

CITY OF PINOLE

MEMORANDUM OF UNDERSTANDING



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

JULY 1, 2015 TO JUNE 30, 2018

AFSCME
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

RESOLUTION

PREAMBLE 1

ARTICLE I. DEFINITIONS.....2

ARTICLE II. RECOGNITION2

2.1 Job Classifications in the Unit. 2

ARTICLE III. MANAGEMENT RIGHTS.....3

3.1 Management Rights Defined. 3

ARTICLE IV. DUES DEDUCTION.....4

4.1 Amount/Authorization..... 4

4.2 Increases/Non-Pay Status. 4

4.3 Hold Harmless..... 5

ARTICLE V. UNION REPRESENTATIVES.....5

5.1 Union Representatives/Stewards Defined. 5

5.2 Time Off for “Meet and Confer” 5

5.3 “Meet and Confer” Committee. 5

5.4 Notice to Supervisors. 5

5.5 Release Time for Quarterly Meetings. 5

ARTICLE VI. SALARIES.....6

6.1 Cost of Living and Market Adjustments. 6

Effective first full pay period following July 1, 2015 classifications represented by the Union shall receive a 2.5% wage increase. 6

Effective the first full pay period following July 1, 2016 classifications represented by the Union shall receive a 3.0% wage increase. 6

Effective the first full pay period following July 1, 2017 classifications represented by the Union shall receive a 3.0% wage increase. 6

6.2 Pay Plan..... 6

6.3 Reopener for Revisiting 2004 Koff Pay Plan. 6

6.4 Job Descriptions..... 6

ARTICLE VII. HOURS OF WORK AND OVERTIME6

7.1 Workweek Defined. 6

7.2 Overtime Work Schedule. 7

7.3 Overtime and Seniority. 7

7.4 Regular Work Week-Amount of Overtime Earned..... 7

7.5 Alternative Work Week-Amount of Overtime Earned. 7

7.6 Rate of Overtime/Compensatory Time. 7

7.7 Fair Labor Standards Act- Exempt/Non Exempt Status. 8

7.8	Call Back and Overtime.	8
7.9	Alternative Work Schedules/Flex Time.	8
7.10	Court Appearance on Off Duty Hours.	8
ARTICLE VIII. CAR ALLOWANCE		8
8.1	Car Allowance.	8
ARTICLE IX. STANDBY PAY		9
9.1	Employees Assigned.	9
9.2	Beeper Assignments.	9
9.3	Standby Protocol.	9
9.4	Standby Schedule Assignments.	9
9.5	Rest Periods While on Standby.	10
9.6	Amount of Standby Pay.	10
ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.		10
10.1	Mileage Reimbursement-Portal to Portal.	10
ARTICLE XI. BEEPER PAY-24/7 REQUIREMENTS		10
11.1	Employees Assigned.	10
11.2	Method of Assignment.	11
11.3	Amount of Beeper Pay 24/7.	11
11.4	Mileage Reimbursement While on 24/7 Beeper Responsibility.	11
ARTICLE XII. ACTING IN HIGHER CLASSIFICATION		11
12.1	Higher Classification Pay Defined and Rate of Pay.	11
ARTICLE XIII. JURY DUTY LEAVE		12
13.1	Jury Duty Leave.	12
ARTICLE XIV. SICK LEAVE		12
14.1	Rate of Sick Leave Earned.	12
14.2	Sick Leave Incentive.	12
14.3	Use of Sick Leave for Family Care.	12
14.4	Use of Sick Leave.	13
14.5	Other Use of Sick Leave.	13
ARTICLE XV. HOLIDAYS		13
15.1	Authorized Legal Holidays.	13
15.2	List of Official Holidays.	13
15.3	Holidays Falling on Saturday or Sunday.	14
15.4	Holidays Falling on a Regularly Scheduled Day Off.	14
15.5	Compensation for Hours Worked on a Holiday.	14
ARTICLE XVI. VACATION		14
16.1	Vacation Schedule and Seniority.	14
16.2	Vacation Buy Back.	15
16.3	Rate of Vacation Earned.	15

ARTICLE XVII. MEDICAL INSURANCE	15
17.1 Medical Insurance Provided.....	15
17.2 Retiree Medical Insurance.	16
17.3 Medical In-Lieu.....	17
ARTICLE XVIII. DENTAL INSURANCE.....	18
18.1 Dental Insurance Provided.....	18
18.2 Orthodontic Insurance Provided.	18
ARTICLE XIX. VISION INSURANCE	18
19.1 Vision Insurance Provided.	18
ARTICLE XX. LIFE INSURANCE.....	19
20.1 Life Insurance Provided.	19
20.2 Life Insurance Premium Rates.....	19
ARTICLE XXI. DISABILITY INSURANCE	19
21.1 Disability Insurance Provided.....	19
21.2 Disability Insurance Premium Rates.....	19
21.3 Disability Insurance Option for Upgrade.	19
ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE	20
22.1 Domestic Partnership and Coverage Defined.	20
22.2 Medical, Dental, Vision Premium Rates.	20
ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM	20
23.1 Tuition Reimbursement Eligibility.....	20
ARTICLE XXIV. INCENTIVE PAYS	21
24.1 Educational Degree.	21
24.2 Bilingual Pay.	21
ARTICLE XXV. RETIREMENT PLAN	21
25.1 Retirement Plan Defined.....	21
25.2 Employee and Employer Contribution Rates.....	22
25.3 CalPERS Contract Benefits.	22
ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE	22
26.1 Uniform Laundry Service.	22
26.2 Safety Shoes.....	23
ARTICLE XXVII. CERTIFICATION FEES	23
27.1 Payment for Certificate Issuance and Renewals.....	23
27.2 Payment of Department Of Transportation License Fees.	23
27.3 Payment of Above-Grade Certification for Wastewater Employees.	23
ARTICLE XXVIII. USE OF CITY EXERCISE FACILITY.....	23
28.1 Access to City Exercise Facility.	23

