

**MEMORANDUM OF UNDERSTANDING FOR CY 2011  
FULL & PART-TIME GENERAL EMPLOYEES  
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**Chapter 1**  
**DEFINITIONS**

Sec. 1-1. Definitions. (See City Code Sec. 2-20.01.)

As used in this document, the following terms shall have the meaning indicated:

- A. CITY - means the City of Santa Maria, a municipal corporation, and where appropriate herein, according to the content, "City" refers to the City Council, the governing body of said City.
- B. CITY MANAGER - means the City Manager of the City of Santa Maria or his/her designated representative.
- C. COUNCIL - means the City Council, the governing body of the City of Santa Maria.
- D. DAY - means unless otherwise indicated, an eight (8) hour work day.  
(FT-MOU 12-25-04)
- E. EMPLOYEE - means all budgeted 32 hour per week part-time (PT32) and 40 hour per week full-time (FT) City of Santa Maria personnel except those covered by the police, fire management or limited service salary groups all of whom are identified in the City's resolution regarding employer-employee relations.
- F. EMPLOYEES' UNION - means the Service Employees International Union (SEIU) LOCAL 620, AFL-CIO - CLC.
- G. GRIEVANCE - except as otherwise excluded, a "grievance" is a written allegation by an employee, claiming violation(s) of the specific express terms of the MOU or written rule or regulation for which there is no other specific method of review provided by City law.
- H. GRIEVANT - a grievant is an employee or group of employees claiming to be adversely affected by an act or omission of the employer or the union.
- I. MANAGEMENT - means the City Manager and/or his/her assistants and the department heads of the City of Santa Maria.
- J. MANAGEMENT PERSONNEL - see Sec. 7-5 of this document.
- K. MANAGEMENT REPRESENTATIVES - means the City Manager of the City of Santa Maria and/or those to whom s/he has delegated the duties and responsibilities set forth in the City Council's resolution regarding employer-employee relations.

Sec. 1-1. Definitions. (con't).

- L. MEMORANDUM - means the currently effective provisions of any Memorandum of Understanding made and entered into by and between the City of Santa Maria and the majority representative of all City personnel except those covered by the police, fire or management areas, all of whom are identified in the City's resolution regarding employer-employee relations.
  
- M. REGULAR – means an appointment to a full-time or part-time position after satisfactory completion of a probationary period.

## Chapter 2

### RECOGNITION AND IMPLEMENTATION

#### Sec. 2-1. Recognition.

Pursuant to appropriate sections of the City's Employer-Employee Resolution and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.), the City recognizes SEIU Local 620 as the majority representative of all City employees in the General Employee Bargaining Unit, which includes all part-time (PT32) and full-time (FT) employees.

#### Sec. 2-2. Implementation.

This memorandum constitutes a mutual recommendation to be jointly submitted to the Council. It is agreed that this memorandum shall not be binding upon the parties either in whole or in part, unless and until the Council:

- A. Acts, by majority vote, formally to approve the memorandum; and
- B. Enacts amendments to all City ordinances required to implement the provisions set forth.

#### Sec. 2-3. Term

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on **December 30, 2011**. All payroll-related activities, not otherwise defined in this MOU, shall remain on a payroll-year basis.

#### Sec. 2-4. Payroll Deduction.

It is understood and agreed that SEIU has the right to payroll deduction of membership dues and insurance premiums, pursuant to Chapters 5 and 7 of this MOU. Such deductions shall be made bi-weekly and forwarded to the SEIU office. SEIU agrees to hold the City of Santa Maria harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of the actions taken by the City of Santa Maria in connection with the deduction of dues and insurance premiums or coverage.

(FT-MOU 12-25-04)

The union hereby certifies that its present amount of membership dues has been fixed pursuant to the constitution and by-laws of the union. In the event that the amount of its dues is hereafter changed, such change shall be provided in writing to the City thirty (30) days prior to any change in dues deductions with the proper authorization for the dues increase.

(FT-MOU 01-01-82)

#### Sec. 2-5. Full Understanding.

SEIU and the City agree that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present

Sec. 2-5. Full Understanding (con't).

document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

(FT-MOU 01-01-82)

Sec. 2-6. Waiver of Appeal.

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

(FT-MOU 01-01-82)

Sec. 2-7. Current Changes in Terms and Conditions.

It is understood and the parties agree that the only changes in terms and conditions of employment intended at this time are those specifically provided herein.

(FT-MOU 01-01-82)

Sec. 2-8. Future Changes in Terms and Conditions.

It is understood and the parties agree that for the term of this agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "Meet and Confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law as defined in Section 3505 of the California Government Code.

(FT-MOU 01-01-82)

## Chapter 3

### SALARIES

#### Sec. 3-1. Salaries.

#### Sec. 3-2. Equity Adjustments.

Equity adjustments will be provided for the following classifications:

#### Sec. 3-3. Bilingual Pay.

This differential shall only be paid to those employees who are required by the department head to use both English and Spanish in communicating with the general public while performing the duties of his/her position.

The Human Resources Office will test for the skill level required. It is agreed that the City reserves the right to add eligible classifications to the below list after placing the Union on notice.

For Full-Time (FT) employees, the Eligible classifications are as follows:

|  |  |
|--|--|
| Account Clerk I                        | Planner I/II/III                           |
| Building Inspector I                   | Police Records Technicians I/II/Detectives |
| Building Permit Technician             | <b>Police Records Supervisor</b>           |
| CAD Technician                         | Property/Evidence Clerk                    |
| <b>Chief</b> Building Inspector        | Public Works Inspector                     |
| Code Compliance Officer I/II           | <b>Recreation Coordinator</b>              |
| Code Compliance Supervisor             | Recreation Technician                      |
| Customer Service Clerk                 | <b>Regulatory Compliance Specialist</b>    |
| Customer Service Representative        | <b>Regulatory Compliance Supervisor</b>    |
| Crew Leader/Maintenance Specialist     | Secretary                                  |
| Crime Prevention Technician            | Senior Code Compliance Officer             |
| Engineering Tech II/III                | Senior Park Services Officer               |
| Finance Clerk I/II                     | <b>Senior Police Records Technician</b>    |
| <b>Grant Specialist</b>                | Solid Waste Equipment Operator             |
| Landfill Heavy Equipment Operator      | Solid Waste Equipment Lead Operator        |
| Landfill Heavy Equipment Lead Operator | Utilities Project Coordinator              |
| Librarian I/II                         | Water Conservation Specialist              |
| Library Assistant I/II                 | <b>Water Distribution Supervisor</b>       |
| Maintenance Worker II                  | Water Meter Reader                         |
| Office Assistant I/II                  | <b>Water Systems Operator I/II</b>         |
| Park Services Officer II               | Word Processor                             |
| Plans Examiner                         |  |

The City agrees to pay eligible employee who demonstrates appropriate skills in both speaking and understanding the Spanish language, at a basic level, a \$45 per month salary differential above his/her regular scheduled salary, within the individual's designated classification. Eligible employees who demonstrate Spanish speaking skills at an advanced level shall receive \$90 per month salary differential. The City agrees to a third level of differential (\$100 month) for the purposes of extensive written translations of Spanish to English on a regular and frequent basis.

Sec. 3-3. Bilingual Pay (con't).

For Part-Time (PT32) Employees:

Eligible classifications are as follows:

|                                |                             |
|--------------------------------|-----------------------------|
| Account Clerk Aide             | Library Technical Assistant |
| Clerk II                       | Park Services Officer       |
| Community Outreach Coordinator | Program Coordinator         |
| Facility Specialist II         | Senior Library Page         |
| Facility Specialist III        | Staff Assistant             |
| <b>Laborer III</b>             |                             |

Any eligible employee who demonstrates appropriate skills in both speaking and understanding the Spanish language, at a basic level, shall receive a \$30 per month salary differential above his/her regular scheduled salary, within the individual's designated classification. Eligible employees who demonstrate Spanish speaking skills at an advanced level shall receive \$60 per month salary differential.

(MOU 01-18-11)

**ARTICLE II. HOURS OF WORK AND SPECIAL PAY PROVISIONS.**

Sec. 3-9. Standby.

This section shall not be applicable to part-time (PT32) employees.

Employees assigned by management to be on standby shall be compensated for standby duty (as opposed to "on call status" assigned by the Court or District Attorney referenced in Section 3-11 "Overtime" above) at the rate of \$3.00 per hour for each hour required to be on said standby, except that no payment shall be paid if the employee fails to respond when called in.

(FT-MOU 12-16-03)

Standby duty requires that employees are to:

1. Be ready and take immediate steps to respond within a reasonable time to calls for their service;
2. Be readily available and reachable by telephone or paging device;
3. Remain within a 30 mile radius of the City; and
4. Refrain from activities which might impair their ability to perform their assigned duties.

Sec. 3-9. Standby (con't).

Employees shall, when called to active duty while on standby, be compensated for such active duty at the rate of time and one-half their regular rate of pay pursuant to MOU Section 3-11 Overtime. Work time for an employee called to active duty while on standby status shall begin at the time the employee is notified and shall continue until the employee stops work. However, when the employee is entitled to call back pay, the employee will not continue to receive standby pay as the employee shall not be compensated for both call back pay and standby pay simultaneously. On occasions when an employee is called back and completes his/her assignment and leaves work, and is then called back again, s/he will not receive another minimum if the return is within the original minimum.

An employee may exchange (trade) all or any portion of a standby duty assignment in a manner consistent with departmental policy, provided that the replacement is a qualified employee. To assure that replacements are qualified employees, it is required that all standby duty exchanges follow procedures set forth in the Department's Operating Policies and Procedures. Outstanding standby duty exchange paybacks are the responsibility of the individuals involved. Standby duty exchanges are not considered "hours worked" and therefore, do not have to be paid back.

"Traded" scheduled standby duty assignments will be "traded" in one-week increments unless otherwise provided for in departmental policy. Employees "trading" scheduled standby duty assignments must have either the appropriate supervisor's or manager's approval and must provide them with notice of said trade at least forty-eight (48) hours prior to the affected assignments. Standby duty compensation will be paid to the employee accepting the traded one-week assignment. Although management will not unreasonably deny such requests, management does retain its rights (under Section 7-9 of this MOU regarding Management Rights and Responsibilities) to administer this program.

Notice shall be on a written form acceptable to management which: identifies both employees; specifies the name of the eligible unit employee responsible for the duty; and bears the dated signatures of both employees involved in the trade. **Unless otherwise authorized by management,** under no circumstance may the same scheduled duty assignment under this section be "traded" more than once. And under no circumstance, unless with the approval of the appropriate supervisor or manager, will an employee "trade" all of their assigned scheduled standby duty and not have to be on standby during a six month period.

(MOU 01-18-11)

An employee who owes standby duty exchange time to another employee shall work for the other employee, and will not be allowed to "pay" it back.

(FT-MOU 12-25-04)

Sec. 3-10. Unauthorized Absence - Automatic Termination.

Any employee absent from his/her position for more than three (3) working days, without notification or prior permission of his/her department head, may be considered to have automatically terminated his/her employment with the City. Such termination may be appealed upon the return of the employee and a final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission.

(MOU 01-01-73)

Sec. 3-11. Overtime. (See City Code Sec. 2-20.17. and CAM 76-7.)

The employer shall give employees a minimum of a four working day notice on any reduction of a work schedule.

Incidental overtime is not compensable and may not be credited as overtime. The City compensates employees for overtime based on quarter hour increments. Any time worked in less than half of a quarter hour (e.g. 7½ minutes) will be considered de minimus time and will not be compensated, and any time above half of a quarter hour will be rounded up to a quarter hour. Prior authorization for overtime worked is required except in cases of emergency when a supervisor is not available in person or by telephone and/or radio communications.

For Full-Time (FT) Employees:

The employee may schedule compensatory time off with the approval of the department head for any compensatory time earned.

The employee shall be paid for accumulated compensatory time when terminating employment with the City.

For employees that are in a forty (40) hour paid status, emergency service call back time will be a minimum of two hours paid at time and one-half comp time or cash at the employer's option. Emergency service call back time between the hours of 12:01 a.m. and 4:59 a.m. will be a minimum of three hours paid at time and one-half comp time or cash at the employer's option.

Sick leave, vacation, comp time, **MTO** and holidays in the work period shall constitute hours worked for the purposes of calculating overtime.

(MOU 01-18-11)

City agrees to provide either two hours overtime compensation or a helper whenever Solid Waste Division employees operating front loaders must pick up on a double day following a holiday.

Sec. 3-11. Overtime. (con't).

