updated salary schedules will ensure continued compliance with California Code of Regulations section 570.5 and Government Code Section 20636(b)(1) and (e)(1).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the updated FY 2017-18 through FY 2021-22 salary schedules, hereunto attached as Exhibit A.

BE IT FURTHER RESOLVED that all prior resolutions approving the City's salary schedules between FY 2017-18 through FY 2021-22 and in conflict with this Resolution are hereby rescinded.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 21st day of September, 2021 by the following vote:

AYES:COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of September, 2021.

_____
Heather Iopu, CMC
City Clerk

Return to Agenda

CITY COUNCIL REPORT

10A

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: JOSEPH BINGAMAN, PUBLIC WORKS MANAGER

SUBJECT: DISCUSS AND PROVIDE DIRECTION ON INSTALLATION OF LIGHTS IN STREET TREES IN OLD TOWN DURING THE WINTER HOLIDAY SEASON

RECOMMENDATION

Staff recommends that City Council discuss and provide direction to staff on the installation of lights in street trees located in Old Town during the winter holiday season.

BACKGROUND

For several years, Pinole businesses had requested that the City install lights in street trees in Old Town during the winter holiday season. In November 2020, Public Works staff installed temporary lights on the trees on San Pablo Avenue and adjacent streets in Old Town as a pilot (locations labelled Phase 1 in Exhibit A, attached). Residents and businesses reacted favorably to the lights and have requested that the City consider installing tree lights each year during the holiday season. The lit street trees, along with the annual holiday tree, created a celebratory atmosphere for Pinole's Old Town. Old Town is considered the area of San Pablo Avenue from Oak Ridge Road to John Street including areas of Quinan Street, Tennent Avenue, Fernandez Avenue, and Pinole Valley Road adjacent to San Pablo Avenue.

REVIEW & ANALYSIS

The lights that were installed in 2020 were of a type that is intended for residential use, not a commercial application. Last year's pilot was adequate for the purpose of demonstrating that installing lights in Old Town trees does create a holiday presence. Even though the pilot was relatively short, many of the light strands used last year will not be able to be reused due to damage they sustained through vandalism and weather. To provide a more robust and durable installation, Public Works will need to purchase commercial style LED light strands in the future.

The majority of street trees in Old Town have functioning electrical outlets in their tree wells. Public Works staff has developed a plan to temporarily reposition the outlets higher

in the tree, to be out of the reach of the public for both safety and to deter vandalism.

Currently a small number of street trees in Old Town do not have electrical outlets in their wells. In 2020, the holiday tree lights that were installed on these trees were energized with solar/battery powered lighting. Public Works staff researched what it would cost to install electrical outlets in these eight tree wells (locations labelled Phase 2 in Exhibit A, attached). The cost to provide the electrical underground service is estimated to be over $100,000. Because of the assumed high cost to install electrical into those trees well locations, staff is still researching the possibilities of installing solar battery packs for lights in those remaining tree locations.

The commercial light strings that Public Works is proposing to install in the trees are sold in segments that allow the flexibility to customize the light installation to each tree. The commercial lights have adapters that allow only the necessary lights needed can be installed. The cost of the commercial light strings for each tree is approximately 30% higher than the residential lights that were installed in the demonstration. The cost of this increase is justifiable because the segments of the commercial light strings allow for easy replacement and repair. Also, the commercial lights have a life expectancy of 100,000 hours. The labor for the installation will encompass the relocation of the outlets and the installation of the lights. The increase labor costs will be approximately 30% higher than the installation of the demonstration.

Monthly costs to energize the lights is estimated to be $30.

NEXT STEP

City staff seeks Council direction on the following regarding tree lights in Old Town:

- Whether to install lights in street trees in Old Town for the 2021 holiday season;
- In what area of Old Town should tree lights be installed;
- During what calendar period should the lights be lit;
- Where on the tree trunk and canopy should the lights be installed; and
- What color or type of light should be installed.

FISCAL IMPACT

Replicating the tree lighting that occurred in 2020 would cost $20,000, including purchasing commercial grade light strings. The City Council could appropriate that funding, by minute order, from the General Fund unassigned fund balance.

ATTACHMENT

Exhibit “A”

Return to Agenda

EXHIBIT A

Return to Agenda

CITY COUNCIL REPORT

11A

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, SR. PROJECT MANAGER

SUBJECT: OVERVIEW OF SENATE BILL (SB) 1383, REGARDING SHORT-LIVED CLIMATE POLLUTANTS

RECOMMENDATION

Staff recommends that the City Council receive a presentation on Senate Bill (SB) 1383 (Lara, Chapter 395, Statues of 2016) and the related regulations promulgated by the California Department of Resources Recycling and Recovery (CalRecycle).

BACKGROUND

In September 2016, Governor Brown signed into law SB 1383 (Lara, Chapter 395, Statues of 2016), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy.

Methane emissions from decomposition of organic waste in landfills are a significant source of greenhouse gas emissions (GHGs) contributing to global climate change. Organic waste includes green waste, wood waste, and food waste, and also includes fibers such as paper and cardboard. A significant portion of California's overall waste stream includes waste that can be readily prevented, recycled, or composted. Furthermore, food waste accounts for up to 18% of total landfill disposal. SB 1383 establishes targets to reduce the statewide disposal of organics by 50% by 2020 and 75% by 2025; and requires that not less than 20% of edible food that is currently disposed be recovered for human consumption by 2025.

Between 2016 and 2020, the California Department of Resources Recycling and Recovery (CalRecycle) worked to develop regulations necessary to achieve the statewide goals of SB 1383. The final rulemaking was completed by CalRecycle on November 3, 2020 and jurisdictions have just over one year to prepare, as many of the regulations go into effect as soon as January 1, 2022.

The regulations do not include jurisdiction-specific targets for organics reduction. Instead, the regulations include separate, specific program requirements for jurisdictions to implement. SB 1383 is the most noteworthy waste reduction mandate to be adopted in California in the last 30 years and expands on the goals of AB 1826: Mandatory Organics Recycling (2014); AB 341: Mandatory Commercial Recycling (2011); and AB 939: Solid Waste Management, Source Reduction, Recycling, Composting, and Market Development (1989).

To meet the requirements of SB 1383, jurisdictions must adopt an ordinance, or similarly enforceable mechanism that is consistent with the regulatory requirements, prior to January 1, 2022. Local jurisdictions must take the following specific actions to reduce SLCP and comply with SB 1383:

- Provide mandatory organic waste collection services to all residents and businesses.
    - Organic waste includes green waste, wood waste, food waste, manure, fibers, etc.
    - The service shall be provided automatically instead of relying on the generator to subscribe.
    - Labeling requirements for new containers or lids provided to generators.
    - Contamination monitoring in curbside collection container.
    - On a case-by-case basis, a jurisdiction may exempt individual businesses from the organic waste recycling requirements.
- Establish an edible food recovery program that recovers edible food from the waste stream.
    - Identify a list of commercial edible food generators that have a location within Pinole.
    - Strengthen the relationships between commercial edible food generators and food recovery organizations within the community, requiring certain food businesses to send the maximum amount of edible food they would otherwise dispose of to recovery organizations.
    - SB 1383 places commercial edible food generators in two tiers (Tier 1 and 2) to allow businesses and jurisdictions time to expand or build new food recovery infrastructure and capacity to donate foods that are harder to safely store and distribute. Tier 1 donors will be required to send surplus food to food organizations starting January 1, 2022.
    - Tier 1 donors include wholesale food vendors, food service providers, food distributors, grocery stores with facilities occupying more than 10,000 sq. ft, and supermarkets with revenue exceeding $2 million. These businesses typically have more produce, fresh grocery, shelf-stable foods to donate.

Tier 2 donors typically have more prepared foods to donate, which often requires more careful handing to meet food safety requirements. Tier 2 donors will be required to send surplus food to food organizations starting January 1, 2024.

  - Implement an enforcement and inspection program to verify that commercial edible food generators have a contract or written agreement for edible food recovery and the generator is maintaining records of their food donation activities.
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and city/county departments.
  - Annual education and outreach to all organic waste generators, commercial edible food generators, and self-haulers about relevant requirements.
  - Provide information on methods for prevention of organic waste generation, recycling organic waste onsite, and sending organic waste to community composting.
  - Education and outreach material should be provided in non-English languages to ensure they are linguistically accessible to residents and businesses.
- Perform capacity planning evaluating the City's readiness to implement SB 1383 regulations.
  - Each department will need to understand how SB 1383 impacts their work. Recordkeeping and reporting requirements extend to all departments in the City.
- Procure recycled organic waste products (i.e., compost, mulch and renewable natural gas, electricity from biomass conversion produced from organic waste, and paper products) at levels to be prescribed by the State annually.
  - Minimum procurement targets are developed based on population. Each jurisdiction can decide what mix of compost, mulch, biomass derived electricity, or renewable gas they want to use to meet the target.
  - Jurisdictions must procure recycled-content paper when it is available at the same price or less then virgin material. Furthermore, paper products must meet FTC recyclability guidelines.
- Monitor compliance and establish enforcement protocols that include a schedule of fines for non-compliant entities.
  - By January 1, 2022, jurisdictions must have an enforcement mechanism or ordinance in place. Enforcement is not required until 2024. An early robust education program will minimize the amount of future enforcement action needed.
- Maintain accurate and timely records of SB 1383 compliance.

- Jurisdictions will be required to maintain an Implementation Record which must be stored in one central location (physical or electronic record).

Starting January 1, 2024, jurisdictions must take action against non-compliant entities. SB 1383 regulations standardize collection container colors across the state which need to be fully implemented by January 1, 2036. Lastly, SB 1383 requires each jurisdiction to comply with the adoption of a Model Water Efficiency Landscape Ordinance (WELO) and CalGreen building code standards. The City already meets these landscape and green building requirements through Pinole Municipal Code Chapters 15.54 and 15.08.

The California Integrated Waste Management Act of 1989 (AB 939, California Public Resources Code Section 40000 et seq.) declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste management within their jurisdictions. On August 18, 1986, the City of Pinole entered into a Franchise Agreement with Republic Services (formerly known as Richmond Sanitary Service) offering Republic Services exclusive right and privilege to collect and dispose of all solid waste in the City through June 30, 2025. The Pinole Municipal Code requires every owner of any occupied premises in the City to subscribe to and pay for the solid waste collection service. Republic Services collects rates and fees, which are approved by the City, for this service.

The City of Pinole is a Member Agency of the West Contra Costa Integrated Waste Management Authority (WCCIWMA), a regional joint powers agency, created by the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo and Contra Costa County. WCCIWMA is also referred to as “RecycleMore” and was established in response to AB 939, which mandated a 50% reduction in trash by the year 2000. AB 939 also required the creation of a plan to reduce waste and a good faith effort to implement the approved plan or to take other actions to achieve the State mandated reduction in waste. RecycleMore is responsible for implementation of AB 939 programs and for providing post-collection processing services (disposal, recyclables processing, composting, and management of household hazardous waste) for the waste stream governed under the franchise agreements administered by member agencies with Republic Services.

Currently, RecycleMore operates certain programs on behalf of its member agencies including educating businesses and residents regarding recycling, composting, and other methods of waste diversion, and conducting, preparing, and submitting all monitoring and reporting to CalRecycle pursuant to the Integrated Waste Management Act.

REVIEW & ANALYSIS

Since the adoption of SB 1383 regulations, City staff has been working with RecycleMore, CalRecycle, and Republic Services to determine roles and responsibilities. RecycleMore prepared a SB 1383 Preparedness Report on behalf of its member agencies (Attachment A). The report analyzes current programs and provides recommendations for effective implementation strategies and record-keeping activities to monitor compliance with state mandates. The report is supplemented by an informational chart which breaks out each jurisdictional responsibility in broad categories (Attachment B).

RecycleMore is creating a draft agreement between itself, its Member Cities, and Republic Services that will specify each party's responsibilities. The draft agreement will be presented to the RecycleMore board for approval in October 2021, after which it will be presented to the Member Agencies for consideration and adoption. The proposed division of responsibilities is summarized in Attachment C.

The most important aspects of the draft agreement are listed below, with a brief description of each and referenced with Attachment C.

Recyclemore Responsibilities

Edible Food Recovery Programs

- RecycleMore is working with the County and other Waste Authorities to create a regional edible food recovery network.

Education & Outreach

- RecycleMore website will have a section devoted to SB 1383.
- Republic Services and RecycleMore are coordinating mailings to the commercial sector that complies with SB 1826 and SB 1383 outreach markets.

Organic Waste Capacity and Diversion Planning

- RecycleMore is working with the County to monitor and report to the state as needed on the region's organic capacity.
- The current Post-Collection agreement ends in 2025, and member agencies will need to provide direction to ensure long-term organic capacity is procured.

Complaints and Waivers

- RecycleMore will work with member agencies and contractors to handle complaints in a manner compliant with SB 1383.