ARTICLE XXIX. BEREAVEMENT LEAVE	23
29.1 Bereavement Leave Defined.	23
29.2 Immediate Family Defined.	24
ARTICLE XXX. GRIEVANCE PROCEDURE	24
30.1 Grievance Defined.	24
30.2 Reflection for Use of Procedure.	24
30.3 Grievance Procedure Defined.	24
30.4 Grievance Process.	25
30.5 Grievance Procedure.	25
30.6 Employee Appeals Board.	26
30.7 Non-Binding Confidential Mediation.	27
30.8 Employee Appeals Board or Mediator Recommendation to City Manager. .	27
ARTICLE XXXI. DISCIPLINARY ACTION	27
31.1 Disciplinary Action.	27
31.2 Causes for Disciplinary Action	28
31.3 Forms of Discipline	30
31.4 Authority of Disciplinary Action	30
31.5 Procedures for Written Reprimand	30
31.6 Notice of Intended Discipline	31
31.7 Notice of Discipline	31
31.8 Post-Disciplinary Appeal	32
31.9 Waiver of Steps or Time Limits	33
ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS	33
32.1 Layoff Policy.	33
32.2 Notification	33
32.3 Order of Layoff	34
32.4 Vacancy, Demotion, Retreat, and Seniority.	34
32.5 Reinstatement List	34
32.6 Reinstatement.	35
32.7 Layoff of At-Will Employees	35
32.8 Reduction in Hours	35
ARTICLE XXXIII. PROBATIONARY PERIOD	36
33.1 Objective of the Probationary Period	36
33.2 Probationary Period	36
33.3 Promotional Probationary Period	37
ARTICLE XXXIV. AGENCY SHOP	37
34.1 Agency Shop Agreement and Process.	37
34.2 Objection to Union Membership.	38
34.3 Annual AFSCME Local 512 Financial Reports Required.	38
34.4 Deduction of Union Dues.	39
34.5 Reimbursement for Costs of Implementing Article XXXI.	39
34.6 Indemnification.	39
ARTICLE XXXV. DURATION	39
35.1 Term.	39
35.2 MOU “Meet and Confer” Obligations.	39
35.3 Notice of Termination.	39
35.4 Effective Date.	40
35.5 Continuation of MOU in Light of Federal/State Law Changes.	40

ATTACHMENT A. SALARY SCHEDULE
ATTACHMENT B. RESOLUTION

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

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

PREAMBLE

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

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

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

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

NOW THEREFORE, the following agreement represents a Memorandum of Understanding between the City of Pinole and the Professional and Technical employees represented by AFSCME Local 512 with the term of July 1, 2015 through June 30, 2018.

ARTICLE I. DEFINITIONS

- 1.1 "City" referred to herein shall be the City of Pinole.
- 1.2 "Union" referred to herein shall be AFSCME Local 512.
- 1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole in the job classifications set forth in Article 2 of this Memorandum of Understanding.
- 1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

ARTICLE II. RECOGNITION

2.1 Job Classifications in the Unit.

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

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

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

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

ARTICLE III. MANAGEMENT RIGHTS

3.1 Management Rights Defined.

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

- a. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards, and commissions;
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
- d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinets and systems;
- e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;
- f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
- g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;

- h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i. The right to schedule and assign work, make reassignments and assign overtime work;
- j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear and respond truthfully in good faith regarding any City investigation; and
- m. The right to maintain orderly, effective and efficient operations.

ARTICLE IV. DUES DEDUCTION

4.1 Amount/Authorization.

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines.

4.2 Increases/Non-Pay Status.

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

4.3 Hold Harmless.

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

ARTICLE V. UNION REPRESENTATIVES

5.1 Union Representatives/Stewards Defined.

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions.

5.2 Time Off for “Meet and Confer”.

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives. This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Department Manager or Supervisor, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

5.3 “Meet and Confer” Committee.

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of three (3) members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation.

5.4 Notice to Supervisors.

Union stewards engaged in such activities shall first obtain approval from supervisors before leaving their assigned work areas on such business. The request shall not be unreasonably denied.

5.5 Release Time for Quarterly Meetings.

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

ARTICLE VI. SALARIES

6.1 Cost of Living and Market Adjustments.

Effective first full pay period following July 1, 2015 classifications represented by the Union shall receive a 2.5% wage increase.

Effective the first full pay period following July 1, 2016 classifications represented by the Union shall receive a 3.0% wage increase.

Effective the first full pay period following July 1, 2017 classifications represented by the Union shall receive a 3.0% wage increase.

6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

6.3 Reopener for Revisiting 2004 Koff Pay Plan.

The City and AFSCME Local 512 agree that at the end of the second year of this MOU agreement, (June 30, 2007) that should either party desire to reopen discussions regarding further implementation of the 2004 Koff Pay Plan that this may occur under the “meet and confer” process.

6.4 Job Descriptions.

The City will maintain job descriptions for each of the represented job classifications as listed in Section 2.1.