The City agrees to provide off-duty employees who are placed on an "on-call" status by the court or District Attorney for work-related purposes two (2) hours of straight pay for being on-call between the hours of 8:00 AM and 12:00 PM, and two (2) hours of straight pay between the hours of 12:00 PM and 5:00 PM. In the case where the on-call status is interrupted by actually being called to court, the amount of on-call time that has elapsed will be compensated at the straight time and the one and one-half times standard court time will commence with the two hour minimum beginning with the employee's court appearance.

All time worked over forty (40) hours per week shall be paid at time and one-half in comp time or cash at the employer's option.

(FT-MOU 01-03-98)

The maximum accumulation of compensatory time shall be one hundred (100) hours.

(MOU 11-03-09)

For Part-Time (PT32) Employees:

For employees that are in a thirty-two (32) hour paid status, emergency service call back time in excess of forty (40) hours will be a minimum of two hours paid at time and one-half. Emergency service call back time between the hours of 12:01 a.m. and 4:59 a.m. will be a minimum of three hours paid at time and one-half.

(Sideletter 06-29-10)

Personal leave, and holidays in the work period shall constitute hours worked for the purposes of calculating overtime.

The City agrees to provide off-duty employees who are placed on an "on-call" status by the court or District Attorney for work-related purposes two (2) hours of straight pay for being on-call between the hours of 8:00 AM and 12:00 PM, and two (2) hours of straight pay between the hours of 12:00 PM and 5:00 PM. In the case where the on-call status is interrupted by actually being called to court, the amount of on-call time that has elapsed will be compensated at the straight time and the one and one-half times standard court time will commence with the two hour minimum beginning with the employee's court appearance.

All time worked over forty (40) hours per week shall be paid at time and one-half.

Sec. 3-12. Emergency Work Response.

All City employees are responsible for responding to work upon call at all times outside the regular work week for response in times of national emergency, civil disorder or a disaster, or during times when the health, welfare and safety of the public may be in jeopardy, and to be compensated for the extra work.

(FT-MOU 01-01-79)

Refuse will not be collected as Solid Waste Division employees will recognize the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

(FT-MOU 01-01-77)

The Solid Waste Landfill will be closed to business on Memorial Day.

Sec. 3-13. Holidays. (See City Code Sec. 2-20.20. and CAM 78-2.)

For Full-Time (FT) Employees:

The City will recognize **seven (7)** (eight (8) hour) holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas.

**Except for solid waste field employees (Account Clerks – Scale House, Field Mechanic, Landfill Heavy Equipment Operators [including Lead and Operator II], Maintenance Workers, Solid Waste Equipment Operators [including Lead Operator]) and Park Services Officer II's, all other employees will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), five (5) additional days (forty [40] hours) of floating holiday time on the first payroll period in the calendar year to be scheduled off by formal request of each individual employee with the approval of the department head.**

(Sideletter 02-01-11)

**Solid waste field employees (Account Clerks – Scale House, Field Mechanic, Landfill Heavy Equipment Operators [including Lead and Operator II], Maintenance Workers, and Solid Waste Equipment Operators [including Lead Operator]) will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), two (2) additional days (sixteen [16] hours) of floating holiday time on the first payroll period in the calendar year to be scheduled off by formal request of each individual employee with the approval of the department head.**

(MOU 01-18-11)

Effective the first week of each payroll year, employees are eligible to cash-out or sell-back up to **a maximum of** forty (40) hours of floating holiday time on one occasion anytime during the calendar year (before the final calendar year payroll period). Any floating holiday hours remaining on the books at the end of the final payroll period of the calendar year will automatically be cashed out and included in the last payroll check of the calendar year.

Sec. 3-13 Holidays. (See City Code Sec. 2-20.20 and CAM 78-2.) (con't).

In addition to the time worked on a fixed scheduled holiday, with the exception of the aforementioned group of employees in the solid waste and park service officer program areas, all other employees will be paid at time and one-half in comp time or cash at the employer's option, resulting in a total of double time and one half.

For Part-Time (PT32) Employees:

The City will recognize **seven (7)** (six (6) hour) holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Employees will be eligible to receive, on a pro-rated basis (**rounded to the nearest half-hour**), four additional days (twenty-four hours) of floating holiday time on the first payroll period in the calendar year to be scheduled off by formal request of each individual employee with the approval of the department head.

(MOU 01-18-11)

Effective the first week of each payroll year, employees are eligible to cash-out or sell-back up to twenty-four (24) hours floating holiday by request on one occasion anytime during the calendar year (before the final calendar year payroll period). Any floating holiday hours remaining on the books at the end of the final payroll period of the calendar year will automatically be cashed out and included in the last payroll check of the calendar year.

(MOU 11-03-09)

Sec. 3-14. Closing of City Offices.

All City offices and departments whose continuous functioning is not essential to the public welfare shall be closed to the public on every Saturday, every Sunday, and every holiday which is City designated. If, however, a department head determines that the functioning of said department is necessary on any such days in order to avoid unreasonable inconvenience to the public, said department head may direct that such department remain open with only such personnel present as s/he finds necessary.

(Resolution No. 3112, FT-MOU 01-01-71)

Sec. 3-15. Break Periods. (CAM 76-2.)

Field employees shall not use City vehicles unless herein provided to leave the work site during breaks and lunch periods. City vehicles shall not be used at any time for personal transportation except when restroom facilities are not at the work site and the employees need their use. A City vehicle may be used by one employee to go to a food establishment to pick up and take out food during breaks and lunch only with the approval of the supervisor.

Field employees are defined as those persons within the Divisions of Parks, Building Maintenance, Engineering (survey crews and inspectors), Streets, Solid Waste, and Water who normally perform work functions out in the field and are covered by the unpaid 30-minute lunch period.

Sec. 3-15. Break Periods. (CAM 76-2.) (con't).

Employees working shift work shall be provided the appropriate number of breaks for extended shifts: four additional hours of extended shift work shall entitle an employee to one additional 15 minute break; six additional hours of extended shift work shall entitle an employee to the break described above and employees normal length unpaid lunch period; and eight additional hours of extended shift work shall entitle an employee to the breaks described above and a second 15 minute break. In emergency situations, management reserves the right to require on-duty personnel to return to duty assignments from break periods.

There shall be two fifteen minute break periods per regular eight hour shift. Insofar as practicable, the fifteen minute period shall commence in the middle of each four hour work period and shall begin when work stops at the work site and work shall begin fifteen minutes later at the work site. For work periods more than five hours in a day but less than eight hours in a day, there should be no fifteen minute break period, refer to Section 3-16.

Sec. 3-16. Lunch Period. (See CAM 76-2.)

The duration of the lunch period shall be when work stops at the work site and end when work resumes at the work site.

The normal lunch period for those personnel who work at a specific work site on a regular basis, excluding **Landfill and Wastewater Treatment Plant** personnel, shall be one hour. Those employees who do not have a specific work site assignment (i.e., field employees) or those who work less than a regular eight hour day and more than a five hour day **shall** have a minimum thirty-minute unpaid lunch period. Field employees are defined as those individuals who normally perform City-authorized field maintenance, inspection, and survey operations within the Departments of Public Works and Utilities, Divisions of: Street, Engineering, Fleet Services, Building Maintenance, and Solid Waste, Water, and the Parks Division. Insofar as practicable, the lunch period shall commence in the middle of each work day.

(MOU 01-18-11)

Sec. 3-17. Clean Up Time.

Clean up time for personal appearance shall be done after the regular work schedule on the employee's own time.

(FT-MOU 01-01-72)

Sec. 3-18. Move Up Pay.

This section shall not be applicable to part-time (PT32) employees.

A five percent (5%) differential in salary shall be allowed for those employees who may be required to perform duties above their classification for ten consecutive working days or Step A, if it is higher, of the classification the employee is working at, may be paid assuming the employee is fully qualified to fill that position. If the employee is not fully qualified, the five percent differential shall be paid.

The employee working in a higher classification shall be compensated back to and including the first day that s/he works in the higher classification. An employee who volunteers for such assignment shall receive no increase in salary if s/he is volunteering for training purposes.

Employees that are assigned to work and actually perform duties above their classification for an entire two consecutive work weeks (eighty hours), will be entitled to receive a salary differential in accordance with this section. During a two-week work period in which a fixed holiday falls, the holiday will be recognized as time worked. In addition, if an employee is assigned to work in a higher job classification, the employee shall remain in that assignment for the term of the vacancy or a minimum of eighty holiday and productive (non-overtime) hours combined, whichever is less. Management shall not rotate assignments among employees to avoid payment of minimum move up pay.

(FT-MOU 12-25-04)

Employees are not to perform duties above their classification unless assigned by the employee's supervisor. The parties agree that no employee shall be assigned to perform the duties of a higher level classification unless and until a formal declaration is made by the employee's supervisor.

(FT-MOU 01-01-92)

Effective December 20, 2008, the waiting period for move-up pay will be reduced from an entire two consecutive work weeks (eighty hours) down to an entire work week (forty hours). Furthermore, if an employee is assigned to work in a higher job classification, the employee shall remain in that assignment for the term of the vacancy or a minimum of forty holiday and productive (non-overtime) hours combined, whichever is less.

Sec. 3-19. Shift Differential.

Weekday Shift Differential

Employees will be granted a five percent (5%) hourly differential over and above their hourly rate for an eight or more hour shift if the majority of the shift in which they actually work (four or more hours) falls between the hours of 5:00 p.m. and 8:00 a.m.

Employees actually working a shift with four or more hours between 12 midnight and 8:00 a.m., two and one-half percent (2.5%) will be added to the five percent (5%) shift differential.

Employees will only be eligible to receive shift differential when they actually work a qualifying shift. Non productive work hours (i.e. paid leave time or unpaid leave time) shall not qualify for shift differential.

Weekend Shift Differential

Employees who's regularly scheduled work week includes both Saturday and Sunday (40 hour work week for FT and 32 hour work week for PT32), shall receive a five percent (5%) shift differential for time actually worked (productive hours) during that work week).

Employees who's regularly scheduled work week does not include both Saturday and Sunday (40 hour work week for FT and 32 hour work week for PT32), shall not be eligible for weekend shift differential.

Employees will only be eligible to receive shift differential when they actually work a qualifying shift. Non productive work hours (i.e. paid leave time or unpaid leave time) shall not qualify for shift differential.

Sec. 3-20. Educational Incentive Pay. (see CAM 76-4.)

All new employees hire after January 5, 2010, shall be eligible to receive the following education incentive pay according to CAM 76-4 when said education is in addition to the regular requirements of the job specification and is work-related:

AA Degree = 2½%                      BA Degree = 5%                      MA Degree = 5%

An employee may not receive more than a five percent (5%) total for education incentive and employees hired prior to January 5, 2010 shall be eligible to participate under the provisions of the previous educational incentive program in place prior to January 5, 2010.

(Sideletter 01-11-10)

For Full-Time (FT) Employees:

Upon the approval of the City Manager, educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specifications and is work-related. An employee may not receive more than a five percent (5%) increase.

Sec. 3-20. Educational Incentive (con't).

60 recognized college classroom units or equivalent = 2-1/2%  
BA Degree = 5%  
MA Degree = 5%

Educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specifications for Wastewater Treatment Plant Operators, Wastewater Treatment Plant Supervisors, Wastewater Plant Chemist, and Wastewater Plant Source Inspectors. For the classifications listed above, those employees who achieve certification above the requirements contained in the job specification for that position will be eligible for 2.5% incentive pay for each certificate achieved. An employee may not receive more than a maximum total of 5% educational pay from all sources.

Educational incentive pay shall be paid in addition to regular pay when education is in addition to the requirements of the job specifications for Water Distribution Supervisor, Water System Operator I, and Water System Operator II. For the classifications listed above, those employees who achieve certification above the requirements contained in the job specifications for the above stated position will be eligible for 2.5% incentive pay for each certification achieved. An employee may not receive more than a maximum total of 5% educational pay from all sources.

(FT-MOU 11-03-09)

Upon approval of the City Manager, educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specification for Building Permit Technicians. Building Permit Technicians who have three years experience with a public sector permitting agency performing permit fee calculations,

reading blueprints of minor construction projects, and are conversant with the International Building Code and who have completed a three unit semester International Building Code course with a passing grade of "C" or better, are eligible for 2.5% incentive pay. Building Permit Technicians who are eligible to receive the 2.5% incentive pay and have five years experience and have obtained their ICBO or International Code Council (ICC) Building Permit Technician Certification will be eligible for 5% incentive pay. An employee may not receive more than a maximum total of 5% education pay from all sources.

Educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specification for Code Compliance Officer, Building Inspector or Plans Examiner. Code Compliance Officers, Building Inspectors or Plans Examiners who have two ICBO, ICC or IAPMO certifications (in plumbing, mechanical, electrical, building or plan examiner) plus two years experience as a Code Compliance Officer, Building Inspector or Plans Examiner with the City of Santa Maria shall be entitled to receive 2.5% incentive pay. Code Compliance Officers, Building Inspectors or Plans Examiners who have four ICBO, ICC or IAPMO

Sec. 3-20. Educational Incentive (con't).

certifications or combination certifications (in plumbing, mechanical, electrical, building or plan examiner) plus four years experience as a Code Compliance Officer, Building Inspector or Plans Examiner with the City of Santa Maria shall be entitled to receive 5% incentive pay. To retain the incentive pay, each certificate holder must pass a re-examination every three years, as the new codes are published.

The City agrees to extend a 2.5% educational incentive pay benefit to one employee in the Parks Division and one employee in Public Works that has a Qualified Applicators Certificate. It is agreed that the process to decide on who is eligible to receive the 2.5% incentive pay will be developed through the Labor/Management process.

For Part-Time (PT32) Employees:

Upon the approval of the City Manager, employees will be eligible for educational incentive pay in addition to regular pay when education is in addition to the regular requirements of the job specifications and is work-related. An employee may not receive more than a five percent (5%) increase.

60 recognized college classroom units or equivalent = 2-1/2%

BA Degree = 5%

MA Degree = 5%

Sec. 3-21. Educational Tuition Reimbursement.

All employees are eligible for tuition and book reimbursement of approved job-related courses up to 50% of the total cost if a grade of "C" or better is obtained.

The maximum amount of tuition reimbursement in any calendar year will be \$500.

(FT-MOU 12-25-04)

Sec. 3-22. Payroll Step Plan. (City Code Sec. 2-20.06 & CAM 72-6)

For Full-Time (FT) Employees:

After satisfactory completion of a new hire probationary period (26 completed pay periods), step increases shall be based upon satisfactory performance in the prior step, and shall become effective on the employee's anniversary, absent documented performance reasons for denial.

(FT-MOU 12-25-04)

For Part-Time (PT32) Employees:

After satisfactory completion of a new hire probationary period (26 completed pay periods), step increases for part-time employees shall be based upon satisfactory performance and completion of 1,664 hours in the prior step, and shall become effective on the employee's anniversary, absent documented performance reasons for denial.

Sec. 3-23. "Y" Rate.

Performance-related "Y" rating shall be when an employee who is not performing up to the acceptable standards set for his/her job may be "Y" rated, so that s/he would not receive their next salary range step increase, and shall have any educational incentive and cash-out privileges suspended during their "Y" rating period. If and when his/her performance comes up to the standard level, s/he would then have the "Y" rating removed.

(FT-MOU 12-25-04)  
(Resolution No. 3112, 01-01-71)

Sec. 3-24. Payroll and Pay Period.

The City will provide a bi-weekly pay program which provides for pay and the deposit every other Friday and provides for the employee's check to be automatically deposited in local banks, savings and loan, or credit unions chosen by the employee. Employees' checks will be deposited with the appropriate bank, etc., by noon of the payday.

Sec. 3-25. Mandatory Time Off (MTO) Program.

Purpose: The intent of the Mandatory Time Off (MTO) Program is to save salary costs during the **2011** calendar year. All employees shall participate in the MTO Program. In recognition of **providing additional days off during the calendar year**, a negative premium shall be charged to the employees' base salary.

General Guidelines: To avoid fluctuations in employees' bi-weekly pay, the negative premium will be charged evenly over the MTO Program (each pay period) and will result in each MTO day taken being paid.

Because the intent of the MTO program is to save salary costs, any bank of MTO hours (if applicable) will only be valid from **January 1, 2011** through **December 16, 2011**. **MTO bank hours shall only be used to compensate for time-off to equal forty (40) hours in a work week for full-time employees and thirty-two (32) hours in a work week for part-time employees.** No MTO bank hours will be accumulated or rolled over into the 2012 calendar year and all unused MTO hours will automatically expire and be erased from the books on **December 16, 2011**. For employees separating service or starting during the payroll calendar year, MTO bank hours will be pro-rated (to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more MTO bank hours than the pro-rated amount for the payroll year, the excess MTO hours used will be deducted from the employee's final pay check. MTO Bank hours are a "use it or lose it" benefit and no unused MTO bank hours will be cashed out.

With the exception of solid waste employees, employees that receive a bank of MTO hours are to use accrued MTO hours prior to using any of the following applicable leave hours: vacation, compensatory time, floating holiday or personal leave. However, during the 2011 calendar year, in those rare occurrences where a full-time employee's accumulated vacation accruals reach 336 hours and a part-time employee's

Sec. 3-25. Mandatory Time Off (MTO) Program (con't).

accumulated personal leave accruals reach 256 hours, an exception will be made to provide the employee with the option of using accrued vacation or personal leave hours (whichever is applicable) prior to using MTO hours. City Management and the employee shall mutually work together for approval of properly requested pre-scheduled MTO days in order to give reasonable advance notice to employees and to insure appropriate staff coverage. Department heads will not unreasonably deny proper timely employee requests for use of accrued MTO hours, but may exercise reasonable discretion in denying a request based on determination of feasibility. Furthermore, unless otherwise indicated, Solid Waste Collections employees will use **forty (40) hours** of their MTO bank hours **in a one week increment, as indicated on the master calendar compiled by the Solid Waste Manager. The remaining sixteen (16) hours must be used in eight (8) hour increments and only on Tuesdays, Wednesdays or Thursdays. Solid Waste Collections employees with the highest seniority will be given first preference on scheduled time off and all scheduled time off must be pre-approved by the department head and/or his designee.**

Employees shall not work any additional hours beyond those regularly scheduled (i.e., **full-time employees may not work more than 32 hours** when assigned a standard 8-5 forty-hour work schedule) during the week in which an MTO day occurs, without prior written authorization of their department head **and/or his designee. Since the purpose of the MTO Program is operational savings, pre-authorized overtime should be an exception.**

If any employees are called to work on an MTO day by City Management, the time shall be considered emergency call back and shall be paid at time-and-one-half in cash for the duration of the call back assignment.

If a full-time employee works other than an 8-hour day on a regularly scheduled basis or a 6-hour day in the case of a part-time employee, s/he will be charged either eight (8) hours of MTO (for full-time employees) or six (6) hours of MTO (for part-time employees) **on an MTO day** and have the option of using vacation, compensatory time, floating holiday, personal leave time (if applicable) or their bank of MTO hours (if applicable) to cover the remaining hours in an MTO day.

Credit toward sick leave, vacation and other benefit calculations (such as move-up pay) that are based on time-in-service will continue to be earned as participation in the MTO Program shall not count as a break in service and shall not affect seniority. Probationary periods shall not be affected for MTO time used.

Employees shall continue to make his/her same **pre MTO Program** contributions to all employee benefits, such as retirement and dependent health premiums (if applicable).

Employees may continue to request approval to participate in the Voluntary Time Off (VTO) Program, as outlined in **current** CAM 1993-01, if they so choose.

Sec. 3-25. Mandatory Time Off (MTO) Program (con't).

This MTO Program will sunset on December **30, 2011**.

The City recognizes the concessions made by SEIU Local 620 in this contract and intends to implement concessions of **at least** four percent (4%) to five percent (5%) with all other groups of employees (represented or not) during the 2011 payroll calendar year.

(MOU 01-18-11)

City-Wide MTO Program **provisions** (excluding certain Solid Waste employees, **certain Water Resources employees, certain Police Department employees, certain part-time Library employees, and Park Services Officers**): The following MTO Program shall be implemented during 2011 and shall be applicable to all full-time and part-time employees with the exception of solid waste field employees (Account Clerks – Scale House, Field Mechanic, Laborer III's, Landfill Heavy Equipment Operators [including Lead and Operator II], Maintenance Workers, Solid Waste Equipment Operators [including Lead Operator]), certain Water Resources field employees, Police Records Personnel (Police Records Supervisor, Police Records Technicians [I, II, Detectives, and Senior]), Property and Evidence Clerks, part-time Clerk II's assigned to branch libraries and Park Services Officers.

From **January 1, 2011** through December **30, 2011**, all employees (except for the above excluded classifications) will not work on thirteen (13) eight-hour MTO days. In recognition of having these thirteen (13) days off, employees shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period, and will not work on the following MTO days:

- January **21**
- February **18**
- March **18**
- April **15**
- May **20**
- June **17**
- July **15**
- August **19**
- September **16**
- October **21**
- November 11 (Veterans' Day)
- November **18**
- December **16**

(MOU 01-18-11)

Unless otherwise indicated, all City facilities (except certain City recreational facilities, park restrooms [for public health reasons] and the City Landfill) shall be closed for business on the above identified thirteen (13) days during the term of this agreement.

Sec. 3-25. Mandatory Time Off (MTO) Program (con't).

For employees who work other than a Monday-Friday schedule, if a scheduled MTO day falls on an employee's regularly scheduled day off, the regularly scheduled work day preceding the designated MTO day or (with the supervisor's approval) another day during the work week shall be the employee's MTO day.

For employees assigned to the Recreation and Parks Department, if a scheduled MTO day falls on either an employee's regularly scheduled day off or the day of/before a City-sponsored Special Event, (with the supervisor's approval) the proceeding Monday (in the MTO work week) shall be recognized as the employee's MTO day.

Full-Time Solid Waste Landfill (Field) Personnel

From **January 1, 2011** through **December 30, 2011**, full-time solid waste field employees assigned to the landfill (Account Clerks–Scale House, Field Mechanic, Landfill Heavy Equipment Operators [including Lead and Operator II], and Maintenance Workers will not work **on** the following **twelve (12)** eight-hour MTO days. In recognition of having MTO days off, employees shall have a **two point eight percent (2.8%)** negative premium charged to their base salary pay rate per payroll period. The following are the MTO days that the landfill will be closed:

- **January 23 (Fourth Sunday)**
- **February 20 (Third Sunday)**
- **March 20 (Third Sunday)**
- **April 10 (Second Sunday)**
- **May 8 (Second Sunday in May)**
- **June 19 (Third Sunday)**
- **July 17 (Third Sunday)**
- **August 21 (Third Sunday)**
- **September 18 (Third Sunday)**
- **October 16 (Third Sunday)**
- **November 13 (Second Sunday in November)**
- **December 11 (Second Sunday in December)**

**In addition to the above MTO days, pursuant to Exhibit A, the following employees will receive, on a pro-rated basis, a bank of MTO hours, on the first payroll period in the payroll calendar year, to be scheduled off by formal request with the approval of the department head and/or his designee:**

**Because not all of the employees are scheduled to work the above designated MTO days, the below employees shall be afforded the following pro-rated bank of MTO hours:**

Sec. 3-25. Mandatory Time Off (MTO) Program (con't).

**Landfill Heavy Equipment Operators:** thirty-two (32) MTO hrs  
**Lead Landfill Heavy Equipment Operator, Landfill Heavy Equipment Operator II, and the Field Mechanic:** fifty-six (56) MTO hrs

**Account Clerks – Scale House & Maintenance Worker I's:** For those scheduled to work four (4) MTO Sundays, they will receive a pro-rated bank of twenty-four (24) MTO hours. For those scheduled to work six (6) MTO Sundays, they will receive a pro-rated bank of eight (8) MTO hours.

(Sideletter 02-01-11)

For employees who work other than a Monday-Friday schedule, if a scheduled MTO day falls on an employee's regularly scheduled day off, the regularly scheduled work day preceding the designated MTO day or (with the supervisor's approval) another day during the work week shall be **designated as** the employee's MTO day.

Part-time Solid Waste Landfill (Field) Personnel

From **January 1, 2011** through **December 30, 2011**, part-time Laborer III's assigned to the landfill will **not work on six (6) MTO Sundays. In recognition of having six MTO days off, Laborer III's shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period. In addition to the above MTO days, pursuant to Exhibit A, Laborer III's will receive, on a pro-rated basis, a bank of forty-eight (48) MTO hours to be scheduled off by formal request by each employee with the approval of the department head and/or his designee.**

(Sideletter 02-01-11)

Solid Waste Collections Personnel

From **January 1, 2011** through **December 30, 2011**, full-time employees assigned to solid waste collections (i.e. Maintenance Workers, Solid Waste Equipment Operators and the Solid Waste Equipment Lead Operator) **will receive, on a pro-rated basis, a bank of fifty-six (56) MTO hours, on the first payroll period in the payroll calendar year, to be scheduled off by formal request by each employee with the approval of the department head and/or his designee. In recognition of having this bank of fifty-six (56) MTO hours, the aforementioned employees shall have a two point eight percent (2.8%) negative premium charged to their base salary pay rate per payroll period.**

**Solid Waste Collections employees will use forty (40) hours of their MTO bank hours in a one week increment, as indicated on the master calendar compiled by the Solid Waste Manager. The remaining sixteen (16) hours must be used in eight (8) hour increments and only on Tuesdays, Wednesdays or Thursdays.**

(MOU 01-18-11)

Sec. 3-25. Mandatory Time Off (MTO) Program (con't).