- RecycleMore will work with Republic Services and member agencies to identify generators that are eligible

Inspections/Monitoring/Enforcement

- RecycleMore will work with member agencies and contractors to monitor and inspect accounts in a manner compliant with SB 1383.
- The draft agreement details how RecycleMore (and/or member agencies) will issue citations for violations, and that member agencies will be responsible for collecting the penalty fees.

Reporting and Record-Keeping

- RecycleMore in collaboration with member agencies and their contracted haulers, will maintain records for the jurisdiction mandated by SB 1383 and CalRecycle, and will submit reports to the state as required.

Member Agency Responsibilities

Enforcement

- Member agencies will be responsible for accepting Notice of Violations from RecycleMore and accepting the payments from non-compliant violators.

Procurement

- Member agencies are responsible for meeting the procurement goals set out in SB 1383.

County Responsibilities

Inspections

- The County may have responsibilities for inspecting the edible food generators under the tier system in SB 1383.

Next Steps for Implementation of SB 1383 Regulations

Adopt enforceable mechanism. Staff recommends amending Chapter 8.08 “Solid Waste” of the Municipal Code to create a singular yet comprehensive location in the Pinole Municipal Code for storage, disposal, subscription, transport, payment, and enforcement methods of all solid waste types including state-mandated provisions exclusively relating to recyclable materials. Staff will return to City Council in October and November 2021 for the first reading and second reading of the proposed amendments

related to implementation of SB 1383. Furthermore, Staff recommends the Council consider entering into a distinct MOU with RecycleMore to designate certain roles and responsibilities to RecycleMore pertaining to SB 1383. In addition, to implementing various provisions of SB 1383, it may be necessary to amend the franchise agreement with Republic Services.

Update Procurement Policy. The City's procurement policy needs to be updated to include the annual procurement of recovered organic waste products (e.g., compost, mulch, renewable gas, etc.). In addition, the City will be required to purchase paper products which contain at least 30% recycled content. Staff will also need to document and provide ongoing verification of reporting of purchases for SB 1383 compliance.

Over the next several months, staff will continue to work to meet the provisions of SB 1383 within prescribed deadlines. This work will include review of the draft ordinance and policy documents, meetings with the solid waste contractor and RecycleMore to refine compliance responsibilities, establishment of enforcement procedures, and steps to meet the procurement target of recovered organic waste products. Several responsibilities will continue after the initial January 1, 2022, deadline.

SB619. SB 1383 requires jurisdictions to impose requirements on generators or other relevant entities within their jurisdiction and authorizes local jurisdictions to impose penalties on generators for noncompliance, and to include penalties to be imposed by CalRecycle for noncompliance.

Earlier this year, with the support of many cities, California State legislators introduced SB 619, which allows a local jurisdiction that has faced continuing violations of noncompliance with SB 1383 during the 2022 calendar year to request that CalRecycle waive administrative civil penalties for the jurisdiction if the jurisdiction implements a remedy plan. The bill essentially extends the timeline on which cities would be required to implement SB 1383's requirements. This bill has been approved by both houses of the State legislature and is now on the Governor's desk for consideration and possible signature.

FISCAL IMPACT

There is no financial impact associated with this staff report. However, SB 1383 is an unfunded mandate which will ultimately impact property owners, tenants, multifamily residences, commercial entities, and public entities within the City. Budgetary planning will be necessary to address implementation of programmatic activities (i.e., enforcement, inspections, outreach, collection) associated with implementation of SB 1383. Staff time

and activities associated with implementation of SB 1383 may be managed and financed through the Solid Waste Fund, however due to uncertainties in implementation of costs, it may be necessary to consider an SB 1383 implementation fee.

Furthermore, failure by a local jurisdiction to enact and undertake all SB 1383 responsibilities will result in it being non-compliant and thus subject to fines of up to $10,000 per day. While the State has suggested that 2022 and 2023 will be non-adversarial years, where the State will only provide guidance and technical assistance, the regulations do not preclude fines during the established “grace” period.

ATTACHMENT

A. SB 1383 Preparedness Report
B. SB 1383 Responsibility Matrix
C. Draft SB 1383 Performance Responsibility Recommended Work Plan

Return to Agenda

ATTACHMENT A

FINAL REPORT

SB 1383 Preparedness

Submitted electronically on March 17, 2020

recyclemore

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Return to Agenda

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LTING GROUP, INC.
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March 17, 2020

Mr. Andy Schneider
Program Manager, West Contra Costa Waste Management Authority
3220 Blume Drive - Suite 198
Richmond, CA 94806

Subject: Final Report – SB 1383 Preparedness

Dear Mr. Schneider,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached draft report for the West Contra Costa Waste Management Authority (RecycleMore) on Senate Bill (SB) 1383 Preparedness. The R3 project team consists of R3 staff as well as sub-contractors Susan Blachman and Marie Mourad, in partnership with Abbe & Associates, for edible food recovery program findings and recommendations, and SCS Engineers, to assess organics processing capacity.

The objectives of the project were to:

- Analyze current programs;
- Plan for future organics processing capacity;
- Recommend most-effective implementation approaches for state mandates;
- Recommend record-keeping activities for effectiveness monitoring; and
- Develop and conduct presentations to the Board and local agency representatives.

The attached Draft Report contains our findings and recommendations from this initial preparedness planning exercise. The report is constructed with separate sections addressing the following topic areas:

- Public Outreach and Education
- Inspection and Enforcement
- Purchasing Policy
- Edible Food Recovery Program

Record-keeping recommendations and relevant municipal code requirements are addressed in each of these topic area sections. Please note that the organics processing capacity analysis is provided in a separate memorandum.

Return to Agenda

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We appreciate the opportunity to be of service to RecycleMore. Should you have any questions regarding our report or need any additional information, please don't hesitate to reach out directly.

Sincerely,

Rose Radford | *Project Manager*
R3 Consulting Group, Inc.
415.347.9536 | rradford@r3cgi.com

Return to Agenda

TABLE OF CONTENTS

1. Executive Summary

page 1

2. Analysis and Recommendations (Topic Areas)

Public Outreach and Education 3
Inspection and Enforcement 9
Purchasing Policy 13
Edible Food Recovery 26

3. Next Steps

page 37

Attachments

1. Summary SB 1383 Matrix
2. SB1383 Edible Food Generators and Contacts
3. Food Recovery Organizations

Return to Agenda

TABLE OF CONTENTS

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Return to Agenda

1. EXECUTIVE SUMMARY

Background

RecycleMore has engaged R3 Consulting Group (R3) to provide an assessment of the current compliance status and provide a pathway towards compliance with SB 1383. The following report describes and outlines the current compliance activities taken by RecycleMore, its member agencies, and Republic Services (Republic) under RecycleMore's post-collection agreement (Agreement) with Republic as well as each member agency's franchise agreement with Republic.

SB 1383, or Short-Lived Climate Pollutants: Organic Waste Methane Emissions Reductions, establishes methane emissions reduction targets and grants CalRecycle the authority to pass regulations to achieve those targets. The law is an unfunded state mandate which passes responsibility for achieving the targets to local agencies.

This new state law has the immediate goal of reducing organic waste sent to landfill and the ultimate objective of reaching statewide methane emissions reduction targets. Specifically, it sets a statewide goal for the reduction in organic waste to landfills – 50% by 2020 and 75% by 2025 – in addition to the recovery of 20% of edible food waste for human consumption. SB 1383 will require local governments to provide organics collection to all generators, and all generators to subscribe. It also has specific mandates for container systems, education and outreach programs, monitoring and contamination reporting, and enforcement of regulations. Full SB 1383 implementation will begin at the beginning 2022, which means there is some time for jurisdictions to plan and prepare for achieving compliance.

RecycleMore is a Joint Powers Authority (JPA) that is responsible for legislative compliance on behalf of its member agencies; and holds a post-collection agreement with Republic Services, Inc. (Republic) that addresses material handling for garbage, recycling, and organics after collection is complete. Five member agencies hold exclusive franchise agreements with Republic. El Cerrito holds an exclusive franchise agreement for residential service with East Bay Sanitary (EBS), a small waste hauler that only serves that city. El Cerrito also has unique post-collection arrangements and a slightly different staffing configuration than the other member agencies. Richmond accounts for a large portion of the tonnage collected by all member agencies. The County is also a member of another JPA, and has some territory that is not related to either of the two JPAs it participates in.

The JPA is funded via a surcharge passed on to post-collection rates paid at the post-collection facility, Golden Bear Transfer Station and associated sites, which are owned and operated by Republic. The surcharge is assessed on an annual basis depending upon JPA revenue needs. The JPA holds a post-collection agreement and has established a Cooperative Agreement with the organics processing facility utilized by JPA member agencies which requires certain performance standards to be met.

CalRecycle will begin enforcement actions on jurisdictions and other entities for lack of compliance with SB 1383 starting on January 1, 2022. RecycleMore is already responsible for some state compliance activities on behalf of its member agencies, and the JEPA anticipates possible increases in state requirements. RecycleMore's member agencies would benefit from a consolidated regional approach to addressing SB 1383 requirements, and may request that RecycleMore fulfill the requirements of the law. However, there are some requirements that would be most efficiently completed by the RecycleMore member agencies and not RecycleMore itself. As a part of this analysis report, R3 has provided an initial recommendation on which party should be responsible for implementing the largest requirements of the law

(RecycleMore, member agencies, or Republic/EBS); a final determination on responsible party should be made in collaboration with member agencies and Republic/EBS, and formalized via an instrument such as a Memorandum of Understanding (MOU) and/or franchise agreement or post-collection agreement amendment.

The following report is supplemented by an informational chart (Attachment 1) that breaks out each jurisdictional responsibility in broad categories; more detail on these requirements can be found in the report below. Attachment 1 is provided as a tool for use by RecycleMore and its Member Agencies in moving the next steps of SB 1383 planning forward; once designation of responsibilities is complete, the responsible party will need to develop more detailed implementation plans for each requirement. R3 is available to assist RecycleMore and its member agencies in implementation stages, which are scheduled for calendar year 2021.

2. SUMMARY OF FINDINGS

Public Outreach and Education

Summary and Methodology

SB 1383 requires jurisdictions to substantially increase their outreach and educational activities, although it does allow for multi-media outreach including online resources. Republic and EBS currently have a robust outreach and education program, mostly dictated by the requirements of the post-collection agreement, but some adjustments to the collateral will be needed to align with what is covered under the law.

R3 has compiled a list of the public outreach and education requirements included in SB 1383 and compared these requirements to those required in the post-collection agreement. The post-collection agreement has been evaluated to determine if the submitted plans and outreach/educational materials are complaint and meet the public outreach and education requirements of SB 1383.

The purpose of public outreach and education is to inform the residential and commercial customers of the available services provided by the post-collection agreement, and to advise Republic's customers on how to recycle, compost, divert reusable materials, and reduce overall waste. An effective public outreach and education program will increase diversion from landfill disposal and help ensure that the City remains in compliance with other state laws, including AB 939, AB 341, and AB 1826, and AB 827.

In order to achieve the legislative requirements, RecycleMore's member agencies will need to do the following:

1. **Education and Outreach Mediums:** All outreach and education to be conducted through online and/or printed media annually that meet SB 1383 requirements (covered generators, edible food covered generators, and update RecycleMore). Currently, the only mandatory recycling requirements mentioned is AB 341.

   In summary, SB 1383 requires the following outreach and education materials to be provided **at least annually**. It is recommended that this information also be posted on RecycleMore and member agencies' websites:

   - Information on organic waste generator requirements to properly separate materials in appropriate containers and provide labeling and education to employees and tenants on the requirements;
   - Methods for prevention of organic waste and recycling organic waste on site;
   - Community composting and any other local requirements;
   - Information on methane reduction benefits;
   - List of approved haulers and how to recycle;
   - Public health and safety and environmental impacts;
   - Information for edible food recovery programs;
   - Details about the edible food recovery program;

- Information for commercial edible food generators on the requirement to donate, food organizations and services operating within the jurisdiction, and how commercial edible food generators can source reduce; and
- Where a list of all services provided by each member agency and Republic can be found.

R3 recommends the following:

- RecycleMore request that Republic adjust its website and quarterly newsletters to ensure that SB 1383 is met; and
- In future years, RecycleMore may amend Exhibit 4.1.9 of the Agreement to include specific language and education and outreach targets that Republic should meet in relation to meeting SB 1383 requirements (see above in education and outreach mediums) through utilizing current outlets such as quarterly newsletters, newspaper ads, bill inserts, starter kits, and on-site visits.

2. **Self-Haul Outreach and Education:** Current regulations do not require ongoing reporting by self-haulers to the jurisdiction but does require self-haulers to maintain records in the form of weight tickets. R3 recommends that a time limit on record retention such as 24 months should be applied to such generators via municipal code. This task should include educational collateral on self-hauler requirements requiring delivery to processing facilities and not use organics as Alternative Daily Cover (ADC). In order to be compliant, each member agency will need to implement the following:

- **Regulation and Enforcement for Retail Back-Haulers** – Retail back-haulers that have not subscribed to organics collection service (such as Safeway and CVS) should be easily identified via the waiver and exemption process described in the Inspection and Enforcement section. Such generators will be covered under the municipal code update and will be inspected every 5 years as required by SB 1383.
- **Regulation and Enforcement for Landscapers** – Municipal codes should be updated to regulate landscapers.