ARTICLE VII. HOURS OF WORK AND OVERTIME

7.1 Workweek Defined.

The employee's regular workday shall consist of eight hours and the workweek shall consist of 40 hours, Monday through Friday inclusive, or other existing workweeks now being utilized. The City reserves the right to assign new employees to other work weeks and will provide two consecutive days off. Where new workweeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable

occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

7.2 Overtime Work Schedule.

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

7.3 Overtime and Seniority.

Overtime preference, insofar as practical, shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

7.4 Regular Work Week-Amount of Overtime Earned.

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of forty (40) hours during a five-day week or in excess of eight (8) hours actually worked in a day. Current City practice/policy is to include hours in paid leave status (i.e. sick leave, vacation, compensatory time off) toward employees' overtime thresholds.

7.5 Alternative Work Week-Amount of Overtime Earned.

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than eight (8) hours a day and less than five days a week. The workweek for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week. Therefore, employees on an alternative work schedule will earn overtime only when he/she works more hours in a day than their regular work schedule as approved by the City Manager.

7.6 Rate of Overtime/Compensatory Time.

Compensation for overtime hours worked shall be paid at one and one-half times the employee's basic hourly salary in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the

number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay.

Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee. At no time shall accrued compensatory time off balance exceed eighty (80) hours.

7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.

The City reserves the right to determine under the FLSA requirements whether or not a job classification is exempt or non-exempt for FLSA purposes. Prior to changing the FLSA designation of a job classification represented by AFSCME, the City agrees to discuss the proposed changes with AFSCME under "meet and confer".

7.8 Call Back and Overtime.

Employees called back to work overtime shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's basic hourly salary.

7.9 Alternative Work Schedules/Flex Time.

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all FLSA requirements.

7.10 Court Appearance on Off Duty Hours.

Any employee appearing as a witness in court during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the regular hourly rate.

ARTICLE VIII. CAR ALLOWANCE

8.1 Car Allowance.

Effective July 1, 2005, the classification of Cable Access Coordinator shall receive a car allowance of \$200.00 per month.

ARTICLE IX. STANDBY PAY

9.1 Employees Assigned.

Employees assigned to the classifications of Wastewater Plant Operations Supervisor and Environmental Compliance Inspector shall be eligible for Standby Pay. These employees are required to remain continuously available for the time period assigned to respond to calls for service. An employee assigned to Standby Pay must maintain an active home telephone number.

9.2 Beeper Assignments.

Beeper will be carried by the assigned employee for a two-week period, as determined by the Wastewater Treatment Plant Manager. There will be a seventy (70) mile radius limit from the City of Pinole for persons carrying the beepers.

9.3 Standby Protocol.

The City utilizes the Supervisory Control and Data Acquisition System (SCADA) for monitoring plant operations and processes. The SCADA System is the primary method used for notification to the employee assigned to Standby for emergencies and alarms. SCADA will call the first employees twice within a 30-minute period and in 15-minute intervals. If that employee does not respond by calling in and acknowledging the call, then SCADA will call the next employee who is required to respond and will be eligible for Standby pay.

The person not assigned to be on Standby and who responds to the call will be compensated for the Standby duty at the Standby Beeper holiday rate for that day. Employees on Standby not responding to a call will not be paid for that day (except if they had responded to another call and are unavailable).

9.4 Standby Schedule Assignments.

Schedule changes will have to be approved by the Wastewater Treatment Plant Manager or the Wastewater Treatment Plant Operations Supervisor at least five working days in advance of the change.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the beeper may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the beeper. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

9.5 Rest Periods While on Standby.

An employee on Standby who is called out prior to 5:00 a.m. and who performs work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

9.6 Amount of Standby Pay.

The City agrees to pay the standby designee as follows:

- Weekday \$30 per day
- Weekend \$40 per day
- Holiday \$50 per day

ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.

10.1 Mileage Reimbursement-Portal to Portal.

Mileage reimbursement from portal to portal travel shall be paid to employees who are called back pursuant to the Internal Revenue Service (IRS) rate in effect for all City travel.

ARTICLE XI. BEEPER PAY-24/7 REQUIREMENTS

11.1 Employees Assigned.

Designated employees assigned to carry a beeper are required to remain continuously available for the time period assigned to respond to calls for service. An employee assigned to Beeper must maintain an active home telephone number.

11.2 Method of Assignment.

The Department Manager shall make assignments for beepers. During the term of this MOU, the following job classifications are required to carry a beeper:

- Cable Access Coordinator
- Information Systems Administrator
- Police Services Supervisor
- Water Pollution Control Plant Supervisor

If a Department Manager and/or the City determines that it is necessary to identify additional classifications other than those listed above to carry a beeper, the City will “meet and confer” with AFSCME Local 512 representatives prior to implementation with the exception of a temporary emergency situation.

11.3 Amount of Beeper Pay 24/7.

During the term of this MOU, the City agrees to pay the designated job classifications a total of \$250 per month for carrying a beeper and responding as appropriate. Effective July 1, 2005, and during the term of this MOU, the City will provide Beeper Pay for those job classifications designated.

11.4 Mileage Reimbursement While on 24/7 Beeper Responsibility.

With the exception of the Cable Access Coordinator who receives a car allowance, those employees who are outlined in Section 11.2 are eligible to receive mileage reimbursement from portal to portal travel if they are called back to work. Mileage reimbursement shall be paid pursuant to the City adopted mileage reimbursement rate in effect for all city travel.