Part-time Solid Waste Collections Personnel

From **January 1, 2011** through December **30, 2011**, part-time Laborer III's assigned to solid waste collection will receive, on a pro-rated basis, a bank of eighty-four (84) MTO hours, on the first payroll period in the payroll calendar year, to be scheduled off by formal request by each employee with the approval of the department head. In recognition of having this bank of eighty-four (84) MTO hours, Laborer III's shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period.

Full-Time Water Resources (Field) Personnel

From **January 1, 2011** through December **30, 2011**, full-time water resources field employees (as listed in Exhibit B) shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period. In recognition of this salary concession, employees will recognize thirteen (13) eight-hour MTO days off as listed on Exhibit B.

Full-Time Park Services Officer II's

From **January 1, 2011** through December **30, 2011**, Park Services Officer II's will receive, on a pro-rated basis, a bank of sixty-four (64) MTO hours, on the first payroll period in the payroll calendar year, to be scheduled off by formal request by each employee with the approval of the department head. In recognition of having this bank of sixty-four (64) MTO hours, the aforementioned employees shall have a three percent (3%) negative premium charged to their base salary pay rate per payroll period.

(MOU 01-18-11)

Part-Time Park Services Officers

From **January 1, 2011** through December **30, 2011**, part-time Park Services Officers will receive, on a pro-rated basis, a bank of eighty-four (84) MTO hours, on the first payroll period in the payroll calendar year, to be scheduled off by formal request by each employee with the approval of the department head. In recognition of having this bank of eighty-four (84) MTO hours, part-time Park Services Officers shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period.

Part-Time Clerk II's Assigned to Branch Libraries

From **January 1, 2011** through **30, 2011**, part-time Clerk II's assigned to the branch libraries shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period. In recognition of this salary concession, Clerk II's assigned to branch libraries will receive, on a pro-rated basis, a bank of eighty-four (84) MTO hours, on the first payroll period in the payroll calendar year, to be scheduled off by formal request by each employee with the approval of the department head.

(Sideletter 01-11-10)

Sec. 3-25. Mandatory Time Off (MTO) Program (con't).

Full-time Police Record Bureau Employees and Property & Evidence Clerks

From **January 1, 2011** through December **30, 2011**, full-time employees assigned to the Police Records Bureau (Police Records Supervisor, Police Records Technicians [I, II, Detectives, and Senior]) and Property & Evidence Clerks will receive, on a pro-rated basis, a bank of one hundred and four (104) MTO hours, on the first payroll period in the payroll calendar year, to be scheduled off by formal request by each employee with the approval of the department head. In recognition of having this bank of one hundred and four (104) MTO hours, said employees shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period.

Should the City Council declare a period as a time of economic hardship and the City institutes a Mandatory Time Off (MTO) program, following a meet and confer process with the Union, SEIU personnel will comply with the provisions of said program.

(FT-MOU 12-16-03)

Sec. 3-26. Alternative Workweek.

This section shall not be applicable to part-time (PT32) employees.

The City agrees to continue the 9/80 alternative work schedule in the Parks Division and the Police Records Division, and expand said pilot program in the Solid Waste Collections and Landfill areas, as well as the Water Resource area. The City also agrees to allow those employees in the Police Records Division the one-time option of choosing either the 9/80 or 5/8 schedule. Such choice will be a permanent choice unless both the employee and the City agree otherwise. If coverage becomes an issue, in an effort to keep current hours of operation consistent, employees' work schedules will be adjusted to continue current hours of operation. This will be done in reverse seniority issue.

(MOU 01-18-11)

The City also agrees to extend to Landfill personnel the opportunity to go to a 4/10 work schedule. However, should adequate coverage or staffing become an issue in these **above** areas, the City retains its right to discontinue the alternative work schedule upon notice to the union.

(MOU 01-18-11)

Employees assigned to a 9/80 alternative work-week as of December 25, 2004, will continue to be on an alternative work-week. With the exception of Water Resources Field Personnel, as of December 25, 2004, no new employees will be assigned to a 9/80 alternative work-week unless authorized by the City.

(Sideletter 01-11-10)

Sec. 3-27. (Section Intentionally Left Blank).

Sec. 3-28. (Section Intentionally Left Blank).

### ARTICLE III. VACATIONS AND SICK LEAVE.

#### Sec. 3-29. Personal Leave.

This section shall not be applicable to full-time (FT) employees.

Each part-time employee will be eligible to accrue, on a pro-rated basis, the following amount of personal leave hours on an annual basis, based on working a 32 hour workweek:

| <u>YEARS</u> | <u>EARNED</u> |
|--------------|---------------|
| 0-5          | 128 hours     |
| 6            | 140 hours     |
| 10           | 164 hours     |
| 15           | 188 hours     |
| 20           | 194 hours     |

The maximum personal leave accumulation at any one time for a part-time employee shall be 256 hours. When an employee reaches the maximum allowable personal leave credit, no additional personal leave credit shall be accrued until the personal leave balance is below the maximum. **Personal leave time shall only be used to compensate for time-off to equal thirty-two (32) hours in a work week.**

(MOU 01-18-11)

For calendar year **2011**, SEIU employees performing at an overall rating level of at least acceptable or above are eligible to cash-out or sell-back up to thirty-two (32) hours of personal leave time at straight time on one occasion anytime during the calendar year so long as they have (after said cash-out) a minimum personal leave balance of at least thirty-two (32) hours on the books. This cash-out request must be submitted by the first payroll in December of each calendar year.

Personal leave shall be generally defined as paid leave time to be used for personal time off, vacation or sick leave types of uses, or family bereavement leave. Up to five days (32 hours) per calendar year may be used for family bereavement leave charged to personal leave. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage, or by law within the third degree of consanguinity.

(MOU 11-03-09)

An employee may use up to half of their annually accrued personal leave for family illness. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage, or by law within the second degree of consanguinity.

Evidence, in the form of a physician's certificate or otherwise, may be required in determining the adequacy of reasons for any employee's absence during a time for which personal leave is requested to be taken as sick leave.

Employees promoted to full-time positions, or otherwise separate from City service shall have all personal leave time cashed-out on the effective date of such promotion or separation.

**Sec. 3-30. Vacations. (See City Code Sec. 2-20.19 and CAM 71-5.)**

This section shall not be applicable to part-time (PT32) employees.

The City agrees to modify the vacation schedule as follows:

| <u>YEARS</u> | <u>PRESENT</u> | <u>YEARS</u> | <u>PRESENT</u> |
|--------------|----------------|--------------|----------------|
| 0-5          | 10 days        | 13           | 19             |
| 6            | 12             | 14           | 20             |
| 7            | 13             | 15           | 20             |
| 8            | 14             | 16           | 20             |
| 9            | 15             | 17           | 20             |
| 10           | 16             | 18           | 20             |
| 11           | 17             | 19           | 20             |
| 12           | 18             | 20 plus      | 21             |

(FT-MOU 01-01-82)

After six months of employment, an employee shall be entitled to take all vacation accrued to him/her.

(FT-MOU 01-01-92)

The maximum amount of vacation accumulation at any one time for an employee shall be 336 hours. When an employee reaches the maximum allowable vacation credit, no additional vacation credit shall be accrued until the vacation balance is below the maximum.

Employees whose vacation balances exceeded 240 hours on December 25, 1993, had all hours over 240 placed in a separate account for their use as time off or for pay off when the employee separates from City service.

For calendar year **2011**, SEIU employees performing at an overall rating level of at least acceptable or above are eligible to cash-out or sell-back up to forty (40) hours of vacation time at straight time on one occasion anytime during the calendar year so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books. This cash-out request must be submitted by the first payroll in December of each calendar year.

(MOU 11-03-09)

The City agrees to reinstate vacation accrual rates for previous years of service for former City employees who have completed their probationary period and return to City employment.

(FT-MOU 12-25-04)

Sec. 3-31. Sick Leave. (See City Code Sec. 2-20.21.)

This section shall not be applicable to part-time (PT32) employees.

The employee may be requested to provide proof of the necessity for sick leave.  
(FT-MOU 01-01-76)

Sick leave will be granted to employees when they are incapacitated for the performance of duties by sickness, injury; or for medical, dental or optical examination or treatment.

(FT-MOU 01-01-79)

The City will make new employees eligible for sick leave as accumulated.  
(FT-MOU 01-01-82)

The City agrees to reinstate unused sick leave balances for former City employees upon receiving documented proof from the employee as to the amount of sick leave that was unused at the time of separation for said former City employees who have returned to City employment and have completed their probationary period.

(MOU 11-03-09)

The sick leave incentive program compensates employees at the rate of 50% for all accrued sick leave beyond 240 hours to a maximum of 960 hours when the employee leaves City service upon regular retirement, disability retirement, or death.

The City shall retire an employee prior to the exhaustion of sick leave in conjunction with an industrial or non-industrial injury upon a determination that the employee's condition is permanent and stationary for disability retirement purposes. The employee's unused sick leave shall be compensated pursuant to the terms of the City's sick leave incentive program as described above. These provisions are intended to contravene Government Code Section 21025.2 insofar as it provides that an employee's disability retirement will not commence until all sick leave benefits are exhausted.

(FT-MOU 12-16-03)

Sick leave accumulation shall be granted at the rate of eight hours for each pro-rated calendar month of service while on a paid status.

Up to five days (40 hours) per calendar year may be used for family bereavement leave charged to sick leave. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage, or by law within the third degree of consanguinity.

(MOU 11-03-09)

An employee may use up to half of their annually accrued sick leave for family illness. The term "family" in this subsection shall be defined as anyone related to the employee by blood, marriage, or by law within the second degree of consanguinity.

(FT-MOU 12-25-04)

## Chapter 4

### RETIREMENT

#### Sec. 4-1. Retirement.

- A. **For those unit members in the employ of the City prior to implementation of the 2% at 55 retirement benefit described in (E) below, the City agrees to provide the California Public Employees' Retirement System (CalPERS) "2.7% at 55" retirement formula based on the CalPERS single highest year (one year final compensation) retirement formula. For those full-time employees, the City shall pay the eight percent (8%) members' contribution to CalPERS and the City agrees to report to CalPERS the eight percent (8%) employer paid members contribution (EPMC) benefit as special compensation for retirement purposes for full-time employees. For those part-time employees, the City shall pay the seven percent (7%) members' contribution to CalPERS.**
- B. **The City shall also provide the CalPERS military service credit benefit. Eligible employees shall purchase said service credit at their own option.**
- C. The City will **also** provide the retirement benefit option called the "Fourth Level 1959 Survivor's Benefits," Section 21574 of the CalPERS retirement system as well as the Pre-Retirement Optional Settlement 2 Death Benefit, Section 21548.
- D. The City **will** provides the CalPERS unused sick leave conversion benefits plan. **Full-time** City employees **will** retain the option **to be** compensated at the rate of 50% for all accrued sick leave beyond 240 hours to a maximum of 960 hours when the employee leaves City service upon regular retirement, disability retirement, or death; and to convert the remaining unused sick leave to the CalPERS retirement benefits plan.
- E. **The City shall amend its California Public Employees' Retirement System (CalPERS) contract to provide the CalPERS 2% at 55 retirement benefit for those new unit members hired on or after July 1, 2011, based on the last 36 months of employment (three-year average highest compensation), and the employees shall be required to pay the entire members contribution.**

*(The City recognizes the concessions made by SEIU Local 620 in regards to a two-tiered retirement system and intends to implement two-tiered retirement systems with all other groups of employees during the 2011 payroll calendar year resulting in all new employees paying the entire members contribution of PERS and based on the last 36 months of employment [three-year average highest compensation]).*

(MOU 01-18-11)

#### Sec. 4-2. Deferred Compensation (See Section 5-3 - Post Employment Health Plan).

The City will provide a deferred compensation plan to employees.