R3 recommends the following:

- Republic can assist with the self-haul outreach and education through establishing specific language and outreach collateral approved by RecycleMore and member agencies;
- RecycleMore can seek authority to verify and approve self-hauling (and exemption) forms for the member agencies;
- One self-haul/exemption procedure should be developed consistent throughout each member agency to streamline pathway towards compliance; and
- Each member agency should update their municipal codes to reflect self-haul requirements.

3. **Hauler Requirements:** Inform haulers operating in each member agency's jurisdiction of the requirement to deliver organic materials to a diversion facility, and to identify the facilities to which they will transport organic waste.
4. **Edible Food Recovery Outreach and Education:** Develop appropriate education and outreach collateral for edible food recovery requirements of SB 1383. R3 recommends the following:
    - Republic to provide edible food recovery outreach and education collateral, such as brochures, and disseminate information via campaigns and newsletters which is to be completed in collaboration with RecycleMore, member agencies and Contra Costa County.
5. **Cascadia Consulting Group:** Republic has a contract with Cascadia Consulting Services (Cascadia) to assist with performing up to 2,500 visual audits and on-site visits of commercial customers. R3 recommends the following:
    - RecycleMore and Republic to discuss Cascadia's current contract and review the potential to assist with implementation of SB 1383 through amending the current scope of work to include contamination monitoring (see inspection and enforcement section of this report), site visits consistent with SB 1383 requirements, and additional technical assistance, as needed.
6. **Recycling Coordinators:** Through the post-collection agreement, Republic is required to hire two (2) recycling coordinators to assist with implementation of Exhibit 4.1.9 public education and outreach. After reviewing the data supplied by RecycleMore, R3 has determined that 1,133 new commercial businesses and 1,380 multifamily dwellings will be required to be phased into the organics program beginning January 1, 2022. In addition, R3 determined that there are 50,934 residential customers that are being serviced. Of these 50,934 residential customers, 49,059 are receiving organics collection service leaving 1,875 without organics collection service.
    - R3 understands that the recycling coordinators are responsible for overseeing the outreach and education portion of the contract and as such will be tasked with the outreach and education associated with phasing in the new commercial, multifamily, and residential customers into the organics program. To that end, R3 suggests that Republic consider hiring a third recycling coordinator to assist with the implementation and onboarding of new customers into the program.

Findings

R3 compared the public outreach and education requirements listed in the post-collection agreement against public education and outreach language in SB 1383. It should be noted that most of the requirements of SB 1383 (and all of the outreach and education requirements) fall on the jurisdictions and not the contracted haulers. However, the post-collection agreement between RecycleMore and Republic assigns the majority of the Public Education and Outreach responsibilities on Republic.

The public outreach and education exhibit outlined in the post-collection agreement is divided into separate plans for residential customers, multifamily dwellings, commercial customers, and schools. R3 has reviewed the materials that are being provided by Republic (below) and has compiled a list of the outreach and educational collateral that may need to be adjusted to meet SB 1383 requirements:

- Winter, fall, spring, and summer commercial newsletters covering mandatory state recycling laws and other services provided by Republic;
- Residential, multifamily, and commercial recycling and organics recycling guide;
- Signage for organics containers for use by businesses and multifamily; and
- School recycling presentation on recycling.

In the post-collection agreement, Republic is required to hire two (2) recycling coordinators to fulfill duties illustrated in Exhibit 4.1.9 (Public Education and Outreach). Specific educational and outreach priorities and campaigns to be performed by the recycling coordinators are to be defined cooperatively between Republic, the recycling coordinators, and the JPA with input from member agencies. These priorities and campaigns shall be documented by the Recycling Coordinator in an annual education and outreach plan, including identifiable and measurable goals, to be presented to the JPA. R3 recommends that RecycleMore request that Republic submit an annual education and outreach plan to meet the requirements of SB 1383, and review it for alignment with the recommendations provided herein.

Based on our initial review of the post-collection agreement, RecycleMore and its member agencies broadly meet most of the education and outreach requirements of SB 1383. R3 has identified that some adjustments to outreach and education should be made to meet full compliance with the SB 1383 public education and outreach requirements. These adjustments are listed in the next section of this report, below.

Recommendations

Education and Outreach Mediums

Republic currently provides outreach in the form of bill inserts, newsletters, digital ads, presentations, and on-site technical assistance to all residential, multifamily, and commercial customers regarding available programs, proper practices to source separate recyclable and organic materials, mandatory state laws, and special services. Prior to February 1, 2022 and annually thereafter, a jurisdiction shall provide the following information to organic waste generators to meet the listed requirements of Sections 18985.1 and 18985.2:

1. Information on the requirement to properly separate materials in appropriate containers, methods for prevention of organic waste, recycling organic waste on site, community composting and any other local requirements;
2. Information related to the public health and safety and environmental impacts;
3. Self-hauler educational information on law's requirement to deliver organics to diversion and not disposal;
4. Educational materials to a non-English language spoken by a substantial number of the public consistent with Section 7295 of California Government Code, Title 1, Division 7 (should be evaluated by City staff);

5. Annually provide commercial edible food generators with information on the jurisdiction's program, information on requirements, organizations and services, and benefits; and information regarding programs for the donation of edible food (which is covered the Edible Food Recovery section of this report);

R3 recommends that RecycleMore distribute the information above for each medium in use currently:

- Amend language on outreach materials to include information on AB 827 and SB 1383.
- Continue to send out specific mailers to all covered generators who fall under AB 341 and AB 1826. Prepare to include language for covered generators to meet the requirements of AB 827 and SB 1383 for all member agencies including those customers currently subscribed to recycling and organics service.
- Dedicate attention and resources to online outreach. All public outreach materials, especially accepted material lists and information about the mandatory legislative requirements to subscribe or self-haul organics, should be posted on each member agency's website. Forms for exemptions and self-haul activities should also be posted.
- Review responsibilities of Republic's recycling coordinators to determine if it will be necessary to hire additional staff to manage the implementation and oversight of newly implemented programs, monitoring and reporting, and education and outreach requirements.

Self-Haulers

SB 1383 introduces requirements on all haulers, which includes both franchised and non-franchised haulers, back-haulers such as large grocery and retail stores, and self-haulers. All entities hauling waste are required to divert organic waste from landfill (meaning that green waste can't be used as Alternative Daily Cover). Self-haul in the residential sector and construction and demolition debris hauling are the only exception to that requirement, although R3 recommends that RecycleMore seek clarification from CalRecycle on whether this requirement applies to businesses such as landscapers hauling waste from residential properties.

Each member agency will be required to enforce regulations on self-haulers of organic waste via amendments to its municipal code and enforcement action by staff. The City may disallow self-haul of organic waste, reducing oversight needs but requiring changes to businesses allowed to operate in the City.

R3 recommends that RecycleMore confirm with member agencies that RecycleMore should retain the authority to approve and/or deny self-haul registration forms and/or exemptions.

Haulers

Each member agency should identify the haulers operating in each member agency's jurisdiction, inform them of the requirement to deliver organic materials to a diversion facility, and gather information about which facilities they use to transport organic waste. R3 understands that in most or all cases, member agencies have exclusive agreements with Republic services that includes debris box/construction and demolition debris (C&D) as well. To fully meet the requirement, for only those agencies that do not have exclusive hauling rights to

all material streams, agencies should gather a reporting form from all haulers active in the region that identifies what facility they use for all material streams – garbage, C&D, and organic waste.

Edible Food Recovery

SB 1383 requires the following outreach and education materials to be provided at least one time prior to February 1, 2022:

- A list of food recovery organizations and food recovery services operating within the jurisdiction and maintain the list on the jurisdiction's website. The list shall include: Name, address, contact information, collection area, and an indication of types of food the food recovery service or organization can accept for recovery.

R3 has provided this list to RecycleMore as Attachment 3 to this report.

Linguistic Accessibility

SB 1383 requires jurisdictions to provide linguistically accessible information to its non-English speaking residents if any member agency currently considers themselves subject to Section 7295 of California Government Code, Title 1, Division 7.

According to the post-collection agreement, Republic is required to conduct all public education and outreach activities in a manner that provides for education and outreach in the predominant secondary language in the Authority's service area. Based on R3's evaluation we have determined that the current outreach and education materials provided in Spanish meets the SB 1383 linguistic accessibility requirements.

Reporting to CalRecycle

All public outreach and education materials distributed by Republic/EBS, member agencies, and RecycleMore should be prepared and ready to be provided to CalRecycle during annual reporting.

Inspection and Enforcement

This report section is formatted with a summary of each inspection and enforcement requirement, a description of compliance pathways, and a recommendation for each requirement.

Generator Organic Waste Diversion Requirements

SB 1383 requires all generators in each jurisdiction that produce organics, including food waste, as a part of their waste stream to divert that material by subscribing to organics collection service, or self-hauling to qualifying facilities. Some limited exemptions for space or low generation are allowed.

By January 1, 2022, jurisdictions will be required to complete a compliance review of their solid waste generators, and compliance reviews are required annually thereafter. This compliance review covers generators (i.e., primarily, businesses that subscribe to solid waste service) that generate more than two cubic yards of solid waste (garbage, recycling, and organics) per week.

This is similar to the compliance reviews for AB 341 and 1826 which RecycleMore currently conducts, with the assistance of the franchised haulers (Republic and East Bay Sanitary, or EBS), on behalf of its member agencies. Compliance will primarily be measured by generators that are covered and compliant (i.e., generate more than two cubic yards of solid waste per week and have organics service), although there are some other requirements that also require ongoing compliance enforcement. A full list of requirements is provided in the sub-section below.

Beginning January 1, 2022 and until December 31, 2023, jurisdictions are required to provide educational materials to generators describing the requirements of SB 1383 in response to violations. Beginning January 1, 2024, jurisdictions, or a designated enforcement body, are required to assess penalties on all non-compliant generators annually. Jurisdictions are also required to investigate complaints of non-compliance by members of the public or other entities.

Other Generator Requirements

Additional penalties are required to be assessed by jurisdictions on generators to address requirements other than to subscribe to organics service. Penalty levels are differentiated by first, second, and third/subsequent violations and range from $50-500 per violation. These requirements may include:

- Failure to deliver material to a high diversion organic waste processing facility (for haulers and self-haulers, including back-haulers such as supermarkets);
- Reporting requirements for haulers and edible food recovery organizations;
- Failure to arrange for edible food recovery or intentionally spoiling recoverable edible food;
- Failure to properly sort material into garbage and organics containers;
- Failure to provide adequate numbers, size, and location of containers as well as signage for proper sorting on-site (this includes front-of-house for restaurants and other businesses that provide waste receptacles for use by patrons);

- Failure to provide information to employees, contractors, tenants, and customers annually, for businesses and multi-family dwellings; and
- Failure to provide access to enforcement staff.

These penalties are required to be assessed beginning January 1, 2024.

Exemptions and Waivers

While the vast majority of solid waste account holders in a jurisdiction will be covered under the requirements of SB 1383, some waivers exist for generators. RecycleMore has previously developed a similar form for AB 1826 exemptions. This form will need to be modified to align with the approved waiver requirements of SB 1383. Acceptable waiver rationales under SB 1383 are as follows:

- The commercial business' total solid waste collection service is two cubic yards or more per week and organic waste comprises less than 20 gallons per week of the business' total waste;
- The commercial business' total solid waste collection service is less than two cubic yards per week and organic waste comprises less than 10 gallons per week of the business' total waste; or
- The commercial business' on-site enclosure capacity does not provide sufficient space for additional containers or three-container streams.

R3 suggests including other common-sense waiver rationales in the form, below:

- Insufficient space in multifamily complexes or businesses to provide organic material recycling containers, and infeasible to share;
- Generation by the business of less than a certain amount of organic waste per week based on total solid waste generation;
- Special district, local public agency, or the State of California (these entities may be subscribed to franchised waste service, but not under RecycleMore or its member agencies' jurisdiction);
- Using shared container for organics diversion; and
- Extraordinary and unforeseen events (limited-term exemptions).

Approved waivers should be signed and certified by the business as well as confirmed by via a site visit. Jurisdictions should document exemptions and waivers with photos from the site visit. Every five years from the date of issuance of the exemption, jurisdictions are required to verify the previous reported exemption (physical space or de minimis) through another on-site inspection.