ARTICLE XII. ACTING IN HIGHER CLASSIFICATION

12.1 Higher Classification Pay Defined and Rate of Pay.

In the event an employee is assigned and performs duties in a higher classification, following the fifth consecutive work day in that classification, he/she shall be placed at the step of the higher classification that provides at least five percent (5%) above the employee’s regular base rate of pay, so long as the range for the higher classification is not exceeded.

ARTICLE XIII. JURY DUTY LEAVE

13.1 Jury Duty Leave.

An employee whose absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.

ARTICLE XIV. SICK LEAVE

14.1 Rate of Sick Leave Earned.

Sick leave shall be earned and accrued at the rate of one eight hour working day (8 hours) for each continuous full month of service and shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time.

14.2 Sick Leave Incentive.

Employee sick leave use shall be reviewed by the City at the end of each calendar year. Employees who do not use any sick leave for six consecutive months within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than one additional eight (8) hour day of vacation in any calendar year.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

14.3 Use of Sick Leave for Family Care.

Employees may use sick leave for illness or disability in his/her immediate family. Immediate family is defined in Article XXIX, Section 29.2. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days.

Holidays shall be paid at eight (8) hours at the employee's regular base rate of pay.

For part-time regular employees working at least 20 hours per week, each holiday (8 hours) shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

15.3 Holidays Falling on Saturday or Sunday.

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes.

15.4 Holidays Falling on a Regularly Scheduled Day Off.

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

15.5 Compensation for Hours Worked on a Holiday.

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

ARTICLE XVI. VACATION

16.1 Vacation Schedule and Seniority.

With approval of their supervisor, employees shall be given their preference of requested vacation time, and in the case of conflict between employees, seniority shall prevail.

16.2 Vacation Buy Back.

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

16.3 Rate of Vacation Earned.

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

<u>Years of Service</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Accrual (Hrs)</u>
0 – 4	96	192
5 – 9	144	288
10 – 15	160	320
16+	192	384

Effective January 1, 2011, once an employee reaches their vacation accrual maximum, they will no longer accrue vacation leave until they reduce their balance below the cap.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time. The maximum accrual cap shall be twice the pro-rated annual accrual. A full-time employee who moves to a part-time position/status, and who has a vacation balance in excess of the pro-rated maximum amount, will be afforded six (6) months to use the excess accrued vacation and will continue to accrue vacation hours, at the pro-rated rate, during the six (6) month period. The Supervisor will make every effort to grant vacation requests from an employee so situated.

ARTICLE XVII. MEDICAL INSURANCE

17.1 Medical Insurance Provided.

For full-time regular employees, the City shall contribute toward the employee's health premium as follows:

Rates:	(*see Footnote) <u>2014 Kaiser</u>
One Party Coverage:	\$ 742.72
Two Party Coverage:	\$1,485.44
Family Coverage:	\$1,931.07

*These rates are effective 30 days following ratification by City and AFSCME 512 and notification and approval by CalPERS Health .

Effective January 1, 2017 the City's contribution toward the employee's health premium will pay the 2016 Kaiser rate at each level of coverage.

Effective January 1, 2018 the City's contribution toward the employee's health premium will pay either the 2016 or 2017 Kaiser rate, whichever is higher, at each level of coverage.

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

For part-time employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

17.2 Retiree Medical Insurance.

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Employees hired before July 1, 2010 are eligible to continue in the CalPERS Health Plan and receive a City contribution toward their retiree health premium equal to that provided to current active employees, in accordance with Government Code Section 22892.

Employees hired before July 1, 2010 shall be offered the option to elect to participate in the vesting program as defined below (described by Government Code Section 22893) as soon after the program implementation as allowed per CalPERS regulations.

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

The percentage of employer contribution toward retiree health premiums is determined annually by CalPERS and shall be based on the member's completed years of credited service (excluding any purchased service credits) at retirement as shown in the table below. Employees must have a minimum of five (5) years of service with the City of Pinole and 10 years of total CalPERS service credit to be eligible for this benefit.

Credited Years of Service	Percentage of Employer Contribution
10	50

11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

As an example, the Employer contributions for 2010 are:

- ✓ \$493 for single – represents 100% of the weighted average of the four (4) health benefit plans that had the largest State enrollment.
- ✓ \$936 for 2-party – represents an additional 90% of the single rate.
- ✓ \$1202 for family coverage – represents 90% of the additional premium required for enrollment of family members.

17.3 Medical In-Lieu.

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

- One-party coverage = \$225
- Two-party coverage = \$450
- Family coverage = \$600

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

If more than 50% of Management employees and the City agree to a higher City premium contribution or Medical in-lieu cap, with an effective date of July 1, 2014, then the AFSCME Bargaining Unit's contribution and/or Medical in-lieu amounts shall be amended to match those premium amounts. This "me too" clause shall sunset August 1, 2014.

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

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

ARTICLE XVIII. DENTAL INSURANCE

18.1 Dental Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for the employee and the employee's eligible dependents, if desired. Selection of the carrier shall be at the discretion of the City.

The City-provided dental insurance plan provides for a maximum annual dental payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

18.2 Orthodontic Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for the Employee plus Family coverage if desired. Selection of the carrier is at the discretion of the City.

The City-provided orthodontic insurance plan provides for a lifetime maximum orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

ARTICLE XIX. VISION INSURANCE

19.1 Vision Insurance Provided.

During the term of this MOU, the City agrees to pay the premium for full family vision care coverage that provides for one examination, one set of lenses, and one frame per year. Selection of the carrier shall be at the discretion of the City. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours

regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

ARTICLE XX. LIFE INSURANCE

20.1 Life Insurance Provided.

During the term of this MOU, the City agrees to provide term life insurance and accidental death and dismemberment insurance, for job classifications designated in the AFSCME Local 512 unit in the amount of \$40,000 each per year/per employee. Selection of the carrier shall be at the discretion of the City.