(FT-MOU 12-25-04)

## Chapter 5

### INSURANCE

#### **Sec. 5-1. Medical, Dental, and Optical Insurance. (See City Code Sec. 2-10.01. through 2-10.07.)**

Union members [two Full-Time (FT) and one Part-Time (PT32)] will participate in a Management-chaired Citywide Health Care Committee, and shall act as representatives of the Union membership on Health Care Committee business. These individuals will be allowed release time for Health Care Committee meetings as deemed necessary by the Chairman. It is the responsibility of said members, SEIU Local 620, and said Committee to:

1. Meet as often as is reasonably necessary.
2. Monitor health care plans.
3. Make cost containment recommendations.

For Full-Time (FT) Employees:

Retired employees shall be eligible for City health insurance at employee's cost until eligible for Medicare benefits.

(FT-MOU 01-01-82)

The City agrees to pay the City's share of all employee benefits when an employee is on unpaid medical leave due to a job-related injury with the exception of mandatory deferred income payments, retirement payments, and any accrual of floating holiday, vacation, and sick leave credits. Employee must contribute his/her share of provided benefit.

All retired employees and annuitants receiving an allotment from CalPERS shall be eligible for health insurance coverage. On behalf of retired employees and annuitants, the City will pay the amount that's mandated by the California Public Employees' Medical and Hospital Care Act (PEMHCA).

A new full-time employee shall be eligible to enroll for medical insurance upon his/her first day of employment. The effective date of coverage may vary for new employees based upon required earnings/premium deductions in the month prior to the benefit commencing.

(FT-MOU 12-25-04)

Effective **December 18, 2010**, the City will contribute **the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMAHCA)** per month per employee to be used solely toward City-sponsored health benefits. **For 2011, the MEC is \$108.00 per month.**

The monthly optional health insurance contribution, regardless of the health plan chosen, shall be:

Sec. 5-1. Medical, Dental, and Optical Insurance (con't).

|                   |                 |
|-------------------|-----------------|
| Employee Only     | <b>\$387.34</b> |
| Employee plus one | <b>\$642.90</b> |
| Employee plus two | <b>\$787.96</b> |

**During the 2010-11 meet and confer process, the City agreed to slight adjustments in the City's health insurance contribution as set forth above. In making this proposal, the City also agrees that if any other employee group receives more of an increase in health insurance contributions from the City during the current meet and confer process than what was provided to SEIU, then such increase would also be afforded to SEIU.**

**However, effective December 30, 2011, the monthly optional health insurance contribution shall be adjusted back to:**

|                          |                 |
|--------------------------|-----------------|
| <b>Employee Only</b>     | <b>\$382.34</b> |
| <b>Employee plus one</b> | <b>\$632.90</b> |
| <b>Employee plus two</b> | <b>\$772.96</b> |

(MOU 01-18-11)

During the 2009 payroll calendar year, the City's monthly contribution toward health insurance was based on the net monthly premium increase(s) of the Blue Shield HMO plans. Specifically, during the 2009 payroll calendar year, the City's increased contribution was based on the City picking-up one hundred percent (100%) of the net increased monthly premium cost for the employee-only plan and eighty percent (80%) of the net increased monthly premium costs for the employee plus two and employee plus three plans (when compared to 2008 rates).

Effective December 19, 2009 (for the 2010 payroll calendar year), the above monthly City contributions toward health insurance (combined City-sponsored health benefits and optional health insurance contribution) are reflective of one hundred percent (100%) of the net increased monthly premium cost for the Blue Shield HMO employee-only plan and seventy percent (70%) of the net increased monthly premium costs for the Blue Shield HMO employee plus two and employee plus three plans (when compared to 2009 rates).

(MOU 11-03-09)

The City shall provide a pro-rated cash option to those employees who do not elect to fully use the optional health insurance contribution amount provided they are in compliance with the below stated evidence of coverage provision. If an employee is in a paid status and does not participate in the health program and elects the pro-rated cash option, the employee will receive \$393.00 on a monthly basis.

Sec. 5-1. Medical, Dental, and Optical Insurance (con't).

Evidence of major medical health insurance coverage will be required for those employees who receive the cash option and who do not elect to use the City-sponsored health benefits. These employees shall show proof of insurance and sign a form ensuring that they have other continuing major medical health insurance coverage.

(MOU 11-03-09)

For Part-Time (PT32) Employees:

All new part-time employees shall be eligible to enroll for medical insurance upon his/her first day of employment. The effective date of coverage may vary for new employees based upon required earnings/premium deductions in the month prior to the benefit commencing.

Evidence of major medical health insurance coverage will be required for those employees who receive the cash option and who do not elect to use the City-sponsored health benefits. These employees shall show proof of insurance and sign a form ensuring that they have other continuing major medical health insurance coverage.

Effective **December 18, 2010**, the City will contribute **the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMAHCA)** per month per employee to be used solely toward City-sponsored health benefits. **For 2011, the MEC is \$108.00 per month.**

In addition to the above stated contribution, the City shall provide a pro-rated monthly optional health insurance contribution of \$203.00 per month.

(MOU 01-18-11)

The City shall provide a pro-rated cash option to those employees who do not elect to fully use the optional health insurance contribution amount, provided they are in compliance with the above stated evidence of coverage provision. If an employee is in a paid status and does not participate in the health program and elects the pro-rated cash option, the employee will receive \$250.00 on a monthly basis.

Dental and Optical Insurance

The City will make available a dental plan and optical plan for the employees to participate in. New employees shall be eligible for dental and optical insurance upon his/her first day of employment. The effective date of coverage may vary for new employees based upon required earnings/premium deductions in the month prior to the benefit commencing.

The dental insurance benefit annual coverage will be \$2,000 and those employees who participate in the dental program shall pay the entire premium themselves.

Sec. 5-1. Medical, Dental, and Optical Insurance (con't).

The City will pay the full cost of the monthly dental premium for full-time (FT) employee only coverage and fifty percent (50%) of the cost for family coverage. Part-time (PT32) employees will be eligible to participate in the program and shall pay the entire premium themselves.

(MOU 11-03-09)

The City will make available an optical plan for the employees to participate in. Cost of the optical plan shall be covered by the employee.

Sec. 5-2. Life and Disability Insurance.

For Full-Time (FT) Employees:

The City provides a Premium Conversion Program, or Premium Only Plan/"POP", which provides employees the opportunity to pay their share of insurance premiums for qualified benefits through a payroll reduction using before-tax dollars.

Concurrent with the implementation of the Premium Conversion Plan, the City agrees to match contributions made by employees to a supplemental life insurance program to a maximum of \$7.00 per month. In order for an employee to take advantage of a City contribution, the employee must participate and contribute money to the program.

(FT-MOU 01-01-90)

A new full-time employee shall be eligible for life and disability insurance upon his/her first day of employment.

(FT-MOU 12-16-03)

Employees shall participate in the City's Short-Term and Long-Term Disability (LTD) and shall pay the premium on the first \$3,000 of monthly salary. The City shall be responsible for paying the premium on salary in excess of \$3,000 per month.

(FT-MOU 12-25-04)

The City provides employees' with \$50,000 life insurance plus \$50,000 AD&D insurance.

The City pays a flat fee for Life Insurance of \$4.91 bi-weekly for employee only and \$5.06 for employee and dependents.

The City provides a short-term disability plan at 66 2/3% of weekly earnings for employees to a maximum of \$1,100 per week.

The City provides a long-term disability plan at 66 2/3% of monthly earnings for employees to a maximum of \$5,000 per month.

(FT-MOU 12-16-03)

Sec. 5-2 Life and Disability Insurance (con't).

For Part-Time (PT32) Employees:

The City provides a Premium Conversion Program, or Premium Only Plan/"POP", which provides employees the opportunity to pay their share of insurance premiums for qualified benefits through a payroll reduction using before-tax dollars.

A new part-time (PT32) employee shall be eligible for life and disability insurance upon his/her first day of employment.

Employees shall participate in the City's Short-Term and Long-Term Disability (LTD) and shall pay the premium on the first \$3,000 of monthly salary. The City shall be responsible for paying the premium on salary in excess of \$3,000 per month.

The City provides employees' with \$25,000 life insurance plus \$25,000 AD&D insurance.

Sec. 5-3. Post Employment Health Plan.

This section shall not be applicable to part-time (PT32) employees.

The City agreed to report to CalPERS the employer paid members contribution (EPMC) benefit as special compensation for retirement purposes for full-time employees, resulting in the elimination of the City's \$35 per month contribution to the Post Employment Health Plan.

(MOU 11-03-09)

**Chapter 6**  
**UNIFORMS AND EQUIPMENT**

**Sec. 6-1. Uniforms and Equipment; Improper Use. (See CAM 76-2)**

The provision listed below shall pertain to employees who are required to wear uniforms:

"If employees, during the normal course of their duties, are involved in an incident within their scope of employment wherein their personal property or equipment is damaged, destroyed or taken as a direct result of the incident, the employee may request the Department Head to investigate the facts surrounding the incident. If the Department Head is satisfied that the facts of the incident occurred within the scope of employment of the employee, and the employee was exercising good judgment at the time of the incident, s/he shall forward to the City Manager a report recommending just compensation."

Employees should refrain from wearing, during the normal course of their duties, valuable and expensive jewelry, as replacement cost may not fully compensate for the loss of the item in question. Maximum replacement cost for glasses (prescription or sun) shall be one hundred and twenty-five dollars (\$125) and for all other items seventy-five dollars (\$75).

(FT-MOU 12-16-03)

The improper use of City equipment and/or uniforms for other than City work shall constitute an illegal use of public property and appropriate disciplinary action shall be taken against violators.

(FT-MOU 01-01-76)

**Sec. 6-2. Uniform Allowance.**

For Full-Time (FT) Employees:

Field employees, except Fleet Services and Wastewater, will be provided five changes of uniforms per week. Either coveralls or shirts and trousers may be worn at the option of the employee. Those wearing shirts and trousers will also be provided with one set of coveralls. All field personnel will be required to wear the uniform at all times unless the wearing of the uniform would be hazardous to a particular type of work.

Fleet Services and Wastewater plant employees will be provided with three changes of coveralls. Utilities Department field employees shall wear uniform shirts and trousers, which the City shall provide and launder.

All field employees, except employees in the Utilities Department, shall wear uniform shirts, which the City shall continue to provide and launder. The City shall no longer provide or launder uniform pants, except for safety related circumstances. Non Utilities Department employees shall provide and wear solid blue pants or blue jeans.

Sec. 6-2. Uniform Allowance (con't).

The City agrees to allow supervisory employees in the Streets and Facilities Division, Parks Division, and Utilities the option not to wear uniforms. Employees shall declare in advance to exercise the option not to wear uniforms for the term of the agreement.

The City agrees to discontinue the requirement for the following classifications in the Police Department to wear uniforms: Secretary, Office Assistant, Property/Evidence Clerks, and the Police Records Technicians assigned to the Detective Bureau.

(FT-MOU 12-25-04)

Effective December 19, 2009, the City will furnish each new employee assigned to the Records Bureau who is required to wear a uniform, an initial issue of uniforms consisting of five navy blue polo shirts (any combination of long/short sleeve), five pairs of black pants (Dockers, Dickey's, Riders or other brand acceptable to Police Administration, one black cardigan style sweater and a name tag. The City agrees to replace normally worn/damaged polo shirts, pants, and sweater as needed upon inspection and approval by a management-level supervisor; with a maximum replacement of any combination of five shirts/pants and one sweater per fiscal year. Employees shall be responsible for the upkeep and maintenance of said uniform.

(MOU 11-03-09)

The City will furnish Property/Evidence Clerks with two uniform polo shirts and two uniform pants and the City agrees to replace normally worn or uniforms that are damaged while in the line of duty, on an ongoing basis as approved by the department head.

**The City will furnish the Crime Prevention Technician an initial issue of uniforms consisting of two uniform shirts (choice of long or short sleeves), two uniform black pants, one field jacket, one name tag, and rain gear, and the City agrees to replace normally worn or uniforms that are damaged while in the line of duty, on an ongoing basis as approved by the department head. The Crime Prevention Technician will be required to wear the uniform at all times and they will be responsible for the upkeep and maintenance of said uniform. The City agrees to provide a pro-rated bi-weekly uniform allowance of \$15.38 to the Crime Prevention Technician on a paid productive status in acknowledgement of the costs incurred for the maintenance, upkeep, and replacement cost of the uniform.**

(MOU 01-18-11)

The City will furnish each Park Services Officer an initial issue of uniforms consisting of two uniform shirts, two polo shirts, two trousers, one jacket, one utility belt, and the appropriate body armor. Park Services Officers will be required to wear the uniform at all times and they will be responsible for the upkeep and maintenance of said uniform, and the City agrees to replace normally worn or uniforms that are damaged while in the line of duty, on an ongoing basis as approved by the department head.

Sec. 6-2. Uniform Allowance (con't).