Potential Compliance Configurations

Currently, RecycleMore provides a similar service required under SB 1383 for organics subscription as a part of AB 1826 compliance activities and reporting, although RecycleMore does not currently assess penalties on non-compliant generators. However, RecycleMore would likely need additional staffing to meet the requirements of organics subscription monitoring and reporting activities. RecycleMore does gain efficiencies by working with all generators in the

service area across jurisdictions rather than if enforcement was separated. However, jurisdictions could take on these requirements themselves, and assess the need separately for additional staffing. Haulers are also capable of completing inspection activities (but not the assessment of penalties). R3 recommends that some oversight and coordination occur between the haulers and the enforcement entity – i.e., haulers can and should report non-compliant businesses to the enforcement entity for the assessment of the required penalties.

R3 recommends that RecycleMore takes responsibility for identification, inspection, and enforcement including the assessment of penalties on generators not diverting organic waste via an Agencywide ordinance, with the ability for each member agencyMember Agency to veto penalties within their jurisdiction, and the option for each member agency to "opt out" and provide for their own enforcement.

Contamination Minimization Requirements

Section 18995.1 of SB 1383 requires, among other things, that a jurisdiction must have an inspection and enforcement program for container contamination minimization. Both residential and commercial collection services within RecycleMore's service area utilize a 3-container system, and for purposes of this memorandum, we have assumed that this each jurisdiction will continue to provide 3-container residential and commercial collection services.

For a 3-container system, jurisdictions will have to implement one of the two following options beginning April 1, 2022:

1. Perform waste evaluations consistent to verify commercial businesses and residential generators compliance with organic waste generator requirements; or
2. Conduct annual route reviews of commercial businesses and residential generators for compliance with organic waste generator requirements and container contamination requirements.

Jurisdictions can pursue a performance-based source-separated collection system to monitor containers through waste evaluations. The advantage of a performance-based source-separation system is that jurisdictions that implement such systems are not subject to certain SB 1383 compliance requirements, including but not limited to, container labeling requirements and certain recordkeeping and public education and outreach requirements. To qualify for a performance-based source-separated collection system jurisdictions must meet the standard that "…the presence of organic waste in the gray container collection system does not exceed an annual average of 25 percent by weight", which in R3's experience is a nearly impossible standard to meet. This is monitoring process would be done at a post-collection facility, such as Golden Bear Transfer Station. If the performance-based source-separation system requirements are not met, jurisdictions would still need to conduct the waste evaluations. Republic and EBS can and should provide an initial assessment via protocol-compliant waste characterizations prior to amendment negotiations, if negotiations will occur.

The other option is to perform annual route reviews in which jurisdictions, or a designated party, must randomly inspect a representative portion of customers on every route for organic waste contamination on and notice generators with if contamination is observed. While this option does not qualify jurisdictions to not have to meet some of SB 1383's requirements (as stated above), R3 believes this option is more cost effective for RecycleMore's jurisdictions.

Potential Compliance Configurations

The responsible party for these requirements depends on which option jurisdictions and RecycleMore decide to pursue. If waste evaluations are preferred, jurisdictions would need to coordinate with Republic to dedicate a specific area at a transfer station to conduct the waste evaluations. Evaluations should be completed by the hauler or its contractor.

If the annual route reviews are the preferred pathway, the haulers, jurisdiction staff, authority staff, and/or a consultant could conduct this work. While this pathway does not allow for the possibility of waived requirements, it does not require a specific physical space and can be done by many different parties.

R3 recommends that RecycleMore take on the responsibility of completing container contamination minimization via route audits by contracting with a third party, with the option for each member agency to “opt out” and complete their own route audits by negotiating with their hauler, contracting with a third party, or dedicating JPA staff to the audits.

Edible Food Recovery Requirements

Beginning January 1, 2022, jurisdictions will be required to conduct inspections of Tier One commercial edible food generators and food recovery organizations and services to confirm that they are meeting the requirements of the law (please see separate Edible Food Recovery analysis). Tier Two commercial edible food generators inspections are required beginning January 1, 2024. Additionally, penalties must be assessed by jurisdictions on edible food generators for:

- Failure to arrange to recover i.e. donate edible food (Tier One by January 1, 2022 and Tier Two by January 1, 2024);
- Intentional spoilage of edible food; and/or
- Failure to maintain records as required.

Potential Compliance Configurations

R3 recommends that member agencies look to partner with Contra Costa County Environmental Health Department to help enforce SB 1383 requirements, including inspecting commercial food generators for compliance with 1383 regulations. Environmental Health already visits all the Tier One and Tier Two generators, which make the department one of the best candidates to enforce on behalf of jurisdictions. Non-compliant edible food generators may be assessed the applicable penalty by Environmental Health staff, or report the violation to enforcement staff of each member agency. If the County is unable or unwilling to provide this service, member agencies should find ways to implement these requirements on a regional basis through RecycleMore or a separate partnership as food recovery efforts tend to be regionally organized rather than on a city by city basis.

Reporting and Documentation

Jurisdictions are required to report activities for the previously discussed requirements, including organics subscription, exemptions and waivers, route reviews, and edible food recovery efforts, to CalRecycle annually. Reporting includes:

1. Copies of all documentation of route reviews, compliance reviews, and inspections;
   a. Includes identifying information, inspection date, person who conducted action, findings, and evidence of findings (i.e., photos);
   b. Route reviews must have a description of the locations of the reviews and addresses where prohibited container contaminants were found;
2. Copies of all enforcement actions, including Notices of Violation and penalty orders;
3. A list of the date(s) that the jurisdiction determined an entity complied with a Notice of Violation and the evidence that supports that compliance determination; and
4. Copies of notices and educational material provided to generators.

Documentation of SB 1383 related activities are required to be reported October 1, 2022 and August 1 annually thereafter.

Potential Compliance Configurations

Reporting and documentation to CalRecycle is a required action by jurisdictions, similar to the type of reporting standards jurisdictions report annually as a part of its Electronic Annual Report (EAR). **R3 recommends** a collaborative approach to reporting between RecycleMore and jurisdictions akin to reporting for AB 341, AB 1826, and the EAR as a whole, unless changes are desired by either party to this existing approach.

Purchasing Policy

Summary and Methodology

SB 1383 requires jurisdictions to procure a sufficient quantity of recovered organic waste products to meet a target quantity based upon population; and requires post-consumer content paper to be procured that meets certain specifications. In summary, the recovered organic waste products a jurisdiction may choose to procure are:

1. Compost and mulch;
2. Renewable gas used for fuel for transportation, electricity, or heating applications; and
3. Electricity from biomass conversion.

SB 1383 language also stipulates that jurisdictions must complete the following:

- Identify additional procurement opportunities within the jurisdiction's departments and divisions for expanding the use of recovered organic waste products; [1]
- Include all documents supporting its compliance with this requirement in the implementation record required including receipts, invoices, etc. supporting procurement, where the recovered organic waste products were purchased and how it

[1] SB 1383 Section 18993.1 (k)

is being used by the jurisdiction, written certifications (electricity from a biomass conversion facility, renewable gas transportation fuel, etc.)

- Require written certification from all businesses from whom it purchases paper products and printing and writing paper describing:
  - Minimum / exact percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the jurisdiction. This requirement may be waived if the percentage can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.
  - That the paper products and printing and writing paper offered or sold to the jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 (2013).

R3 did not identify current purchasing quantities of qualifying materials; such an analysis may be accomplished during the implementation phase of this work, or by each member agency separately. It should be noted that Republic is required via the Cooperative Agreement with RecycleMore to give away up to 2 cubic yards of compost per JPA customer until February 2022.

Findings and Recommendations

Aligning each member agency's purchasing policy to meet the SB 1383 procurement requirements is an excellent opportunity to refresh and update each purchasing policy to meet both regulatory requirements and climate action goals.

As we recommend that procurement policy be addressed on a member agency basis, R3 individually calculated the required amounts of product for each member agency and provided our analysis in their respective sections below.

RecycleMore

RecycleMore does not appear to have an official purchasing policy in place in its JEPA, or on its website. However, RecycleMore does provide information[2] to website visitors on where to purchase recycled content office supplies and where to purchase compost (West Contra Costa Sanitary Landfill). Businesses are also encouraged to incorporate CalRecycle Environmental Purchasing Program[3] principles, and a "Shop Smarter" section is "coming soon" to the website.

Recommendations for RecycleMore

- On behalf of its member agencies, RecycleMore should draft a model SB 1383-compliant purchasing policy that each jurisdiction can use as a base and adopt individually (similar to how the single-use bag reduction ordinance was developed). As stated on RecycleMore's website: "[This] regional approach ensured that ordinances

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2 Source information can be found at the following URL: http://www.recyclemore.com/zerowaste-recyclemore

3 Source information can be found at the following URL: http://www.calrecycle.ca.gov/EPP/

would not vary significantly between neighboring jurisdictions and also served as a cost saving benefit since a regional environmental review was also conducted as a whole rather than on a city by city basis."

- RecycleMore should leave the implementation of this regulation in the hands of member agencies – like the implementation of the single-use bag reduction ordinance, each member agency had the responsibility to prepare and finalize the terms and language contained in its purchasing policy with the final approval by their respective city councils.

El Cerrito

According to the U.S. Census Bureau, the population of the City is 25,601 (as of 2018). establishing the target for annual tons of recovered organic waste at **2,048**. **Table 1**, below, breaks down the calculations of that designated target and details each qualifying organic waste type and the amount of each type needed to satisfy the necessary 2,048 tons of recovered organic waste, assuming only one of the organic waste types is purchased.

Table 1: El Cerrito Organic Waste Procurement Conversion

Population	**25,601**
Target (tons of organic waste per California resident per year)	**0.08**
Annual Recovered Organic Waste Product Procurement Target (tons)	**2,048**

Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable gas in the form of transportation fuel	21	43,010	DGE
Electricity derived from renewable gas	242	495,635	kWh
Heating derived from renewable gas	22	45,058	Btu
Electricity derived from biomass conversion	650	1,331,252	kWh
Compost	0.58	1,188	Tons
Compost	1.45	2,970	CY
Mulch	1	2,048	Tons

Additional Findings

The City of El Cerrito has a long-standing exclusive franchise agreement with East Bay Sanitary (EBS) for collection, processing, transfer, and disposal of garbage and green waste.

The City of El Cerrito is a participant in the Institute for Local Government (ILG)'s Beacon Program and has made quantifiable contributions to reducing energy and greenhouse gas emissions, and sharing sustainability best practice – as summarized in the City's individual analysis provided by ILG (Sustainability Best Practice Activities) in 2019.[4] Some of those contributions include the following:

- In 2006, the City enacted an Environmental Preferable Procurement Policy, which documented and increased the City's practices of buying environmentally preferable products whenever possible.
- The City also uses U.S. EPA recycled content standards as part of the Environmentally Preferable Purchasing Policy to purchase recycled goods, such as office paper.
- The City joined the community choice aggregation, MCE, in 2015. This was a goal set in the Climate Action Plan and helps the city further reduce greenhouse gas emissions by sourcing electricity from more renewable sources.
- EBS has indicated willingness to invest in a fueling station that could potentially be for renewable gas use. Before such a pathway is explored, the City should identify qualifying sources to purchase that natural gas from – sources may be limited at this time.

R3 also assisted the City with conducting an SB 1383 Preparedness Action Plan in March 2020. Please refer to that memorandum for additional findings and recommendations.

4 https://www.ca-ilg.org/sites/main/files/file-attachments/el_cerrito_bp_final_0.pdf

Hercules

According to the U.S. Census Bureau, the population of the City of Hercules is 25,601 (as of 2018). establishing the target for annual tons of recovered organic waste at **2,048**. **Table 2**, breaks down the calculations of that designated target and details each qualifying organic waste type and the amount of each type needed to satisfy the necessary 2,048 tons of recovered organic waste, assuming only one of the organic waste types is purchased.

Table 2: Hercules Organic Waste Procurement Conversion

Population	**25,601**
Target (tons of organic waste per California resident per year)	**0.08**
Annual Recovered Organic Waste Product Procurement Target (tons)	**2,048**

Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable gas in the form of transportation fuel	21	43,010	DGE
Electricity derived from renewable gas	242	495,635	kWh
Heating derived from renewable gas	22	45,058	Btu
Electricity derived from biomass conversion	650	1,331,252	kWh
Compost	0.58	1,188	Tons
Compost	1.45	2,970	CY
Mulch	1	2,048	Tons

Additional Findings

The City of Hercules holds a collection franchise agreement for residential and commercial trash, recycling, and organics with Richmond Sanitary Service Inc., a subsidiary of Republic Services (RSS).

The City is also part of the Contra Costa County Climate Leaders (4CL) program, which is “a network assisting the county and its 19 cities to inform, support and encourage the

measurement and reduction of greenhouse gas emissions."[5] Accomplishments listed include the City's Mayor signing the US Mayors Climate Protection Agreement, and the City joining ICLEI's Cities for Climate Protection Campaign. R3 was unable to find specific information on an existing purchasing policy.

Pinole

According to the U.S. Census Bureau, the population of the City of Pinole is 19,318 (as of 2018). establishing the target for annual tons of recovered organic waste at **1,545**. **Table 3** breaks down the calculations of that designated target and details each qualifying organic waste type and the amount of each type needed to satisfy the necessary 1,545 tons of recovered organic waste, assuming only one of the organic waste types is purchased.