20.2 Life Insurance Premium Rates.

, The City shall pay for all premium increases for life insurance coverage.

ARTICLE XXI. DISABILITY INSURANCE

21.1 Disability Insurance Provided.

The City agrees to provide the State Disability Insurance program. The costs of this program are the responsibility of the employee.

21.2 Disability Insurance Premium Rates.

- **Short Term Disability Rates**

During the term of this MOU, the City shall provide, at its own expense, short term disability insurance of two-thirds of salary (\$463 per week maximum benefit) with a 30-day waiting period.

- **Long Term Disability Rates**

During the term of this MOU, the City shall provide, at its own expense, long term disability insurance of two-thirds of salary up to \$3,000 per month (\$2,000 maximum benefit) with a 30-day waiting period.

21.3 Disability Insurance Option for Upgrade.

During the term of this MOU, employees have the option to upgrade the plan to provide two-thirds of salary up to \$5,000 per month at employee expense provided that all AFSCME Local 512 members opt for this upgraded coverage with said expense taken as a payroll deduction and provided selected carrier agrees to this change.

ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE

22.1 Domestic Partnership and Coverage Defined.

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for registered domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership registration with the California Secretary of State.

22.2 Medical, Dental, Vision Premium Rates.

During the term of this MOU, the City agrees to pay health, dental and vision premiums as outlined in Articles XVII – XIX of this document. Registered domestic partners meeting the above requirements shall be considered qualified dependents for the purposes of the City's payment of these premiums.

ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM

23.1 Tuition Reimbursement Eligibility.

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three (3) or more semester units in qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

ARTICLE XXIV. INCENTIVE PAYS

24.1 Educational Degree.

Effective July 1, 2005, and during the term of this MOU, the City will pay those employees who have earned degrees from accredited college institutions, additional pay as follows:

- Associate of Art/Science Degree \$ 75.00 per month
- Bachelor of Art/Science Degree \$150.00 per month

An employee is only eligible to receive educational degree premium pay for one-degree classification. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010 employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

24.2 Bilingual Pay.

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency for the benefit of the City shall receive bilingual pay of an additional 10% of their monthly base pay for a period of thirty (30) calendar days commencing from the first day bilingual capabilities were utilized. Qualified employees should notify their immediate Supervisor of each bilingual transaction in order to be compensated.

ARTICLE XXV. RETIREMENT PLAN

25.1 Retirement Plan Defined.

The City shall provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) at the 2.5% @ 55 plan during the term of this agreement.

25.2 Employee and Employer Contribution Rates.

Employees shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate shall be as follows:

- The City employer contribution shall not exceed 8.509%.
- Any employer contribution in excess of the 8.509% cap shall be shared between the City and the employees. Shared amount shall be calculated as: Total employer contribution, minus 8.509%, multiplied by 50% (equal share of the contribution).

25.3 CalPERS Contract Benefits.

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

- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave

ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE

26.1 Uniform Laundry Service.

The City shall provide a weekly laundry service to job classifications for which the City requires standard attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost for his/her Uniform laundry services shall be reported as compensation to the employee.

26.2 Safety Shoes.

Effective July 1, 2014, the allowance provided by the City for the purchase of safety shoes for maintenance and related job classifications for which the City requires safety shoes, shall be increased from \$175.00 to \$200.00 per year.

ARTICLE XXVII. CERTIFICATION FEES

27.1 Payment for Certificate Issuance and Renewals.

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular full-time status with the City shall be paid directly or reimbursed by the City to the employee.

27.2 Payment of Department Of Transportation License Fees.

Driver's license fees shall not be included as a reimbursable cost; however, driver's license fees related to Department of Transportation requirements for a Class A or B license and the related medical examination shall be paid by the City.

27.3 Payment of Above-Grade Certification for Wastewater Employees.

The City will pay those employees who work at the City's Wastewater Treatment Plant and who obtain a higher-grade certificate than what is required in their assigned job classification \$75 a month. The City shall also reimburse an employee the fee for the above grade certificate cost once obtained. The City shall compensate employee for only one certificate.

ARTICLE XXVIII. USE OF CITY EXERCISE FACILITY

28.1 Access to City Exercise Facility.

The City provides an exercise facility in the Public Safety Building and agrees to allow all employees access and use of the facility prior to and after their work shift and at lunch. Prior to using the exercise facility, employees must sign the "Exercise Facility Waiver Form". Employees utilizing the exercise facility must observe posted rules at all times.

ARTICLE XXIX. BEREAVEMENT LEAVE

29.1 Bereavement Leave Defined.

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. Employee shall take consecutive days off.

However, when it is reasonable and necessary, good cause is shown, and upon approval of the Department Head, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Department Head prior to the time set to begin his/her next shift.

29.2 Immediate Family Defined.

Immediate family shall include the father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or registered domestic partner, child or stepchild of the eligible employee.

ARTICLE XXX. GRIEVANCE PROCEDURE

30.1 Grievance Defined.

A grievance is an unresolved complaint or dispute regarding the application or interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

30.2 Reflection for Use of Procedure.

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

30.3 Grievance Procedure Defined.

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.

- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

30.4 Grievance Process.

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, an attorney or may represent him or herself in preparing and presenting his/her grievance at any level of review.
- b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

30.5 Grievance Procedure.

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to his or her Department Manager and the Human Resources Director or his or her designee within ten (10) calendar days of the discussion with his immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his or her Department Manager to the City Manager in writing within ten (10) calendar days of the receipt of the Department Manager's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, or a State Mediator, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

30.6 Employee Appeals Board.

If the aggrieved employee selects to submit the grievance to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

30.7 Non-Binding Confidential Mediation.

If the aggrieved employee selects to submit the grievance to the non-binding confidential mediation instead of the Employee Appeals Board, the City Manager or designee and the employee or employee's representative within ten (10) days shall mutually select a mediator, or if agreement on a mediator cannot be reached, the parties may request that a mediator be assigned by the California State Mediation and Conciliation Service.

The fees and expenses of mediation shall be shared equally by the City and the Union. In the event the employee is not represented by the Union, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party, if any.

The Mediator shall then determine the facts of the grievance and submit a report of his/her findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

30.8 Employee Appeals Board or Mediator Recommendation to City Manager.

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board or Mediator, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board or Mediation procedure was utilized, after receipt of the Employee Appeals Board/Mediator's report. The decision of the City Manager shall be final and not subject to appeal or review by the City Council.

ARTICLE XXXI. DISCIPLINARY ACTION

31.1 Disciplinary Action

Disciplinary action proposed and/or imposed against an employee whose position is represented under a collective bargaining agreement shall be governed by the process(es) as defined within that employee's collective bargaining agreement. The City Manager is authorized to develop a disciplinary action process for employees not represented by a collective bargaining agreement; however, such a process shall not waive the at-will employment status of said unrepresented employees.

31.2 Causes for Disciplinary Action

Disciplinary action may be taken for any just cause. Cause for disciplinary action shall include, but shall not be limited to, any of the following:

1. Fraud of any kind; or misstatement or untruths or omissions of any material fact in the application process or in securing appointment or promotion; or falsification or untruths concerning records, fellow employees, or work performed.
2. Incompetence, inefficiency or carelessness in the performance of required duties; Less than satisfactory performance.
3. Neglect of or inattention to job duties, including the conduct of personal affairs during working hours.
4. Insubordination - willful disobedience, or failure to obey any proper direction made and given by a superior officer or supervisor.
5. Misconduct - willful or wanton disregard of the interests of the City, or deliberate violation or disregard of behavioral norms/expectations
6. Conduct unbecoming an employee of the City.
7. Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.
8. Discourteous or non-cooperative treatment of the public, City elected officials, employees, or volunteers; Offensive or obscene language in public, or towards the public, City elected officials, or employees.
9. Dishonesty or immorality on the job.
10. Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
11. Reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants; Failure to notify a supervisor, in writing, when the employee is taking prescription medication that can impair judgment or performance.

12. Failure to report to work as scheduled or failure to notify supervisor, in accordance with department standards, of one's inability to report to work; Abuse of sick leave privileges.
13. Failure to immediately report a vehicle accident.
14. Intimidation or interference with the rights of any employee; Fighting, assault and/or battery on the public, City elected officials, employees or volunteers.
15. Failure to maintain the necessary license or certification required by the class specification.
16. Sleeping on the job.
17. Conviction of a crime, the nature of which has a direct bearing on continued employment.
18. Unauthorized leave of absence; failure to report to work after an authorized leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.
19. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use any property of the City, or loaning, selling or giving away such property without legal authorization.
20. Theft or sabotage of City property or funds.
21. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.
22. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.
23. Taking for personal use, from any person, a fee, gift or other valuable thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.

24. Violation of or failure to abide by any condition of employment stipulated in the Municipal Code, Personnel Rules, any City Policies and Procedures, collective bargaining agreement (if any), administrative memorandum, or lawful official regulation or order of the City.
25. Failure to cooperate in an official inquiry or investigation into an alleged violation of this MOU or the Personnel Rules.
26. Working overtime without supervisory authorization.
27. Engaging in outside employment without supervisory authorization.
28. Bringing a gun or any other dangerous weapon onto City property.

31.3 Forms of Discipline

- A. Written Reprimand
- B. Suspension
- C. Reduction in Step
- D. Involuntary Demotion (Note: Termination of an incentive pay or assignment pay is not considered demotion.)
- E. Termination

31.4 Authority of Disciplinary Action

The Department Head has authority to take disciplinary action. The immediate supervisor has the authority to issue a written reprimand. The Human Resources Director shall be notified of any proposed or pending disciplinary action, beyond a written reprimand. The decision of the City Manager or designee shall be final and not subject to review by or appeal to the City Council.

31.5 Procedures for Written Reprimand

Employees may request a review by the Department Head regarding a written reprimand by submitting a written request within ten (10) days from the date of the written reprimand. The Department Head shall review the employee's submission, may meet with the employee within ten (10) days of the filing of the request and shall issue written findings within ten (10) days of the review/meeting. The employee shall be entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. Written reprimands are not subject to the discipline procedures set forth in the below Sections regarding Notice of Intended Discipline,

Notice of Discipline, Post-Disciplinary Appeal, or the Grievance Procedure.

In the event the written reprimand was issued by the Department Head, the employee may request a review by the Human Resources Director, per the procedure outlined above.