The City will furnish the Code Compliance Supervisor and each Code Compliance Officer with an initial issue of uniforms consisting of two uniform shirts, two polo shirts, two trousers, one jacket, one utility belt, and the appropriate body armor, and the City agrees to replace normally worn or uniforms that are damaged while in the line of duty, on an ongoing basis as approved by the department head. Code Compliance Officers will be required to wear the uniform at all times and they will be responsible for the upkeep and maintenance of said uniform. The City agrees to provide a pro-rated bi-weekly uniform allowance of \$15.38 to code compliance employees on a paid status in acknowledgement of the costs incurred for the maintenance, upkeep, and replacement cost of the uniform.

(MOU 11-03-09)

**The personal maintenance uniform allowance for the above employees shall terminate on the 31<sup>st</sup> consecutive calendar day of absences.**

(MOU 01-18-11)

For Part-Time (PT32) Employees:

Field employees will be provided five changes of uniforms per week. Either coveralls or uniform shirts may be worn at the option of the employee with the City laundering them. The City will not launder City issued tee-shirts.

Those wearing shirts will also be provided with one set of coveralls. All field personnel will be required to wear the uniform at all times unless the wearing of the uniform would be hazardous to a particular type of work. Fleet Services employees will be provided with three changes of coveralls.

Except for safety related circumstances, the City shall not provide or launder uniform pants as they shall provide and wear solid blue pants or blue jeans.

Sec. 6-3 Tool Replacement.

The City will adopt a policy providing for the replacement of hand tools belonging to the employees which are lost, stolen, or broken unless said broken tools are not replaced by the manufacturer, providing they were not lost, stolen, or broken due to carelessness on the part of the employee.

(FT-MOU 01-01-76)

Employees should have approval of their supervisor prior to using personal hand tools for City business.

Employees should have no expectation of using City tools for personal use or capital gain.

(FT-MOU 12-25-04)

## Chapter 7

### SPECIAL PROVISIONS

#### Sec. 7-1. Layoff Procedure. (See CAM 79-2.)

- 7-1.1. Purpose: To provide a means by which employees are to be demoted or laid off when a reduction in force occurs. The City reserves, retains, and is vested with solely and exclusively, the right to determine which employee(s) to lay off in accordance with the below procedures.
- 7-1.2. Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's actual or perceived race, color, religion, sex, sexual orientation, marital status, registered domestic partner status, national origin, ancestry, physical or mental disability, medical condition, age, or any other basis protected by California or federal law.
- 7-1.3. Employee Evaluation Performance Rating Categories: Where employee evaluation forms are used, the last **two** regular annual evaluation form shall be used. Employees with a rating of "**Unacceptable**" shall be demoted or laid off first; those with a rating of "**Acceptable Minus/Improvement Needed**" second; those with a rating of "**Acceptable**" third; those with a rating of "**Acceptable Plus**" fourth; and those in the "**Superior**" category last.  
(MOU 01-18-11)
- 7-1.4. Transfer: All efforts will be made by the City to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify, prior to initiating the below procedures. **In situations where more than one employee is affected by a reduction in force and are qualified to transfer to a vacant position(s), the employee with the most continuous Citywide service, if qualified, shall be the first qualified employee to be transferred.**

**Employees who are transferred into a vacant position and are in a (layoff) probationary status pursuant to this section, will not be subject to being bumped by an employee who has less seniority while s/he is in a (layoff) probationary status.**

(MOU 01-18-11)

Sec. 7-1. Layoff Procedure. (con't)

**7-1.5.** Order of Reduction in Force: By this section, the City is not abrogating the management rights stated in Section 7-1.1 of this provision; nor abrogating any other management right not specifically addressed herein. Once the City has determined which position will be affected by a layoff, prior to laying off City employees, the City will give consideration to reducing temporary agency staffing (non-City employees) that are employed through an employment agency, whom are performing similar work to the position determined to be affected by a lay off. In a reduction in force situation, the following layoff shall be followed:

A. Probationary employees with the lowest overall job performance rating category in the affected classifications (Citywide) shall be laid off first; if identical for two or more employees, then by the employee with the least Citywide seniority, if still equal then by **non discriminatory** random selection **(such as lottery)**.

(MOU 01-18-11)

B. Should there be need for further reduction; regular employees in the affected classifications (Citywide) shall be laid off in the following order:

i. For employees with less than three years of Citywide service as defined by the Determining Length of Seniority section below, the employee with the overall lowest performance rating shall be laid off first; if identical for two or more employees, then by the employee with the least Citywide seniority; if still identical, then by length of service in existing classification; if still identical, then departmental seniority in the affected department, if still equal then by non-discriminatory random selection (such as a lottery).

ii. For employees with three years **or more** of Citywide service, as defined by the Determining Length of Seniority section below, the employee with the least continuous Citywide seniority shall be laid off first; if identical for two or more employees, then by the employee with the lowest overall performance rating; if still identical, then by length of service in existing classification; if still identical, then departmental seniority in the affected department, if still equal then by non-discriminatory random selection (such as a lottery).

(MOU 01-18-11)

Sec. 7-1. Layoff Procedure. (con't)

**7-1.6.** Determining Length of Seniority: The following shall define seniority for the purposes of Layoff. In determining continuous Citywide service seniority, all uninterrupted full-time employment including periods of authorized leaves of absence, periods of employment prior to a previous layoff, in a full-time position as listed in the Schematic List of Classes and approved in the adopted fiscal budget, shall be counted as continuous Citywide service seniority for full-time employees. Time served as a part-time employee or employment under a Federal program, shall not be credited toward full-time seniority for this purpose. However, for part-time employees that previously held regular status in a full-time position, in determining continuous part-time Citywide service seniority both part-time service and prior full-time service shall be counted as continuous Citywide service if all employment was uninterrupted.

**7-1.7.** Bumping: **After exhausting the Transfer Provision as set forth in Section 7.1.4 and exhausting the Order of Reduction in Force as set forth in Section 7.1.5, the following bumping procedures will apply.**

An employee designated to be laid off (as a result of the Order of Reduction in Force above), may bump into the next lower classification for which the employee is qualified within the same department, if the employee has previously held regular status in such classification with the City. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

- A. Employees who have not actually held status in a lower classification shall be allowed to first demote to a vacant Citywide position **in an equal or lower classification (salary range)**, or second to a Citywide position held by a City (new hire) probationary employee in such lower class **for which they are qualified**, but may not bump regular City employees already in the lower classification.
- B. Should there be no position to demote to (no vacant position for which the employee is qualified, or no position to bump into), said employee shall be subject to lay off.

(MOU 01-18-11)

**7-1.8.** Notice: The appointing authority shall send written notice to the last known address of each employee affected by a layoff at least thirty (30) working days prior to the effective date of the action. The notice shall include the:

- (a) reason for the layoff; (b) classes to which the employee may demote, if any; (c) effective date of the action; (d) appeal rights of the employee; and (e) conditions governing retention on and reinstatement from re-employment lists.

Sec. 7-1. Layoff Procedure. (con't)

**7-1.9.** Payoff of Accruals upon Layoff: Laid off employees are to be paid for all accrued holidays, vacation, personal leave time, compensatory time, and overtime when separated as a result of layoff.

**7-1.10.** Reinstatement of Employees Demoted: Employees with three or more years of service who are demoted as a result of a reduction in force shall have their names placed on a classification reinstatement list, in the order of their seniority. For those with less than three years of Citywide service, their reinstatement will be based upon the performance evaluations. Vacant positions within a classification shall first be offered to employees on this reinstatement list.

**7-1.11.** Re-Employment of Employees Laid Off: Employees who are laid off and who held probationary or regular City status at the time of layoff shall have their names placed on a re-employment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority (for those with three or more years in the classification). For those with less than three years of Citywide service, their re-employment will be based upon the performance evaluations. Vacant positions in such classifications will be offered to eligibles on the re-employment list that qualify for such vacancies prior to an open or promotional recruitment.

Once a person on a reinstatement/re-employment list is rehired to a regular position as a result of his/her reinstatement/re-employment rights, his/her name shall be removed from said list for the classification which he/she was re-employed and from all reinstatement/re-employment lists for classifications at the same or lower salary range of the classification in which he/she was re-employed.

**7-1.12.** Duration of Reinstatement and Re-employment Lists: The eligibility of individuals on the reinstatement and re-employment lists shall extend for a period of one year from the initial date of demotion or layoff. Eligibles not responding to written notification of an opening within fifteen working days from the date the notice is mailed to them shall have their names removed from either the reinstatement or re-employment lists.

An individual's name may be removed from the reinstatement/re-employment list if any of the following occur:

- A. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or

Sec. 7-1. Layoff Procedure. (con't)

- B. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail or personal delivery when contacting individuals.

**7-1.13.** Restoration of Benefits upon Re-Employment: Upon re-employment following a reduction in force, a rehired employee will have the following benefits restored:

- A. Prior sick leave accrual balances.
- B. Seniority at time of layoff for purposes of determining merit increases, vacation accruals, and future reductions in force.
- C. The salary step paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he/she was laid off, then salary placement will be made at a point either equivalent to his/her salary immediately prior to layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to layoff, then the employee will receive the maximum of the salary range.

**7-1.14.** Obligation to Serve Probationary Period: A person appointed from a reinstatement or re-employment list must serve a new one-year probationary period in order to attain regular status if they are appointed to a different classification in which he/she has not previously held regular status or are placed in another department. The employee would be eligible for a merit increase after satisfactory completion of six months of employment in the position, subject to the limitations of the salary range.

If the employee should fail to pass probation, his/her name shall be placed back on any reinstatement/re-employment list(s) which the employee had initially been on, prior to his/her appointment into the position for the remainder of the initial one-year period.

(Sideletter 05-13-09)

Sec. 7-2. (Section Intentionally Left Blank).

Sec. 7-3. Personnel Files. (See City Code Sec. 2-20.23.)

An employee shall be given access to any and all information in their own personnel file. Employees shall give reasonable notice to the City Manager's Office prior to reviewing the personnel file.

(FT-MOU 12-15-01)

Sec. 7-4. Union Information.

The City will provide a list of all new full-time (FT) and part-time (PT32) hires that would be eligible for union membership to the union with the first full pay period "dues deduction report" which follows the new employee's date of hire. The list will include the name of the employee, classification and department/division of the new hire.

Sec. 7-5. Management Personnel.

Management personnel shall be redefined as spelled out by Resolution with specific classifications restricted from representing or being represented by the Employees' Union. Those classifications shall include those listed in the Schematic List of Classes, department and division heads, of the Salary Classification Plan and shall additionally include the confidential classes as listed in the Schematic List of Classes.

(FT-MOU 12-16-03)

Sec. 7-6. Safety. (See CAM 83-1.)

The Employees' Union will actively participate in all phases of an employee safety program which shall provide appropriate controls for dealing with repeated violations of the established safety regulations.

(FT-MOU 01-01-76)

Sec. 7-7. Changing Employee Representation Groups.

Any time an employee changes from one employee group to another, that employee will be covered by the provisions of the Memorandum of Understanding regarding the new employee group if applicable and the employee gives up any claim to the Memorandum of Understanding provisions of the employee's old group.

(FT-MOU 01-01-79)

Sec. 7-8. Slow Down, Work Stoppage or Strike.

The SEIU, does not condone a slow down, work stoppage, or strike by its members or by the union; and if such does occur, that immediate disciplinary action will be taken by the City Manager toward the individuals. If a slow down, work stoppage, or strike does occur, the SEIU will immediately call a meeting of its membership to determine the reasons for such action, explain the proper procedure for handling grievances, and then meet with the City's representatives through the Meet and Confer process in an attempt to resolve the issue.

(FT-MOU 01-01-88)

Sec. 7-9. Management Rights and Responsibilities.

Management Rights: The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this agreement or by law, shall include but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, organizational structure, size and composition of the work force, and allocate and assign work by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
- J. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.
- M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reclassify employees in accordance with this Memorandum of Understanding and applicable resolutions and codes of the City.

Sec. 7-9. Management Rights and Responsibilities. (con't).

- N. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- O. To maintain order and efficiency in its facilities and operations.
- P. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention with this Agreement.
- Q. To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the mission of the Agency in emergencies.

Authority of Third Party Neutral: All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this section.

Impact of Management Rights: Where required by law, the City agrees prior to implementation to meet and confer with the union over the impact of the exercise of a management right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the union members is provided for in this Memorandum of Understanding, Personnel Rules and Regulations, or Departmental Rules and Regulations.

(FT-MOU 01-03-98)

Sec. 7-10. Grievances.