Table 3: Pinole Organic Waste Procurement Conversion

Population	**19,318**
Target (tons of organic waste per California resident per year)	**0.08**
Annual Recovered Organic Waste Product Procurement Target (tons)	**1,545**

Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable gas in the form of transportation fuel	21	32,454	DGE
Electricity derived from renewable gas	242	373,996	kWh
Heating derived from renewable gas	22	34,000	Btu
Electricity derived from biomass conversion	650	1,004,536	kWh
Compost	0.58	896	Tons
Compost	1.45	2,241	CY
Mulch	1	1,545	Tons

5 https://cccclimateleaders.org/city-pages/local-actions-a-h/hercules/

Additional Findings

The City of Pinole holds a collection franchise agreement for residential and commercial trash, recycling, and organics with RSS.

According to the City website, under Public Works: “The City of Pinole is dedicated to being a livable city for all. There are a number of sustainability initiatives throughout the county and City that address energy efficiency and renewable energy, water and air quality, recycling, and land use planning. These initiatives strive to improve the health, safety, and resiliency of the City of Pinole for all community members.”

In the City’s 2010 General Plan, there is a comprehensive chapter dedicated solely to Sustainability, which breaks down the City’s ambitious goals, with action steps included. Relevant goals, policies, and action steps are highlighted below:

- GOAL SE.3 The City will reduce its contribution to climate change and mitigate and adapt to the effects of climate change as appropriate.
  - POLICY SE.3.4 Reduce GHG emissions by reducing vehicle miles traveled and by increasing or encouraging the use of alternative fuels and transportation technologies.
  - Action SE.3.4.1 Over time, replace the City’s vehicle fleet with alternative fuel vehicles.
- GOAL SE.4 Optimize energy efficiency and renewable energy.
  - POLICY SE.4.1 Explore and promote opportunities for the City’s use of sustainable energy sources (e.g. solar, wind, biomass, tidal energy generation, methane, geothermal, and hydropower).
- GOAL SE.6 Integrate green building standards into all new and rehabilitated development.
  - POLICY SE.6.4 Support markets for sustainable products through City procurement policies and procedures targeting the areas of construction, facilities maintenance and general office activities.
  - Action SE.6.4.1 Research and establish Environmental Preferable Purchasing policies that provide for resource conservation while ensuring cost effective purchases.

Richmond

According to the U.S. Census Bureau, the population of the City of Richmond is 110,146 (as of 2018). establishing the target for annual tons of recovered organic waste at **8,812**. **Table 4** breaks down the calculations of that designated target and details each qualifying organic waste type and the amount of each type needed to satisfy the necessary 8,812 tons of recovered organic waste, assuming only one of the organic waste types is purchased.

Table 4: Richmond Organic Waste Procurement Conversion

Population	**110,146**
Target (tons of organic waste per California resident per year)	**0.08**
Annual Recovered Organic Waste Product Procurement Target (tons)	**8,812**

Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable gas in the form of transportation fuel	21	185,045	DGE
Electricity derived from renewable gas	242	2,132,427	kWh
Heating derived from renewable gas	22	193,857	Btu
Electricity derived from biomass conversion	650	5,727,592	kWh
Compost	0.58	5,111	Tons
Compost	1.45	12,777	CY
Mulch	1	8,812	Tons

Additional Findings

The City of Richmond holds a collection franchise agreement for residential and commercial trash, recycling, and organics with RSS.

According to the City website, the City is "dedicated to being an environmentally-sustainable city…through efforts in waste reduction, energy efficiency, alternative and renewable energy, land use and transit planning, green jobs, and other activities"[6] which is supported by several actions and policies, one of which is an Environmentally Preferable Purchasing Policy, which

6 https://www.ci.richmond.ca.us/1841/Sustainable-Government

"formally direct[s] the City's effort in procuring environmentally preferable products, materials, and services. City employees are charged with making environmentally preferable purchasing choices, such as purchasing recycled content paper, energy efficient appliances, green cleaning products, and even a fuel-efficient fleet for City vehicles."

Relevant details of the policy are highlighted below:

- "Purchase products that minimize greenhouse gas (GHG) emissions, use agricultural fibers and residues or include bio-based material, are biodegradable, use unbleached or chlorine-free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests."
- "Use purchasing power to help increase demand for environmentally preferable products…"
- "Recycled Content Products Guiding Principles: Conserve natural resources by procuring products that contain recycled content (with preference for items that include postconsumer recycled content) to support markets for products made of recycled material while reducing demand for products made from virgin materials."
- "Whenever practicable, compost shall be purchased that is produced from feedstock that includes at least 50 percent by volume regionally generated plant debris and/or food scraps. Procuring regionally helps the markets for local plant debris and food scraps collection and composting programs…."
- "The City of Richmond shall purchase vehicles that provide the best available net reduction in vehicle fleet emissions, including favoring alternative fuel vehicles that support biodiesel, compressed natural gas, electric, hybrid electric, liquid natural gas and propane fuels when procuring new vehicles or replacing existing vehicles in the City fleet."

San Pablo

According to the U.S. Census Bureau, the population of the City of San Pablo is 31,124 (as of 2018). establishing the target for annual tons of recovered organic waste at **2,490**. **Table 5** breaks down the calculations of that designated target and details each qualifying organic waste type and the amount of each type needed to satisfy the necessary 2,490 tons of recovered organic waste, assuming only one of the organic waste types is purchased.

Table 5: San Pablo Organic Waste Procurement Conversion

Population	**31,124**
Target (tons of organic waste per California resident per year)	**0.08**
Annual Recovered Organic Waste Product Procurement Target (tons)	**2,490**

Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable gas in the form of transportation fuel	21	52,288	DGE
Electricity derived from renewable gas	242	602,561	kWh
Heating derived from renewable gas	22	54,778	Btu
Electricity derived from biomass conversion	650	1,618,448	kWh
Compost	0.58	1,444	Tons
Compost	1.45	3,610	CY
Mulch	1	2,490	Tons

Additional Findings

The City of San Pablo holds a collection franchise agreement for residential and commercial trash, recycling, and organics with RSS.

In 2012, the City published a Climate Action Plan (CAP), “a policy-planning document which outlines a course of action for the City of San Pablo to reduce GHG emissions to 15% below 2005 levels by 2020 and 30% below 2005 levels by 2035” and “developed a series of innovative programs to reduce the greenhouse gas (GHG) emissions of both government operations and the community at-large.”

Within the CAP (Appendix H: Municipal Reduction Measures and Quantifications), the City mentions updating and implementing the City’s Environmentally Preferred Procurement Policy and “and tools to enable effective procurement of energy efficient equipment and vehicles, recycled-content paper and products, and goods with reduced packaging”. The City also

"encourage[s] recycling of used materials whenever feasible at City facilities" and was seeking to "audit and expand recycling and composting programs into all City facilities".

Unincorporated Contra Costa County

According to the Contra Costa County website,[7] the combined population of the unincorporated jurisdictions in Contra Costa County is an estimated 172,513 (as of 2018). Please note that this is inclusive of the entire unincorporated county, not just the areas within RecycleMore. This establishes the target for annual tons of recovered organic waste at **13,801**. **Table 6**, below, breaks down the calculations of that designated target and details each qualifying organic waste type and the amount of each type needed to satisfy the necessary 13,801 tons of recovered organic waste, assuming only one of the organic waste types is purchased.

Table 6: Unincorporated Contra Costa County Organic Waste Procurement Conversion

Population	**172,513**
Target (tons of organic waste per California resident per year)	**0.08**
Annual Recovered Organic Waste Product Procurement Target (tons)	**13,801**

Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable gas in the form of transportation fuel	21	289,822	DGE
Electricity derived from renewable gas	242	3,339,852	kWh
Heating derived from renewable gas	22	303,623	Btu
Electricity derived from biomass conversion	650	8,970,676	kWh
Compost	0.58	8,005	Tons
Compost	1.45	20,012	CY
Mulch	1	13,801	Tons

[7] https://www.contracosta.ca.gov/5342/Demographics

Additional Findings / Background Information

Unincorporated Contra Costa County (County) holds a collection franchise agreement for residential and commercial trash, recycling, and organics with RSS.

According to the Contra Costa County website, the County wishes to lead by example and is "working to reduce greenhouse gas emissions in [its] offices and practices in addition to other reducing emissions around the County," and is updating its CAP as part of the ongoing update to the County's General Plan (Envision Contra Costa 2040[8]). R3 highlighted the relevant goals and policies found in the February 2020 draft of the CAP:

- Goal 3: No Waste Contra Costa – Contra Costa County generates no more solid waste than 2.25 pounds per person per day (PPD)"
  - Increase amount of organic waste generated by County residents and businesses and at County facilities that gets composted or converted into energy
  - Reduce waste from County operations, including contracts for services and products:
  - Update and implement County environmentally preferable purchasing policy:
    - Recycled content of County purchases
    - Requirements for County vendors and contractors to adopt and implement environmentally preferable purchasing policies
  - Ensure all County facilities have and use composting and recycling options:
    - Food waste, recycling, composting at County facilities

As evidenced, the County has made several steps towards compliance to SB 1383 requirements.

Additional Next Steps for Each Member Agency

- Add more specific procurement requirements to City/County's existing Environmentally Preferable Purchasing Policy that will be needed to achieve compliance (i.e., add composting and mulch procurement requirements, etc.); or develop an SB 1383-compliant purchasing policy, if none exists;
- Gather data needed to benchmark current policy or partial compliance through determining the following:
  - If the Parks and Recreation Department currently uses compost and/or mulch products;
  - If there is capacity for use of compost in managed lands;
  - If renewable natural gas is being used in facilities currently;

[8] http://envisioncontracosta2040.org/documents/

  - If any other main departments might be able to benchmark current use of the three purchases above; and

- Adjust purchasing practices as needed and ensure adequate documentation is gathered.

Identified Facilities for Procurement of Products

RecycleMore member agencies may purchase electricity or natural gas from qualifying facilities directly. We identified facilities within Contra Costa County and neighboring counties (Alameda and Solano) that RecycleMore member agencies might be able to purchase compost and mulch from, using the Solid Waste Information System:

Contra Costa County:

- WCCSLF Organic Materials Processing
  - Foot of Parr Blvd.
    Richmond, CA 94801

Alameda County:

- Altamont Landfill
  - 10840 Altamont Pass Rd.
    Livermore, CA 94551

Solano County

- Jepson Prairie Organics Composting Facility
  - 6426 Hay Road
    Vacaville, CA 95687
- Potrero Hills Compost Facility
  - End of Potrero Hills Lane
    Suisun City, CA 94585
- Goodyear Road Compost Facility
  - 1460 Goodyear Road
    Benicia, CA 94510

Edible Food Recovery

Summary and Methodology

On or before January 1, 2022, RecycleMore, in coordination with its member agencies[9], must identify all Tier One commercial edible food generators, food recovery organizations (FRO) and food recovery services (FRS) operating within their jurisdictions and assess local edible food recovery capacity.

- Tier One generators include:

  (A) Supermarket: a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000) or more.

  (B) Grocery store: a total facility size equal to or greater than 10,000 square feet.

  Note: There is no difference per se between "supermarket" and "grocery store"; the inclusion criterion is either the sale or size threshold (not necessarily both). Pharmacies, liquor stores, and convenience stores are not included.

  (C) Food service provider: an entity providing food services to institutional, governmental, commercial, or industrial locations of others under contract.

  Note: This includes entities providing food under a regular contract (e.g. for corporate cafeterias, institutions, etc.), not one-time catering services. Providers based outside the jurisdiction may be included if they serve the area.

  (D) Food distributor: distributes food to entities including, but not limited to, supermarkets and grocery stores.

  (E) Wholesale food vendor: wholesale distributor of food, received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

- Available resources include:
  - CalRecycle Convenience Zones[10] data -- list of Tier One supermarkets

[9] Member agencies can designate RecycleMore to fulfill their responsibilities under this law.

[10] CalRecycle has a convenience zone search function: https://www2.calrecycle.ca.gov/BevContainer/ConvenienceZones. To search: keep all zone status options selected (exempt, served, hold, and unserved) and search by City or County. List can be exported to Excel. A convenience zone is typically a half-mile radius circle with the center point originating at a supermarket that meets the SB1383 definition. CalRecycle also has contact with the California Grocers Association that can provide local supermarket contacts.

- Local Health Departments -- list of inspected food service businesses[11]
- NAICS listings[12]
- Business license data
- Edible Food Capacity Planning Calculator Tool (being developed by CalRecycle)

RecycleMore (or its member agencies) must prepare and implement an edible food recovery plan, ensuring that:

- All Tier One commercial edible food generators and FROs and FRSs within the service area have formal agreements for edible food recovery; and
- Those entities record and keep records of the quantity in pounds of edible food donated/recovered.