31.6 Notice of Intended Discipline

- A. Prior to receiving any suspension, reduction in step, involuntary demotion or termination, the employee shall receive written notice of the proposed disciplinary action containing the following:
1. The proposed disciplinary action;
 2. The grounds on which the proposed discipline is based;
 3. A summary of the reasons for the proposed action;
 4. The documents, or access to the documents, upon which the proposed action is based;
 5. Notice to the employee of the right to respond to charges orally and/or in writing within seven (7) days from the service of the notice.
- B. An employee who desires to respond orally may do so by appearing at the time and place agreed upon by the employee and the Department Head. The employee is entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. If the employee demonstrates good cause why he/she cannot respond within seven (7) days, the City may grant a continuance.

31.7 Notice of Discipline

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a written notice of disciplinary action. This notice shall be served on the employee (with a copy to the Union representative, if involved) and filed with the Human Resources Department no later than seven (7) days after the date of such action. The notice shall include:

1. A statement of the disciplinary action;
2. The effective date of the action;
3. The grounds on which the discipline is based;
4. A summary of the reasons for the proposed action;
5. The documents, or access to the documents, upon which the proposed action is based;

6. A statement addressing the responses to the charges by the employee or designated representative, if any;
7. Notice to the employee of the right to appeal.

31.8 Post-Disciplinary Appeal

The following post-disciplinary appeal procedures to suspensions, reductions in step, demotions and terminations:

1. Within seven (7) days of the receipt of written notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to the City Manager by filing a written request with the City Manager and providing a copy of the request to the Human Resources Director. Failure by the employee or the employee's representative to initiate the appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline.
2. The City Manager or designee and the employee or employee's representative shall select a hearing officer who shall conduct an administrative hearing within sixty (60) days. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the City Manager or designee and the employee or employee's representative shall alternatively strike one name from the list until one name remains and such person shall act as the hearing officer. The next to the last name stricken shall be the alternate hearing officer to serve in the event the first hearing officer is not available. The procedure shall be followed until there is an available arbitrator.

3. The fees and expenses of the hearing officer and court reporter (if any) shall be shared equally by the City and the Recognized Employee Organization. In the event the employee is not represented by a Recognized Employee Organization, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party. Parties shall bear their own cost of any requested hearing transcript.

4. The hearing officer shall make a recommendation to the City Manager to sustain, modify or reverse the disciplinary action. A copy of the recommendation shall be given to the employee. The City Manager will then issue a final written decision within fifteen (15) days of receiving the recommendation, and may, but is not required to, accept the hearing officer's recommendation.

In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this section, the hearing officer shall make a recommendation to the City Attorney. The City Attorney's decision shall be final and not subject to review by or appeal to the City Council.

31.9 Waiver of Steps or Time Limits

Any time limit or stage of the Discipline Procedure may be waived if all involved parties consent in writing.

ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS

32.1 Layoff Policy

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to abolish any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

32.2 Notification

An employee being laid off shall be given at least fourteen (14) days prior written notice.

At the time affected employees are noticed of the layoff, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the layoff. Any questions or concerns regarding the order of layoff will be discussed during the impact meeting(s).

32.3 Order of Layoff

In each class, employees shall be laid off according to employment status in the following order: temporary, provisional, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

32.4 Vacancy, Demotion, Retreat, and Seniority

When the City has determined that regular employees are to be laid off, the City Manager shall first demote a regular employee (based upon seniority within the class at the City of Pinole) to a regular position vacancy, if any, in a lower class which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

32.5 Reinstatement List

The names of all regular and probationary employees laid off, or demoted in lieu of layoff, shall be placed on a reinstatement list for the classification from which they were removed.

Reinstatement list(s) shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure by a laid off employee to promptly respond to and accept a reinstatement offer in writing within ten (10) days of the date the offer is mailed to his/her last known address shall result in removal of his/her name from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

32.6 Reinstatement

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.
2. Seniority at the time of layoff for vacation accrual, future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

32.7 Layoff of At-Will Employees

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a displaced at-will employee to displace an employee in a lower class or require the City Manager to place the displaced at-will employee on a reinstatement list.

32.8 Reduction in Hours

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to reduce the funding for any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position will have their working hours reduced accordingly, without disciplinary action and without the right of appeal.

In the event that funding for a regular status position is reduced the impacted employee shall be given at least fourteen (14) days prior written notice.

At the time affected employees are noticed of the reduction in hours, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the reduction in hours.

Employees will have their salary, benefits and leave accruals reduced in proportion to their percentage of full-time status, and in accordance with the applicable MOU. In the event that funding for a position that has had the hours reduced is returned to the previous level, employees shall not be entitled to any additional compensation, benefits, or seniority for the period during which their hours were reduced. Seniority during the time of reduced hours shall be retained for future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

ARTICLE XXXIII. PROBATIONARY PERIOD

33.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

33.2 Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the

classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

By mutual written agreement of the Department Head and the employee, the initial probationary period may exceed twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

33.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

ARTICLE XXXIV. AGENCY SHOP

34.1 Agency Shop Agreement and Process.

The City will enter into an Agency Shop Agreement with AFSCME Local 512. All employees must either join the Union, pay a service fee to the Union, or execute a written declaration stating that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. To that end, all employees must sign a form authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee.

Any employee hired by the City subject to this MOU on or after the date of implementation of this Article XXXI shall be provided with an authorization form listed above. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City of Pinole Personnel Department.

If the form is not completed properly and returned within five (5) working days, the City shall commence and continue a payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Union dues,

service fee deductions or a charitable contribution for such employees shall be the beginning of the first pay period of employment.