The purpose of this chapter is to provide an orderly method for the settlement of a dispute between the City and its employees. Such a dispute shall be defined as a grievance and must be presented within thirty (30) calendar days of the date it occurred or within thirty (30) calendar days of the date the employee could reasonably be expected to have knowledge of the occurrence. An employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

All grievances shall be submitted on forms provided by the City.

Should the employee or the City at any step of the grievance require additional time to reply within the stipulated time period, the party requiring the additional time shall notify the other party. A thirty (30) day maximum extension is all that will be allowed unless agreed to by both parties.

Grievances shall be processed in accordance with the following steps, time limits, and conditions herein set forth:

Sec. 7-10. Grievances.

- A. Grievance shall be submitted in writing to the immediate supervisor who shall promptly meet and discuss grievance with the employee and reply within ten (10) calendar days.
- B. In the event the decision of the immediate supervisor does not satisfy the grievance, it may be appealed in writing within ten (10) calendar days to the department head who shall within ten (10) calendar days meet and discuss the grievance with the employees. The department head shall reply within ten (10) calendar days his decision and reply in writing.
- C. In the event the employee decides to appeal the department head's decision and request the services of a mediator from the State Mediation and Conciliation Service (SMCS) to assist in mediating the grievance, the employee must address their request in writing to the City Manager within seven (7) calendar days following the date the employee is informed of the department head's decision. Any fees or expenses associated with having SMCS provide a mediator shall be borne equally by the employee and the City.
- D. In the event that the mediation session does not satisfy the grievance, it may be appealed to the City Manager within seven (7) calendar days following the mediation session. The City Manager shall either act as the Hearing Officer in this appeal or appoint a Hearing Officer in his absence. The Hearing Officer shall meet and discuss the grievance with the employee and shall reply at the earliest possible date.
- E. However, either the City or the Union may request in writing an alternate hearing officer. This alternative hearing officer shall be chosen with agreement of the City and the Union. If an agreement cannot be reached in ten (10) calendar days after the appeal is filed, the City will request a list of seven (7) experienced hearing officers from the State Mediation and Conciliation Service. Starting with the Union, the hearing officers will be struck from the list until only one remains who will hear the appeal. The cost of the alternative hearing officer will be borne equally by the City and the Union.  
  
The hearing officer shall conduct the hearing as soon as possible at a time and place convenient to the parties and witnesses.
- F. At the conclusion of the hearing, the hearing officer shall submit findings and an advisory recommendation to the City Manager in a timely manner. The City Manager shall, after weighing all the evidence and the findings of the hearing officer, make the final determination of the appeal and submit it in writing to the employee and his/her designated representative within thirty (30) calendar days after receiving the findings from the hearing officer. The City Manager may, if deemed necessary, conduct further evidentiary proceedings upon mutual agreement of the parties. The decision of the City Manager or, if a decision is not served by the City Manager within the thirty (30) days specified, the decision of the hearing officer, shall be final. If the City Manager is the hearing officer, the findings and decision of the City Manager shall be final.

Sec. 7-10. Grievances. (con't).

However, in the event that the City Manager's decision over-rides the recommendation by the Hearing Officer, then said Hearing Officer fees or expenses shall be borne by the City.

- G. The above grievance procedure is not to be used for the following: achieving changes in wages, hours and working conditions; challenging the content of employee evaluations or performance reviews; challenging the decision to reclassify, layoff, deny reinstatement, or deny a step or merit increase to an employee unless it violates an expressed provision of the MOU or law; challenging discipline, including, but not limited to oral reprimand, written reprimand, punitive transfer, reduction in pay, demotion, suspension, or termination; or challenging examinations or the appointment to positions unless it violates an expressed provision of the MOU or law.

Procedures for pursuing complaints related to the above paragraph may vary. Employees are encouraged to contact their local Union Steward for representation through the Labor/Management Committee.

Sec. 7-11. Union Business.

The City recognizes the importance of union business, and will allow Union bargaining team members or stewards a reasonable amount of paid on-duty time to conduct union business for activities such as negotiations and grievance resolution. Such use of paid on-duty time shall be subject to reasonable notice for advance approval by the appropriate supervisor(s) or manager(s) on the basis that it shall not interfere with mission critical operations. Although management will not unreasonably deny such requests, management does retain its rights under this MOU to direct the daily operations and work assignments. In addition, the City prevails on department heads to recognize and respect the union's need to conduct union business.

Activities concerned with the internal affairs of the Union not otherwise specified herein, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, etc., shall not be conducted during working hours, unless otherwise authorized by the City Manager.

(FT-MOU 12-25-04)

The City agrees to allow Union Stewards and new employees up to fifteen minutes on paid City time to meet within the first week of the new hire's employment to discuss union membership.

(FT-MOU 01-03-98)

Sec. 7-12. Salary Survey Procedure.

This section shall not be applicable to part-time (PT32) employees.

It is understood and agreed that for salary survey purposes, the City will use the following comparable benchmark positions in the aforementioned surveyed agencies:

|                                     |                            |
|-------------------------------------|----------------------------|
| Account Clerk I                     | Accounting Technician II   |
| Building Inspector I                | Building Permit Technician |
| Engineering Technician              | Equipment Mechanic II      |
| Heavy Equipment Operator (Landfill) | Librarian II               |
| Librarian Assistant                 | Maintenance Worker II      |
| Office Assistant I                  | Planner II                 |
| Police Records Technician II        | Property/Evidence Clerk    |
| Secretary                           | Senior Civil Engineer      |
| Street Maintenance Supervisor       | System Analyst I           |
| Water Systems Operator II           | Wastewater Plan Operator   |

For purposes of preparing the salary survey for consideration during the meet and confer process, in recognition of the City paying and reporting the value of the employer paid members' contribution (EPMC) to CalPERS as special compensation, the City will add one percent to the "E" step or fifth step monthly salary of the benchmarked City positions (for purposes of salary comparisons only). In July 2010, an additional 1.3% will be added to the benchmarked positions' "E" step or fifth step monthly salary for a total of 2.3% (for salary survey comparison purposes only), until such time as all surveyed CalPERS agencies pay and report the value of the EPMC benefit to CalPERS. Notwithstanding this provision, said salary survey procedures shall not be interpreted to mandate the setting of salary and/or other forms of compensation at the level indicated in the salary survey. For comparison purposes—the comparison(s) shall be set at the average of the mean and median of the combined salaries surveyed.

(MOU 11-03-09)

In no case shall the City exceed compensation regulations enacted by the State or Federal Government.

(FT-MOU 01-01-79)

The jurisdictions to be used for future salary survey purposes, where comparable positions exist, shall be:

|                           |   |
|---------------------------|---|
| City of Lompoc            | County of Santa Barbara                       |
| City of Oxnard            | County of Ventura                             |
| City of San Luis Obispo   | Santa Maria Joint Union High School District  |
| City of Santa Barbara     | Santa Maria-Bonita Elementary School District |
| City of Ventura           | State of California                           |
| County of San Luis Obispo |   |

(FT-MOU 01-01-90)

**Sec. 7-13. Work Footwear.**

In order to help reduce potential work related foot injuries, based upon recommendations of the City Safety Committee, the following policy, pertaining to appropriate work footwear, shall be as follows:

- A. Appropriate work foot protection shall be worn by field and shop employees who are exposed to potential foot injuries from hot, corrosive, poisonous substances; falling objects, crushing, or penetrating actions.
- B. Work footwear not appropriate and/or not approved shall be tennis shoes, sandals, "deck shoes", canvas shoes, jogging shoes, open toe shoes, and any other shoe easily penetrated.
- C. The City agrees to reimburse employees required to wear appropriate footwear, as defined in this section, up to a maximum of \$140 per calendar year toward the replacement cost or re-soling of a pair of work boots.
- D. The following classifications are eligible for footwear reimbursement pursuant this section:

Full-Time (FT):

Account Clerk I - Scale House  
Chief Building Inspector  
Customer Service Representative  
Equipment Mechanic II  
Field Mechanic  
Groundskeeper  
Landfill Heavy Equipment Operator  
Public Works Inspector  
Regulatory Compliance Specialist  
Senior Crew Leader/Maintenance Spec.  
Solid Waste Equipment Operator  
**Special Districts Technician**  
Maintenance Supervisor  
Traffic Signal Technician  
Wastewater Plant Operator  
Water Distribution Supervisor  
Water Resources Operator  
Water Systems Operator I

Building Inspector I/II  
Crew Leader/Maintenance Specialist  
Electrician II  
Equipment Operator  
Fleet Services Supervisor  
Landfill Heavy Equipment Lead Operator  
Maintenance Worker I/II  
**Regulatory Compliance Assistant**  
Regulatory Compliance Supervisor  
Solid Waste Equipment Lead Operator  
Solid Waste Operations Supervisor  
Streets and Facilities Supervisor  
**Traffic Operations Coordinator**  
Utilities Project Coordinator  
Water Conservation Specialist  
Water Meter Reader  
Water Resources Supervisor  
Water Systems Operator II

Part-Time (PT32):

Facility Specialist (Vector Control)  
Laborer III  
Park Services Officer

(MOU 01-18-11)

**Sec. 7-14. Prior and Existing Conditions.**

Except as herein modified, there shall be no change in wages, hours, or working conditions set forth in this Memorandum of Understanding unless changes are made by mutual consent of the parties.

(FT-MOU 1-15-08)

Sec. 7-15. Pre-Emptive Laws.

It is understood and agreed that this extension of the current Memorandum of Understanding is subject to all current and future applicable Federal and State laws, City ordinances, and Federal and State regulations. If any chapter, article, section, sub-article, sentence, clause, phrase or portion of this Memorandum of Understanding or any addition, addendum or exhibit, thereto should be held invalid or unenforceable by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any chapter, article, sub-article, section, sentence, clause, phrase or portion of this Memorandum of Understanding should be retained by such tribunal or office, the remainder of this document shall not be affected thereby, and the parties shall enter into the Meet and Confer process for the purpose of arriving at a mutually satisfactory replacement for such chapter or section.

(FT-MOU 12-16-03)

Sec. 7-16. Employee Liability.

No employee may be held personally liable for a City accident, absent a showing of intent. This section shall not be construed to create immunities greater than provided by California statutory or case law.

(FT-MOU 01-01-82)

Sec. 7-17. Use of Employee Benefits.

No employee shall be discriminated against because of the legitimate use of any right, privilege, or benefit. Employees shall not be judged "de facto" violators of any policy, procedure, or practice without substantiation.

(FT-MOU 01-01-86)

Sec. 7-18. Investigation Timeframe

When appropriate and without compromising an investigation, the City will make every reasonable effort to continue to keep employees who are the subject of an investigation continually apprised as to the status of the investigation throughout the process and will notify them when the investigation has concluded.

Sec. 7-19. Working with Chemicals.

Employees working with toxic chemicals shall be provided a physical examination at City expense. The need for subsequent physical examinations will be determined by the City upon a review of the examining physician's conclusions.

Sec. 7-20. Release Notices for Negotiations.

Unless otherwise agreed to, the City agrees to provide release notices for no more than six full-time and two part-time unit members per negotiation session.

Sec. 7-21. Probation.

A. New Probation

A new or re-employed employee shall be placed on probation for fifty-two (52) weeks from the date of employment. Periods of time on unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by that number of days that employee is on leave.

B. Promotional Probation

A full-time employee shall be placed on promotional probation for twenty-six (26) weeks from the date of promotion with the exception of promotions to classifications that require specific certification(s). Periods of time on unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by that number of days that employee is on leave.

Upon promotion to a classification requiring a specific certification(s) as a minimum requirement, a full-time employee shall be placed on an initial fifty-two (52) week promotional probation if said employee does not possess the required certification, but meets and maintains all other minimum requirements. After promotion, the department head shall grant completion of probation and advancement to regular status prior to the end of the fifty-two (52) week promotional probationary period, under the following conditions:

- The employee has maintained an overall satisfactory level of performance; and
- A minimum of twenty-six (26) weeks of promotional probation has been served; and
- The City has received written official confirmation that the required certificate(s) have been obtained.

(FT-MOU 12-15-01)

Full-Time (FT) employees who do not successfully complete their promotional probationary period for reasons not related to discipline, may be reassigned (demotion) to a vacancy in a lower classification for which they are fully qualified. They shall be placed at the same step of their former appointment, prior to promotion. If they have not held regular status in said specific classification (not a classification series), then a new six month probationary period shall be completed.

The City is committed to seeking a reassignment for said full-time employee, however, in the event no vacancy exists for which the employee qualifies, the employee shall be placed on a re-employment list for a period of one year from the date of separation, for the classification they held prior to promotion. Vacant positions in such classifications will be offered to eligibles on the re-employment list that qualify for such vacancies prior to an open or promotional recruitment.