RecycleMore (or its member agencies) must keep a list of FROs and FRSs operating within the jurisdictions on its/heir website(s), including their name, address, contact information, collection service area, and indication of types of food they can recover. This list must be updated annually.

RecycleMore (or its member agencies) provide the following to Tier One commercial edible food generators and FROs and FRSs within the service area:

- Information about SB 1383 requirements and enforcement (required);
- Model edible food recovery agreement language (CalRecycle model agreement may be used), including criteria to ensure food safety and avoid “donation dumping” (if necessary); and
- Educational material about food waste prevention (recommended).

RecycleMore (or its member agencies) must monitor Tier One generator compliance by doing the following:

- Set up inspections, which can be combined with existing mandatory inspections; and
- Set up an enforcement program.

To assess RecycleMore compliance preparedness with SB 1383 edible food recovery regulations, and to provide recommendations to achieve full compliance, R3’s team completed the following main tasks:

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[11] May not include whether businesses meet Tier One criteria; however, was most useful for RecycleMore.

[12] Relevant codes include 424490 (wholesale food vendors), 445110 (supermarkets and other grocery (except convenience) stores), and 722319 (food service contractors).

- Assessing the capacity of existing food recovery (i.e. existing edible food generators, food recovery services and recipient agencies, food available vs. recovered, necessary infrastructure and potential partnerships to close the gaps).
- Proposing food recovery program recommendations including whether and how to expand existing infrastructure, if necessary, and potential funding mechanisms.
- Evaluating commercial generator compliance (including recordkeeping / reporting to CalRecycle; enforcement).
- Recommending education and outreach strategies and resources.

Our methodology for gathering information included:

- Supermarkets: Interviewed local store staff and contacted corporate offices (see list of contacts in Attachment 1 – "corporate contacts" tab).
- Food recovery organizations: Interviewed and conducted email outreach to the Food Bank of Contra Costa and Solano (CCS Food Bank), California Association of Food Banks, Feeding America, Copia™, Replate, White Pony Express.
- Coordinated with similar efforts conducted for RecycleSmart (John Hanscom).
- Reviewed information collected by Contra Costa County (Justin Sullivan; Department of Health), the City of Richmond (Samantha Carr), and provided by CalRecycle (including California Bottle Bill supermarket list).

Findings

A general summary of findings is as follows:

- Commercial Edible Food Generators
  - Of the 29 Tier One grocery stores identified in the RecycleMore service area, 7 do not have edible food recovery programs.
  - There are food distribution centers and manufacturing businesses in the area that may be regulated by SB 1383 and do not currently have edible food recovery programs.
- Food Recovery Services and Agencies
  - One food recovery organization, the Food Bank of Contra Costa and Solano (CCS Food Bank) is currently serving the area.
  - White Pony Express regularly delivers food within the service area. Apart from a few times, the food has been rescued outside the service area (but within the county).
  - There are at least 48 food recipient agencies in the service area.
- Partnerships
  - Almost all of the corporate Tier One grocery stores in the service area have formal donation agreements with Feeding America and through it with CCS Food Bank.

  - 99 Ranch Market is currently in negotiation with Feeding America.
  - Most independently-owned stores do not have formal donation agreements. However, 3 Grocery Outlet locations have informal donation partnerships.
- Recovery Capacity & Infrastructure
  - CCS Food Bank distributed almost 1 million pounds of food through the Grocery Rescue Program in the service area in 2019.
  - There is more opportunity for recovery capacity, but it is constrained by a lack of resources, specifically staffing, transportation and storage.
- Tools & Data
  - CCS Food Bank uses MealConnect.org to track edible food donations but is unwilling to share data at the local level.
  - The local Tier One generators will not provide data on quantities of food rescued.
- Education & Outreach
  - Tier One edible food generator staff interviewed were unfamiliar with SB 1383

Regarding commercial edible food generators (see Attachment 1):

- The area includes 35 supermarkets that exceed 6,000 square feet which may qualify as Tier One generators (10,000 sq feet), including 21 supermarkets that are part of corporate chains (99 Cents Only Store, 99 Ranch Market, Costco, FoodMaxx, Lucky, Raleys, Safeway, Sprouts, Target, Trader Joes, etc.), 8 independently-owned stores (Natural Grocery, 3 Grocery Outlet locations, and 4 predominantly ethnic stores), 4 pharmacies, and 2 liquor stores.
- Types of grocery stores: high end (e.g. Sprouts, Trader Joe's), midrange (e.g. Lucky's), and third-tier grocery stores that sell surplus or soon-to-expire products (e.g. Grocery Outlet, 99 Cents Only Store). The latter and independent ethnic stores report little donatable material. Some Tier One businesses do not have much food or nutritious food (including liquor stores and pharmacies), so they are not a priority for food donation[13].
- A dozen manufacturing businesses (Rubicon Bakery, Nutiva, Galaxy Desserts, etc.), distribution centers (Whole Foods warehouse, etc.), and other food businesses (Hello Fresh, Blue Apron) may be designated Tier One generators, but CalRecycle has not indicated if they are covered.

Regarding food recovery services and agencies (see Attachment 2):

[13] Ashlee Yee of CalRecycle indicated that convenience stores that meet the Tier One sales and square foot requirements do not need to comply with SB1383.

- 4 food recovery services (the CCS Food Bank, White Pony Express, Copia™, and Replate) and at least 48 food recipient agencies (24 of which are affiliated with CCS Food Bank)[14] are interested in serving the area.
- Main recovered food recipient agencies include Greater Richmond Interfaith Program (GRIP), Bay Area Rescue Mission in Richmond, and Saint Vincent de Paul Society.
- Aside from the CCS Food Bank, White Pony Express (WPE) is the only food recovery organization currently operating in the service area. However, to date it has rescued very little food from the service area (only from one donor, Galaxy Desserts); it has brought in more rescued food from outside the service area, but within the County.
- Copia™ and Replate are not operating in West Contra Costa but would like to.
- The need for edible food keeps increasing: Food insecurity rates were above 10% in in 2018 and expected to increase to as much as 20% after 2020[15].

Regarding partnerships:

- All the corporate chain stores (including pharmacies) apart from 99 Cents Only Store, Dollar Tree, and 99 Ranch Market have established food donation programs with CCS Food Bank (Grocery Rescue Program, coordinated by Karen Collins). These formal partnerships are established through Feeding America and the grocery stores' corporate offices, generally at the state or national level.
- Feeding America is in negotiation with 99 Ranch Market to set up an agreement.
- CCS Food Bank is at staff capacity in terms of doing outreach to additional stores at the present time.
- CCS Food Bank, Feeding America[16] and grocery store corporate offices refused to share details about their partnership agreements (recipient agencies, quantities, formal agreement language, etc.).
- Partnerships with the CCS Food Bank are generally exclusive. Yet, one chain of grocery stores (Trader Joe's) reported working with both CCS Food Bank and non-food bank partners. Food recovery services like Replate and Copia™ are limited by the exclusivity requirements of food bank partnerships.
- Most grocery store respondents expressed reluctance to pay a fee for food recovery services. Yet, more and more businesses do, especially Tier Two generators (corporate

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[14] According to Contra Costa County COVID-19 Food Distribution Map, there are 48 food pantries in the area. There are likely to be other programs distributing food at youth programs, day care centers, schools, shelters, etc.

[15] Based on Contra Costa County COVID-19 Food Distribution Map food insecurity data by Census tracts.

[16] We reached out to Stephanie Zidek, Director of Data & Analytics with Feeding America, but never received a response to our request for information.

cafeteria and institutions). For example, Replate charges a subscription fee of $40/month.

- Grocery Outlet stores (independently owned) have their own partnerships that are generally more informal than with Feeding America (no written agreements).
- 4 independently-owned stores (that serve a predominantly ethnic population) do not have a donation program (La Loma, Lao Jalume, Las Montañas, and San Pablo Supermarket).
- Several manufacturing businesses and distribution centers (which receive some unsold products from supermarkets, called "vendor go back") already donate food, but it is difficult to gather information about their food donation programs.

Regarding current edible food recovery capacity and infrastructure:

- The CCS Food Bank Grocery Rescue Program redistributed almost 1 million pounds of food in 2019 in RecycleMore territory. Most grocery stores donate about 50,000 lbs/year (2-5 pick-ups per week).
- CCS Food Bank redistributes shelf stable foods (canned goods, cereals, etc.), frozen meat, dairy and other protein, produce, baked goods, and "deli" foods (packaged and labeled). The CCS Food Bank does not accept prepared food (such as restaurant food).
- Baked goods are the least desirable donation (in addition to soda and candies and liquor that are often not accepted by recipient agencies).
- CCS Food Bank has requirements that recipient organizations must meet in order to receive their food donations. Eligibility requirements include:
  - Being registered as a 501(c)(3) non-profit organization;
  - Serving at least 50 clients (apart from residential programs) twice a month;
  - Not charging a fee for the food;
  - Not engaging in religious activities during food distributions;
  - Not sharing food with other food pantries, soup kitchens or other agencies;
  - Having at least one staff member with a food safety training certification; and
  - Having at least 5 volunteers.
- It is possible that some organizations, especially smaller, more informal groups, could use food donations but are not eligible under CCS Food Bank requirements. In any case, CCS Food Bank is not currently accepting new partner agencies.
- CCS Food Bank currently throws away 20-30% of the food they receive. NOTE: we do not know how much of this is landfilled vs composted. It may depend upon depackaging capacity.
- Food recovery services (WPE, Replate, Copia™) are able to redistribute all kinds of food, including small volumes and food that is not currently donated to the CCS Food Bank. They work with smaller recipient agencies (soup kitchens, youth programs, etc.) that accept a wide range of foods. They also have less strict requirements (packaging, labelling, etc.) than the CCS Food Bank, notably because they redistribute the food more quickly.

- Food recovery services and agencies are constrained by limited storage capacity. refrigeration, cooking kitchens, and labor (drivers, sorters, distributors, food prep, etc.) from collecting and processing more edible food.

Regarding tools and processes:

- CCS Food Bank encourages donors to use MealConnect.org to streamline the donation process. It records necessary details and sets up pairing of donation offers with authorized, member agencies that are relatively close by and prepared to pick up and process. According to one source, both generators and agencies report that this system is not reliable and periodically crashes.
- Assembling and managing food donations is handled by different staff at different stores. In some cases, all floor employees are engaged in the effort and at others, staff who manage the shipping and receipts take the lead.
- According to one source, some stores prefer to donate rather than compost because then they don't have to de-package the food. This could be an incentive to donate.
- Apps like MealConnect, Copia™, Replate, and Chowmatch (used by WPE with the support of RecycleSmart) have algorithms to efficiently match donors and recipients and track quantities.
- Copia™ is developing a service for food waste prevention and tracking that will be available to grocery stores in 2021 (currently mostly working with commercial kitchens).
- Recyclist, currently used by RecycleMore, has the capacity to track Edible Food Generators, SB 1383 Tiers, Generator Type and Food Donation Recipients. Other jurisdictions (San Mateo County, Riverside County) have reported positive experiences using Recyclist for SB 1383 edible food recovery implementation.
- Other apps that can connect Tier One businesses to non-profit food recipients include Food Cowboy (primarily targets large transporters, US-wide), Extrafood.org (used in Marin), Food Rescue Locator (US-wide), Food Rescue US (began in CT, now US-wide), MEANS database (US-wide)[17].

Regarding data availability for capacity planning, reporting, and compliance:

- CCS Food Bank agencies collect data (weight by 9 food categories) when they collect food. Corporate offices and Feeding America track donation data by type, item, weight, meal equivalents, and financial value, notably for tax purposes. However, they are unwilling to share local data that could reveal store profitability.
- Stores have heterogeneous ways of tracking data (some track items, dollar values, and weight, while others only track the dollar value by scanning barcodes, and do not differentiate between what is donated vs. discarded). They are not willing to share this data at the store level.

[17] https://recyclist.co/blog/food-recovery-software/

- Copia™ is offering to develop a tracking system at the county level. They have a pilot in the county of Los Angeles (funded by the county health department) with 50 businesses that engage in food recovery through their waste collection franchise agreement. The local jurisdiction pays for the cost of using that tool in exchange for setting up a food recovery program and tracking data.
- Replate and WPE could also provide data necessary for SB 1383 compliance reporting. WPE uses Chowmatch as the matchmaking and tracking software.
- Recyclist may also be able to collect the required data.

Education and outreach needs include:

- Of the 15 store managers and other representatives we were able to ask (via phone), none were familiar with SB 1383.
- Recovery organizations report that most stores are not aware of liability protection.
- CCS Food Bank and other recovery organizations report that education is key to improving the quality of donations (including product liability protection, labeling /packaging, etc.)
- Food recovery organizations like Copia™, Replate, and WPE conduct edible food recovery and/or waste prevention education and outreach.