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

34.2 Objection to Union Membership.

Any employee of the City, subject to this MOU, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Board, shall, upon presentation of verification of active membership in such religion, body, or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Copies of declarations of or applications for religious exemptions and any supporting documentation must be submitted to the Union within fifteen (15) days of receipt by the City.

The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article, charitable deduction means a contribution to one of the following (non-secular/non-profit) charitable organizations: United Way, American Cancer Society or American Red Cross.

34.3 Annual AFSCME Local 512 Financial Reports Required.

AFSCME Local 512 shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article, at the offices of the Union. Failure to file such a report within one hundred (100) days of within the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

34.4 Deduction of Union Dues.

The City shall deduct Union dues or service fees and premiums for approved insurance programs from employees' pay in conformance with State and Local regulations. The City shall promptly pay to the designated payee all sums to be deducted. The City shall also provide a quarterly list to the Union of all persons making charitable deductions pursuant to the religious exemptions granted herein.

34.5 Reimbursement for Costs of Implementing Article XXXI.

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

34.6 Indemnification.

AFSCME Local 512 shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

ARTICLE XXXV. DURATION

35.1 Term.

This MOU shall be in full force and effect from July 1, 2015 to and through June 30, 2018.

35.2 MOU "Meet and Confer" Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of section 26.3. Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

35.3 Notice of Termination.

This MOU shall continue in force and effect hereafter from year to year unless either party gives one hundred and twenty (120) days written notice prior to the

expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

35.4 Effective Date.

All provisions contained in this MOU are effective July 1, 2015, unless specifically stated otherwise.

35.5 Continuation of MOU in Light of Federal/State Law Changes.

In the event any portion of this Agreement is declared null and void under Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to insure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

CITY OF PINOLE



Belinda B. Espinosa, City Manager

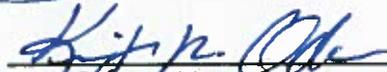
8-19-2015
Date

AFSCME Local 512



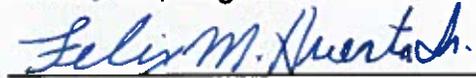
Sherry Janke, Negotiator

August 18, 2015
Date



Kim Odom, Negotiator

August 20, 2015
Date



Felix Huerta, Business Agent

August 18, 2015
Date

City of Pinole Salary Ranking

ATTACHMENT A

AFSCME @ 7/1/13										
Accounting Specialist	4860	28.0380	5103	29.4399	5358	30.9119	5626	32.4575	5907	34.0804
Associate Civil Engineer	6753	38.9625	7091	40.9106	7446	42.9562	7818	45.1041	8209	47.3593
Associate Planner	5690	32.8262	5974	34.4675	6273	36.1910	6587	38.0005	6916	39.9006
Building Inspector	5030	29.0173	5281	30.4682	5545	31.9917	5822	33.5913	6114	35.2709
Cable Access Coordinator	5368	30.9691	5636	32.5176	5918	34.1435	6214	35.8507	6525	37.6433
Code Enforcement Officer	5030	29.0173	5281	30.4682	5545	31.9917	5822	33.5913	6114	35.2709
Environmental Analyst	5030	29.0173	5281	30.4682	5545	31.9917	5822	33.5913	6114	35.2709
Environmental Compliance Inspector	5030	29.0173	5281	30.4682	5545	31.9917	5822	33.5913	6114	35.2709
Information Systems Administrator	5368	30.9691	5636	32.5176	5918	34.1435	6214	35.8507	6525	37.6433
Information Systems Specialist	5141	29.6599	5398	31.1429	5668	32.7001	5951	34.3352	6249	36.0520
Management Analyst	5056	29.1706	5309	30.6292	5575	32.1607	5853	33.7687	6146	35.4572
Police Services Supervisor	5233	30.1885	5494	31.6979	5769	33.2828	6057	34.9470	6360	36.6944
Public Works Specialist	5056	29.1706	5309	30.6292	5575	32.1607	5853	33.7687	6146	35.4572
Recreation Coordinator	3647	21.0411	3829	22.0932	4021	23.1979	4222	24.3578	4433	25.5757
Rental Inspector	5030	29.0173	5281	30.4682	5545	31.9917	5822	33.5913	6114	35.2709
Senior Project Manager	5690	32.8262	5974	34.4675	6273	36.1910	6587	38.0005	6916	39.9006
WWTP Operations Supervisor	5915	34.1251	6211	35.8314	6521	37.6230	6847	39.5042	7190	41.4795
WPCP Supervisor	5533	31.9191	5809	33.5150	6100	35.1908	6405	36.9504	6725	38.7980

"Monthly: columns rounded to the nearest dollar.

* Categories revised 7/1/13 to comply with PERS medical group classifications.

ATTACHMENT B

RESOLUTION 2015- 61

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PINOLE AND PUBLIC EMPLOYEES UNION AFSCME 512
FOR THE PERIOD OF JULY 1, 2015 – JUNE 30, 2018**

WHEREAS, the Memorandum of Understanding between the City of Pinole and AFSCME 512 expired on June 30, 2015; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of AFSCME 512 to negotiate a successor agreement; and

WHEREAS, representatives of the City and AFSCME 512 reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2015 through June 30, 2018, which was ratified by the membership of AFSCME 512.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and Public Employees Union AFSCME 512 for the period of July 1, 2015 – June 30, 2018, as provided in Attachment C, herein incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of **September 2015** by the following vote:

AYES:	COUNCILMEMBERS:	Banuelos, Long, Murray, Swearingen
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Green
ABSTAIN:	COUNCILMEMBERS:	None



Patricia Athenour, MMC
City Clerk