Sec. 7-22. Americans with Disabilities Act (ADA).

The City and SEIU acknowledge the passage of the Americans with Disabilities Act. It is agreed that the City shall take all necessary actions to comply with the provisions of this act. If necessary, sections of this Memorandum of Understanding and/or the City personnel rules may be suspended in order to achieve compliance.

Sec. 7-23. Agency Shop.

Purpose: The City and the Union mutually understand and agree that all affected employees have the option to become or not become Union members.

Eligible Employees: This Agency Shop provision shall apply to all City Employees in the General Employees Bargaining Unit except the below excluded classifications.

Excluded Employees: The current Agency Shop arrangement does not apply to management, confidential, supervisory or temporary employees (Limited Service). The parties agree that temporary employees are not in the General Employees Bargaining Unit and are therefore not covered by the current Agency Shop agreement. However, pursuant AB1141 and Government Code 3205.5 both the City and the Union acknowledge and agree that supervisory and confidential employees in the General Employees Bargaining Unit have a right to petition vote to approve an agency shop provision if they choose to do so.

Therefore, unless another Agency Shop Election is held to include supervisory and confidential employees, the following classifications are currently excluded for the agency shop arrangement for part-time employees:

Supervisory Classifications:

- Code Compliance Supervisor
- Park and Forest Supervisor
- Plan Review Supervisor
- Police Records Supervisor
- Senior Building Inspector
- Solid Waste Operations Supervisor
- Street Maintenance Supervisor
- Streets & Facilities Supervisor
- Utility Maintenance Supervisor
- Water Resources Supervisor

Confidential Classifications:

- Office Assistant - City Manager's Office

Confidential Classifications:

- Account Clerk Aide- City Manager's Office

Or any other such supervisory and confidential positions that are mutually agreed to by both the City and the Union

Sec. 7-23. Agency Shop (con't).

Process for Determining Excluded Classes: Any new general employee classifications, prior to being deemed supervisory or confidential, shall be subject to consultation in good faith. Disputes regarding the status of an excluded classification shall be submitted to the State Mediation & Conciliation Service or the appropriate State agency for determination.

Employees' Responsibilities: Within thirty (30) calendar days of employment by the City, employees shall have the choice of either becoming a member of the Union, or of paying an Agency Fee, which is defined as either being a non-member and paying a "core fair share" fee or being a religious objector and paying a charitable contribution equal to a "core fair share" fee, or if no action is taken by the employee then s/he shall have the Agency fee to the Union deducted from his/her paycheck in an amount equivalent to (100%) full membership dues, hereinafter referred to as "100% full service" fee.

Notice to Employee: The City will provide employees in the part-time bargaining unit and any employees hired thereafter into classes in the affected unit with an authorization notice (Hudson Notice) provided by the Union advising them of an Agency Shop agreement and that all employees must either join the Union and pay membership dues, or pay an Agency fee to the Union, or execute a written declaration setting forth a bona fide religious exemption and pay a charitable contribution in an amount equal to "core fair share" fees. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues, or a "core fair share" fee as determined by law, or a charitable contribution equal to the "core fair share" fee. Affected employees shall have thirty (30) calendar days from the date of hire to fully execute and return said form to the Union. In the event the employee fails to execute the form, the employee shall have the Agency fee (the 100% full service fee) paid to the Union through a deduction from his/her paycheck.

Sufficiency of Employee's Earnings/Employees on Unpaid Leave Status: Employees on an unpaid leave of absence for an entire pay period or more shall have Agency Shop fees temporarily suspended. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover health care deductions, no deduction shall be made. Deductions shall be reinstated upon return from unpaid status and when salary is sufficient to cover health care deductions.

Transfer of Employees Between Units: The City will provide the authorization notice (Hudson Notice) referenced above to employees within thirty (30) calendar days who, because of promotion, demotion, or other personnel action, are assigned to an Agency Shop unit from a unit for which no Agency Shop has been elected, of his/her obligations under the Agency Shop arrangement by the notice procedure described below. The City will also notify the Union within thirty (30) calendar days of the aforementioned employees.

Sec. 7-3 Agency Shop (con't).

The City will notify Agency fee payers within thirty (30) calendar days who, because of promotion, demotion, or other personnel action, are assigned from an Agency Shop unit to a bargaining unit, or supervisory, management or confidential classification, for which no Agency Shop has been elected, that s/he is no longer required to pay a 100% full service fee, a "core fair share" fee, or charitable contribution fee (if s/he is a religious objector). 100% full service fee, "core fair share" fee, and charitable contribution fee payers will be removed from the deduction register by the City within thirty (30) calendar days of the employee's request to the Union.

Employees' Rights of Religious Exemption: Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Any employee who requests a religious exemption shall provide verifiable evidence of membership in such a religion, body or sect to the Union. An exempted employee shall be required, in lieu of periodic dues, initiation fees or Agency Shop fees, to pay sums equal to the dues, initiation fees or Agency Shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee unless the Union notified the City that the exemption request is invalid within thirty (30) calendar days of the Union's receipt of such objection.

Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to all parties within thirty (30) calendar days of receipt.

The Union shall have thirty (30) calendar days after receipt of a request for religious exemption to challenge any exemption. If challenged, a payroll deduction shall commence and the Union shall hold all funds in escrow pending resolution of the challenge. Challenges shall be resolved by referral to the State Mediation & Conciliation Service or any other neutral party the Union and City may agree to utilize. The recommendation(s) of the neutral party shall be binding upon the City, the Union, and the employee. Upon resolution, the funds held in escrow will be disbursed to the appropriate party.

Designation of Non-Religious, Non-Labor Charitable Funds: Employees covered by the Religious Exemption Section may designate either the United Way of the Central Coast or another non-religious, non-labor charitable organization that is mutually agreed to by both the Union and the City to which his/her applicable payments will be paid.

Declarations of or applications for religious exemption and any other supporting documentation shall be submitted to the Union and shall be processed promptly. Charitable contributions shall be by regular payroll deductions only.

Sec. 7-23. Agency Shop (con't).

Union Dues/Service/"Core Fair Share" Fees:

- A. Effective Date: Upon hire, the Human Resources Office shall provide all new non-supervisory and non-confidential employees assigned to classifications represented by the Service Employees International Union with a copy of the Union's Hudson disclosure packet, and all employees subject to this MOU provision must either join the Union and pay dues, pay an Agency fee (either 100% full service fee or "core fair share" fee) to the Union, or execute a written declaration claiming a religious exemption from this requirement and pay an amount equal to a "core fair share" fee as a charitable contribution.

Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues, an Agency fee, or a charitable contribution equal to the "core fair share" fee. Said employees shall have thirty (30) calendar days from the date they receive the form to fully execute it and return it to SEIU Local 620 at the address in Paragraph B below or shall have a mandatory 100% full service fee deduction in the amount equivalent to regular dues.

- B. Hudson Notice: The City will promptly notify the Union of any new hire into the bargaining unit. The City will provide the Union with the name and classification of any employee newly hired or promoted into a supervisory or confidential position within the bargaining unit. Employees are to forward all membership applications; "core fair share" fee requests; or declaration of religious exemption and any other supporting documentation directly to SEIU Local 620, 933 Castillo Street, Santa Barbara, California, 93101. The Union further agrees to amend its cover letter to the "Hudson" packet to reflect current procedures and fees.
- C. Processing the Form: If the form is not completed properly or returned within thirty (30) calendar days, the City shall commence and continue a payroll deduction of 100% full service fees from the regular biweekly paychecks of such employee. The effective date of Union dues, 100% full service fee, "core fair share" fee, or charitable contribution shall begin no later than the beginning of the first full pay period commencing approximately thirty (30) calendar days after receipt of the authorization form by the employee.
- D. Employee Earnings: The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. Deductions shall be reinstated upon return from unpaid status and when salary is sufficient to cover health care deductions.

Sec. 7-23. Agency Shop (con't).

- E. Maintenance of Membership: Both the City and the Union acknowledge and agree that employees may join and become dues paying union members at any time without restriction. Employees who are members of the Union on the effective date of any new contract or join the Union during the term of the contract, must remain members for the entire term of the contract subject to the right to withdraw their membership only during the first payroll beginning in October before contract expiration. Withdrawal must be requested in writing, addressed to SEIU Local 620 at the address in Paragraph B above.
- F. Changes to 100% Full Service Fee Payer Status: 100% full service fee payers may change their status from 100% full service fee payer to “core fair share” fee payer only during the first payroll period beginning in October before contract expiration. Changes must be requested in writing, addressed to SEIU Local 620 at the address in Paragraph B above.

Records: The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, as soon as reasonably possible but no later than the close of the subsequent fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by a certified public accountant. The Union shall also furnish any information reasonably needed by the City to fulfill the provisions of this Section upon request.

The City shall provide the Union with a written report of new unit member names, classifications, and employee identification numbers on a bi-weekly basis. The City agrees to show all charitable contribution deductions, and other Agency fee deductions on the report provided to the Union bi-weekly. The City further agrees that to provide deduction report(s) to the Union distinguishing between dues paying members, 100% full service fee payers, and “core fair share” fee payers.

Union Indemnification: The Union shall indemnify, defend, and hold the City, its officers, agents and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them relating to the City’s compliance with the agency fee obligation including claims relating to the Union’s use of monies collected under these provisions. The City and the Union shall mutually approve of any attorney representing the named party and approval shall not be unreasonably withheld.

Conformance With Law: The Union represents that the collection, administration, and use of agency fee funds shall be in conformance with State and Federal law. In addition, the Union shall comply with applicable laws regarding disclosure of its expenses, notice to employees of their right to object, provision for Agency Shop fee payers to challenge the Union’s determination of amounts chargeable to objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

Sec. 7-23. Agency Shop (con't).

The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.

**Sec. 7-24. Labor/Management Committee.**

The City and SEIU agree to meet in a joint Labor/Management Committee on an as-needed basis as mutually agreed by the City and SEIU to discuss issues of mutual importance. It is mutually agreed to discuss **Section 7-1 Layoff Process** and the dual certification program in the Water/Wastewater Division through the Labor/Management process.

(MOU 01-18-11)

**Appendix "A"**

**Solid Waste Disposal Legend**

| ID     | Job Title                            | Number of Sundays Scheduled to Work on Sunday MTO Closures <sup>1</sup> | Remaining Hours from Scheduled Sunday MTO days from the given 56 MTO Bank Days | 12 Sunday Landfill Closures | Holidays                   |
|--------|--------------------------------------|---|--|-----------------------------|----------------------------|
| LHEO-S | Lead Landfill Heavy Equipment Oper.  | 0   | 56   | January 23                  | January 1                  |
| HEOI-L | Landfill Heavy Equipment Operator II | 0   | 56   | February 20                 | April 24 (Landfill Closed) |
| SH-B   | Account Clerk - Scale House          | 4   | 24   | March 20                    | May 30                     |
| SH-L   | Account Clerk - Scale House          | 4   | 24   | April 10                    | July 4                     |
| SH-E   | Account Clerk - Scale House          | 4   | 24   | May 8                       | September 5                |
| HEO-C  | Landfill Heavy Equipment Operator I  | 3   | 32   | June 19                     | November 24                |
| HEO-D  | Landfill Heavy Equipment Operator I  | 3   | 32   | July 17                     | November 25 (workday)      |
| HEO-T  | Landfill Heavy Equipment Operator I  | 3   | 32   | August 21                   | December 25                |
| HEO-V  | Landfill Heavy Equipment Operator I  | 3   | 32   | September 18                |                            |
| MW-M   | Maintenance Worker I                 | 4   | 24   | October 16                  |                            |
| MW-R   | Maintenance Worker I                 | 4   | 24   | November 13                 |                            |
| MW-C   | Maintenance Worker I                 | 4   | 24   | December 11                 |                            |
| LAB-N  | Maintenance Worker I                 | 6   | 8  |                             |                            |
| LAB-M  | Maintenance Worker I                 | 6   | 8  |                             |                            |

| ID    | Job Title   | Number of Sundays Scheduled to Work on Sunday MTO Closures <sup>1</sup> | Remaining hours after Accounting for Sunday closures from bank of 84 hours of MTO (part-time positions) |
|-------|-------------|---|---|
| LAB-W | Laborer III | 6   | 84 hrs - (6 sundays x 6 hours) = 48 hours of MTO Bank Remaining   |
| LAB-D | Laborer III | 6   | 84 hrs - (6 sundays x 6 hours) = 48 hours of MTO Bank Remaining   |

<sup>1</sup> Sunday Closures are equivalent to 8 hours of MTO

*[Handwritten signature]*  
D.V.V.