Recommendations

Food Recovery Capacity Planning

The R3 project team recommends that RecycleMore do the following to facilitate food recovery capacity planning:

- Obtain clarification from CalRecycle[18] on which businesses are Tier One and Tier Two. Specifically ask about whether manufacturing businesses (Rubicon Bakery, Nutiva, Galaxy Desserts, etc.), distribution centers (Whole Foods warehouse, etc.), and other food businesses (Hello Fresh, Blue Apron) are Tier One businesses.
- Confirm which grocery stores or supermarkets exceed 10,000 sq feet or $2 million in gross annual sales.[19]
- In coordination with other jurisdictions statewide, request that CalRecycle contact supermarket chain corporate offices and/or Feeding America in order to obtain data on

[18] CalRecycle is also developing a “capacity planning calculator” and may provide guidance on how to identify generators by the spring of 2021.

[19] The supermarket definition is consistent with CalRecycle PRC 14509.4 and PRC 14562.5: Supermarket is considered a "full-line", self-service retail store that sells a line of dry groceries, canned goods, or non-food items and perishable items; and supermarket gross annual sales are $2 million or more.

the food that is currently donated (see Attachment 2 for the list of corporate contacts and contact at Feeding America) and the agreement language.

- If they are covered by SB 1383, contact local manufacturing businesses and distribution centers to determine whether they are donating food and their donation capacity.
- Survey recipient agencies to identify what their needs are in terms of donations, infrastructure, staff, and funding.
- Coordinate these efforts with other authorities and agencies, including RecycleSmart, in the county.

Food Recovery Program

The R3 project team recommends that RecycleMore do the following to build a food recovery program:

- Help stores formalize and develop their existing donation practices, including with agencies that may not be eligible to be CCS Food Bank partners. For example, 3 Grocery Outlet owners did not want to go through the paperwork and prefer donating food informally. They would need to sign formal partnerships to be in compliance with SB 1383, but it is important to support these existing partnerships. Use the CalRecycle Model Edible Food Recovery Agreement as a starting point.
- Use language to prevent "donation dumping" provided by CalRecycle Model Agreement and ensure that recipient agencies can reject food that they don't need or cannot redistribute without a consequence (i.e. reduction in donations).
- In order to redistribute more food of high quality, provide funding to food recovery services and agencies for capacity building, notably:
  - More storage capacity and refrigeration;
  - Staff (including paid workers) to expand operating hours;
  - Infrastructure (cooking kitchens, storage) in order to recover more fruit, and vegetables and bulk foods; and
  - Paid drivers (contractors).
- Evaluate sustainable funding options for food recovery, including through solid waste collection rates/fees or by charging Tier One generators for paid services like Copia™ or Replate. This would require a change of culture, given that most grocery stores do not pay for their partnerships with Feeding America (yet, they generally do donate to the organization at the corporate level).
- Study funding models being developed in other jurisdictions, such as RecycLA city franchise agreement, Second Harvest Food Bank fee for service food recovery in San Mateo County, Alameda County Sheriff's Department food recovery job training program with Dig Deep Farm, etc.
- Explore the opportunity to use "idle" infrastructure: unused storage space in stores like 7/11, idle trucks, etc., as is done in Orange County. This involves inventorying these resources.

- Explore the feasibility of engaging food delivery businesses, like DoorDash, UberEats, Postmates, etc. to assist in food recovery. Replate and Copia™ use off hour contractors from these businesses.

Education and Outreach

The R3 project team recommends that RecycleMore do the following to improve outreach and education related to edible food recovery:

- Request that County environmental health inspectors participate or take the lead in conducting outreach to Tier One and Tier Two generators (education is also part of their mandate as per AB 1219 and Section 114435 of the Health and Safety Code). Inspectors can assist in outreach and education by informing the generators about:
  - The requirements of SB 1383
  - Existing food recovery programs and reporting software
  - Qualifying food categories
  - Food handling, packaging & labeling guidelines
  - Food safety and liability protection
  - Food waste prevention resources
- Explore the possibility of establishing a staff position dedicated to education and outreach, for example via a county-level SB 1383 compliance and food recovery coordinator, and/or via a partnership with the CCS Food Bank or another food recovery service. Education and outreach should include (in addition to what environmental health inspectors may communicate):
  - Training "champions" for edible food recovery, i.e. staff that believe in food waste prevention and donation, are willing to make the time on their shifts to process and make it available for pick up. Explore strategies on how to incentivize champions;
  - Visibility of existing food recovery services and recipient agencies;
  - Specific needs of recipient agencies and benefits to the community (to facilitate donor engagement and staff motivation);
  - How to obtain tax benefits; and
  - Prevention strategies. Stores that markdown/discount food close to expiration generate lower quantities of waste.
- Work with CCS Food Bank to target stores that could increase their donations (on the condition that there is sufficient recovery capacity) and identify necessary education/outreach.
- Conduct SB 1383 education and outreach to locally owned grocery stores and food processors that do not currently have a donation program. Culturally sensitive and multi-lingual outreach should be prioritized.

Recordkeeping and Enforcement

The R3 project team recommends that RecycleMore do the following to capture records that are required to be maintained, and to complete required enforcement:

- Assess costs/benefits of two different possible tracking methodologies, provided below:
  - Require all businesses use the same data collection tool to insure uniform metrics. This would require integrating CCS Food Bank, food recovery services, recipients and generators' processes (while maintaining confidentiality), and funding a specific tool. Existing available tools include MealConnect, Copia™, Replate, Chowmatch, and perhaps Recyclist. Consider other options if local options are not adequate. Pros and cons include: cost, ownership/use by other organization(s), reliability, efficiency, ease of use/user interface, adaptability to Recyclemore's needs. Note: RecycleSmart committed to support the use of Chowmatch by White Pony Express for a year. Using the same services may be an opportunity to leverage synergies and save resources.
  - Alternative option: request data from each generator, the CCS Food Bank, food recovery services and recipients (maintaining confidentiality), and develop methodologies for 'translating' them into a uniform metric. Dedicate some staff time to collecting and analyzing data.
- Partner with Contra Costa County environmental health inspectors to assist with inspection and enforcement.

Return to Agenda

3. NEXT STEPS

The following next steps are recommended to facilitate general compliance with SB 1383:

- Develop a record keeping system to support compliance reporting, and identify all haulers operating within the RecycleMore service territory to facilitate enforcement of the organics diversion requirements on all haulers;
- Engage with each member agency on roles and responsibilities in implementation of requirements, especially enforcement via issuing violations, authority to approve exemptions, and oversight of Republic's SB 1383 compliance activities via the post-collection agreement and any amendments thereto; and affirm member agency understanding of the following responsibilities best retained at the member agency level:
  - Municipal code updates
  - Procurement requirements
  - Website changes for outreach and education
  - Complaint portal that allows for anonymous complaints
  - Reporting to RecycleMore on activities completed by each Member Agency for inclusion into annual report to CalRecycle on compliance
- Establish key deal points for contract negotiations with Republic and EBS to be considered, including:
  - Potential adjustment to rates;
  - Obtain commitment from Republic/EBS to comply with container labeling and bin lid colors for new containers distributed after 1/1/2022;
  - Obtain commitment from Republic/EBS to comply with changes to outreach and education collateral;
  - Obtain confirmation from Republic in written form that compostable plastics are accepted and recovered in the organics program, or cease allowing those materials in collection;
  - Compost giveaway from Republic as a means for helping to meet procurement requirements for member agencies. Is Republic willing to continue these giveaways after February 2022? Is amount given away being measured now?
- Each member agency to amend municipal code, based upon the model tools distributed by CalRecycle; or RecycleMore could pass an JPA-wide ordinance; and RecycleMore may provide a model municipal code for use by member agencies to facilitate a common approach;
- Each member agency to consider amendments to their collection agreements; however, the public outreach and education requirements may all be met through only amending the post-collection agreement; and
- Formalize the different agency responsibilities and those that RecycleMore will assist Member Agencies through a mechanism such as a Memorandum of Understanding.

To amend the public outreach and education program, R3 recommends that RecycleMore:

- Discuss Republic's role and interest in performing key public education and outreach requirements (many items listed as compliance actions and documents needed could be provided by Republic);
- Request that Republic submit an annual education and outreach plan to meet the requirements of SB 1383, and review it for alignment with the recommendations provided herein; and
- Seek clarification from CalRecycle on whether self-hauler requirements apply to businesses such as landscapers hauling waste from residential properties.

To meet inspection and enforcement requirements, RecycleMore should discuss the following with member agency staff and Republic/EBS:

- RecycleMore and member agency responsibilities for identification, inspection, and enforcement including the assessment of penalties on generators not diverting organics;
- Consider the option of implementing an JPA-wide ordinance, with the ability for each member agency to veto penalties within their jurisdiction, and the option for each member agency to "opt out" and provide for their own enforcement;
- Container contamination minimization via route audits via RecycleMore contracting with a third party, with the option for each member agency to "opt out" and complete their own route audits by negotiating with their hauler, contracting with a third party, or dedicating Agency staff to the audit;
- Engage with Contra Costa County Environmental Health Department to help enforce SB 1383 requirements, including inspecting commercial food generators for compliance with 1383 regulations; and
- Changes to reporting methodology and flow of documentation to meet increased reporting requirements.

To adjust existing procurement policies:

- Explore adjustment of existing procurement of compost, mulch, natural gas, and electricity from qualifying sources to meet each jurisdiction's target by facilitating meetings with facilities that can provide qualifying products, including Republic's composting facility;
- Provide information on procurement targets and requirements to member agency staff; and
- Consider developing a model procurement policy and providing information on qualifying sources to member agency staff.

To develop an edible food recovery program:

- Reach out to Karen Collins who runs the CCS Food Bank Grocery Rescue Program to identify how to
  - Support their efforts to recover more food of higher quality from Tier One businesses;
  - Encourage them to enable other organizations to recover food from Tier One businesses that the CCS Food Bank does not accept; and

  - Collect/provide data required for compliance at the regional (RecycleMore) level.

- Reach out to the 4 independently-owned grocery stores not currently engaged in edible food recovery to educate them about and help them comply with SB1383 (food recovery provisions);
- Help the 3 Grocery Outlet stores formalize their edible food recovery relationships;
- Survey recipient agencies to identify their needs re: infrastructure, staffing, funding, etc. to increase their capacity to receive and process food;
- Explore the possibility of using idle infrastructure (i.e. storage, transportation, staffing, etc.) by inventorying these resources within the service area;
- In coordination with jurisdictions statewide, request that CalRecycle contact supermarket chain corporate offices and/or Feeding America to obtain the required SB1383 compliance information (agreements & data);
- In coordination with RecycleSmart and other jurisdictions in the County:
  - Evaluate apps to support edible food recovery and data collection (notably ChowMatch, MealConnect.org, Recyclist, COPIA & RePlate);
  - Evaluate sustainable funding options including learning from other jurisdictions; and
  - Engage with Contra Costa County environmental health inspectors to identify how they can help educate Tier One generators and support enforcement efforts.

Return to Agenda

RecycleMore Summary SB 1383 Matrix **December 2020**

Section Reference	Type of Requirement	Requirement	Responsible Party	Frequency	Action Item(s)
General Provisions					
18981.2 (a)	Enforceable Ordinance	Adopt enforceable ordinances consistent with the requirements of chapter to mandate organic waste generators, haulers and entities to comply with requirements	Member Agencies	One-time; 1/1/2022	RecycleMore Model Ordinance
Article 3. Organic Waste Collection Services					
18984.1 (a)	Organic Waste Collection	Implement a three-container organic waste collection service and providing a green container (organics), a blue container (recycling), and a gray container to each generator (solid waste)	Member Agencies	One time; 1/1/2022	Compliant
18984.5 (a)	Contamination	Monitor the containers provided to the generators using three-container service to minimize contamination	RecycleMore/ Member Agencies	1/1/2022	Inspection and Enforcement Program to be implemented
18984.5 (b)	Contamination Monitoring	Conduct a route review for prohibited container contaminants on randomly selected collection route **annually.** Containers may be randomly selected along a hauler route. This section should not be construed to require that every container on a hauler route must be sampled annually. Contact or written notice to generator upon discovering contaminants (left at door, gate and/or through mail, email, or electronic message) is required	RecycleMore/ Member Agencies	1/1/2022; Annually	Inspection and Enforcement Program to be implemented
18984.7 (a)-(b)	Container Colors	Provide collection containers to generators that comply with container color requirements specified in SB 1383	Republic/ EBS	1/1/2036	Bin lid color adjustment by Republic
18984.8 (a)-(c)	Container Labeling	Place a label on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this article specifying what materials are allowed to be placed in each container and items that are prohibited container contaminants for each container	Republic/ EBS	1/1/2022	Bin label color adjustment by Republic/EBS
18984.11	Waivers	Waive a commercial business' obligation to comply with some or all of the organic waste requirements due to: - De Minimis organic waste (<20 gallon or <10 gallon per week) - Physical Space - Collection Frequency	RecycleMore/ Member Agencies with Republic/EBS assistance	1/1/2022	Inspection and Enforcement Program to be implemented

Section Reference	Type of Requirement	Requirement	Responsible Party	Frequency	Action Item(s)
Article 4. Education and Outreach					
18985.1 (a)	Outreach – Organic Waste Generators	Provide the following: information on organic waste generators requirements to properly separate materials in appropriate containers, methods for prevention of organic waste, recovering organic waste on site, community composting and any other local requirements, information on methane reduction benefits, the methods of organic waste recovery, the organic waste collection service uses, list of approved haulers, and how to recover organics, public health and safety and environmental impacts, information for edible food recovery programs, information regarding self-hauling requirements	Republic/EBS	Prior to 2/1/2022; Annually	Republic/EBS adjust annual mailers and service brochures
18985.2 (a)	Outreach – Edible Food Recovery	Develop a list of food recovery organizations and food recovery services operating within the jurisdiction and maintain the list on the jurisdictions website	RecycleMore/ Member Agencies	On or before 2/1/2022	List is completed; website updates and additional educational collateral
18985.2 (b)	Outreach – Edible Food Recovery	Provide commercial edible food generators that generate edible food with the following information: details about the edible food recovery program, information about commercial edible food generators, requirements and about food organizations and services operating within the jurisdiction and where a list of all services can be found	Republic/EBS OR County	Annually	Republic/EBS adjust annual mailers and service brochures County adjust educational material distributed under AB 1219
Article 7. Regulation of Haulers					
18988.1 (a)	Reporting	Require haulers to identify the facilities to which they will transport organic waste	RecycleMore/ Member Agencies	On or before 2/1/2022	Each Member Agency to identify haulers and distribute information on requirements; arrange for reporting
18988.1 (b)	Enforceable Ordinance	If a jurisdiction allows generators to self-haul organic waste, adopt an ordinance or a similarly enforceable mechanism	RecycleMore/ Member Agencies	On or before 2/1/2022	RecycleMore Model Ordinance
Article 8. CALGreen Building Standards and Model Water Efficient Landscape Ordinance (MWELO)					
18989.1(a)	Enforceable Ordinance	Adopt an ordinance or enforceable requirement complying with CalGreen Code Sections 4.410.2, 4.408.1, or 5.408.1	Member Agencies	On or before 2/1/2022	To be evaluated by each Member Agency
18989.2(a)	Enforceable Ordinance	Adopt an ordinance or other enforceable requirement that requires compliance with the Model Water Efficient Landscape Ordinance	Member Agencies	On or before 2/1/2022	To be evaluated by each Member Agency

Section Reference	Type of Requirement	Requirement	Responsible Party	Frequency	Action Item(s)
Article 10. Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery					
18991.1	Edible Food Recovery	Implement an edible food recovery program including: educating edible food generators, increase access to food recovery organizations and food recovery services, monitor commercial edible food generators compliance, increase edible food recovery capacity (if needed)	RecycleMore/ Member Agencies / County	1/1/2022	Edible Food Recovery Program to be implemented
18991.1 (b)	Edible Food Recovery	Jurisdictions may fund actions taken to comply with this section through franchise fees, local assessments or other funding mechanisms	RecycleMore/ Member Agencies	One time; Assessed as needed	N/A; informational
Article 11. Capacity Planning					
18992.1 (b)	Organic Waste Recycling Capacity Planning	A jurisdiction contacted by a county pursuant to subdivision shall respond to the county's request for the information necessary to comply with the requirements of this article	County	120 days of receiving request from County	N/A; respond to County as needed
18992.1 (d)	Organic Waste Recycling Capacity Planning	If a county determines that organic waste recycling capacity, each jurisdiction that lacks sufficient capacity is required to submit an implementation schedule to the Department that demonstrates how it will ensure there is enough available capacity to recover the organic waste currently disposed	County	As needed	N/A; respond to County as needed
18992.2 (c)	Edible Food Recovery Capacity Planning	If a county identifies that new or expanded capacity is needed to recover the amount of edible food identified, each jurisdiction within that county that lacks capacity shall submit an implementation schedule to the Department that demonstrates how it will ensure there is enough new or expanded capacity to recover the edible food currently disposed	County	As needed	N/A; respond to County as needed
Article 12. Procurement of Recovered Organic Waste Products					
18993.1 (a) (e)	Recovered Organic Waste Product Procurement	Procure quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target. City shall comply with requirement by directly procuring recovered organic waste products or requiring, through written contract, that a direct service provider to the jurisdiction to procure recover organic waste products and provide written documentation	Member Agencies	1/1/2022; Annually	Procurement adjustments to be implemented

Section Reference	Type of Requirement	Requirement	Responsible Party	Frequency	Action Item(s)
18993.3 (b)	Recycled Paper Content Procurement	Procure paper products, and printing and writing paper, consistent with the requirements of Sections 22150-22154 of the Public Contract Code	Member Agencies	1/1/2022; Ongoing	Procurement adjustments to be implemented
18993.3 (c)	Recycled Paper Content Procurement	Require businesses from whom it purchases paper products and printing to certify in writing the minimum percentage of postconsumer paper products and printing and writing paper offered or sold to jurisdiction	Member Agencies	1/1/2022; Ongoing	Procurement adjustments to be implemented
Article 13. Reporting					
18994.1 (a)	Reporting	Report to the department a copy of ordinances adopted pursuant to this chapter and the contact information for the person responsible for compliance with the container color requirements	RecycleMore/ Member Agencies	4/1/2022	Reporting adjustments to be implemented
18994.2 (a)	Reporting	Report for the period covering the entire previous calendar year	RecycleMore/ Member Agencies	10/1/2022; 8/1/2023 and annually thereafter	Reporting adjustments to be implemented
Article 14. Enforcement Requirements					
18995.1 (a) (1) (A)	Enforcement	Have an inspection and enforcement program that is designed to ensure overall compliance with this chapter and complete a compliance review of all garbage accounts for commercial businesses that generate two cubic yards or more per week of solid waste and determine compliance, as well as conduct route reviews, and contamination requirements	RecycleMore/ Member Agencies	1/1/2022; Annually	Inspection and Enforcement Program to be implemented
18995.1 (a) (2)	Enforcement	Conduct inspection of Tier 1 commercial edible food generators and organizations and Tier 2 on or after January 1, 2024	RecycleMore/ Member Agencies	1/1/2022; 1/1/2024	Inspection and Enforcement Program to be implemented
18995.1 (a) (3)	Enforcement	Inspect, conduct route or compliance reviews when investigating a complaint	RecycleMore/ Member Agencies	1/1/2022	Inspection and Enforcement Program to be implemented
18995.1 (a) (4)	Enforcement	Provide educational material describing the applicable requirements of this chapter in response to violations	RecycleMore/ Member Agencies	1/1/2022-12/31/2023	Inspection and Enforcement Program to be implemented
18995.1 (a) (5)	Enforcement	Enforce this chapter in response to violations	RecycleMore/ Member Agencies	1/1/2024	Inspection and Enforcement Program to be implemented

Section Reference	Type of Requirement	Requirement	Responsible Party	Frequency	Action Item(s)
18995.1 (a) (6)	Enforcement	At least every five years from the date of issuance, verify through inspection that commercial businesses are meeting de minimis and physical space waivers for compliance	RecycleMore/ Member Agencies	Every 5 years	Inspection and Enforcement Program to be implemented
18995.1 (b)	Enforcement	Conduct a sufficient number of route reviews and inspections of entities described in this section to adequately determine overall compliance with this chapter	RecycleMore/ Member Agencies	Ongoing	Inspection and Enforcement Program to be implemented
18995.1 (c)	Enforcement	Generate a written or electronic record for each inspection, route review, and compliance review conducted pursuant to this chapter	RecycleMore/ Member Agencies	Ongoing	Inspection and Enforcement Program to be implemented
18995.1 (d)	Enforcement	Documentation of route reviews, compliance and inspection reviews, as well as other records of enforcement shall be maintained in the **Implementation Record**. Records will include copies of all documentation, enforcement actions, date of violation, date of compliance and educational materials	RecycleMore/ Member Agencies	Ongoing	Inspection and Enforcement Program to be implemented

Return to Agenda

SB 1383 PERFORMANCE RESPONSIBILITY
RECOMMENDED WORK PLAN
DRAFT #5

Republic Services	City	RecycleMore
Primary: Operations	**Primary: Enforcement**	**Primary: State Reporting**
1) Outreach to all generators @ current levels	1) Outreach to all generators	1) Outreach to all generators
2) Monitor all customer account service levels to identify accts for required organic service	2) Review non-compliant referrals from RSS/RS.[2]	2) Identify, provide outreach, monitor compliance activity & document recordkeeping for Edible Food Generators & Recovery Orgs.
3) Identify non-compliant accts [1]	3) Review/deny/grant Di Minimis & Inadequate Space Exemptions referred from RSS/RS.[2]	3) Monitor self-haulers
4) Issue contamination notices to non-compliant generators; after _____ days no compliance refer to City w/photos and documentation.	4) Issue violation notices to non-compliant generators referred by RSS/RS.[2, 3, 4]	4) Identify/monitor/document accts complying by alternate diversion (self-haul, back-haul).
5) Inspect/ recommend/refer Di Minimis & Inadequate Space Exemptions to City	5) Inspection of Edible Food Generators & Recovery Organizations. [3]	5) Maintain the Implementation Record for the service area.
6) Monitor, manage & document contamination; document as initial non-compliance.	7) Identify/document accts that comply by alternate diversion (self-haul, back-haul, etc) [2]	6) Prepare and submit reports as required by CalRecycle.
7) Maintain Implementation Record for the service area.	8) Monitor self-haulers [2]	
8) Conduct required Route Audits. or Conduct Annual Waste Evaluation (Characteristic) Audits.	9) Enforce non-compliant referrals from RecycleMore[4]	
9) Forward required reporting data to RecycleMoore as appropriate and required.		

[1] Non-Compliant accounts include those that do not have "required service" as identified by SB 1383

[2] These activities will most likely be delegated to the West Contra Costa Integrated Waste Management Authority via an MOU between member agencies and the Authority

[3] Parts of this activity will most likely be handled by county public health personnel

[4] The actual issuing fines/penalties will most likely be handled by City code enforcement mechanisms

Return to Agenda

CITY COUNCIL REPORT

11B

DATE: SEPTEMBER 21, 2021

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER
MARIA PICAZO, RECREATION MANAGER

SUBJECT: DISCUSSION OF THE CITY'S PARTICIPATION IN UNITED AGAINST HATE WEEK (UAHW) IN 2021 AND POSSIBLE DIRECTION TO STAFF

RECOMMENDATION

Staff recommends that the City Council discuss ways in which the City could participate in United Against Hate Week (UAHW) in 2021 and provide direction, via minute order, to City staff.

BACKGROUND

At the City Council meeting of August 17, 2021, the City Council approved a future agenda item to discuss various ways in which the City could participate in United Against Hate Week (UAHW) in 2021 and to possibly provide direction to staff.

UAHW is a campaign bringing together municipalities, school districts, and civic organizations to establish a network of support and resources so communities can respond to and prevent hate, foster inclusion, and promote equity for all. In 2017, Bay Area cities printed "united against hate" posters for residents, businesses, and government organizations to display in response to months of various hate groups protesting in Berkeley and San Francisco. The posters spread spontaneously throughout the region with each community having an individual focus behind their message. UAHW has expanded into communities and neighborhoods throughout the country.

REVIEW AND ANALYSIS

UAHW was created in direct response to the rise in hate crimes and bias incidents that pose a dangerous threat to the safety and civility of our neighborhoods. Creating inclusion and equity are vital to building healthy and resilient communities. This week of action is designed to not just raise awareness about the dangers of hate and the need for respect and civil discourse, but to help community members build stronger connections with civic leaders, businesses, and schools, so that deeper engagement can continue year-round.

There are several organizations that promote UAHW. However, “Not in Our Town/The Working Group”, is a local non-profit organization, based in Oakland promoting United Against Hate in the Bay Area. By participating in the campaign, the City will make a commitment to make everyone feel safe and supported, by promoting and raising awareness in inclusion and equity for all.

There are a number of ways that organizations can participate in UAHW, including the following:

- Encouraging local leaders to submit a short video in support of UAH to the campaign organizers at “Unitedagainsthateweek.org”.
- Having the governing board adopt a resolution/proclamation recognizing UAHW, which is November 14 – 20, 2021;
- Printing and distributing a community-specific united against hate poster (e.g., “Pinole Stands United Against Hate”);
- Communicating through the City’s normal channels about the UAHW resolution and poster;
- Having staff and governing board members add an email signature message stating the following “Pinole Stands United Against Hate” Countering the Rise of Hate and the “We Stand United Against Hate” image;
- Creating a newsfeed on the City’s website with links to United Against Hate website and resources;
- Requesting that the Pinole Library create a book list that includes United Against Hate themed books.

Staff recommends that the City Council consider various forms of participation in UAHW and provide direction to staff.

FISCAL IMPACT

The estimated cost to print posters and a banner and for staff to distribute the posters and hang the banner is estimated to be $1,500.

ATTACHMENT

None