

MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the
Public Employees Union -- Local One

JULY 1, 2015 TO JUNE 30, 2018

**PUBLIC EMPLOYEES UNION – LOCAL ONE
MEMORANDUM OF UNDERSTANDING**

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SALARY SCHEDULE (Attachment A)

RESOLUTION (Attachment B)

POLICE DEPARTMENT MEMORANDUM (Attachment C)

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

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

PREAMBLE

WHEREAS, the City of Pinole on July 6, 1971, entered into a Memorandum of Understanding, with the United Employees, Local 796; and

WHEREAS, said Memorandum of Understanding, contained provisions for its continuance on a year-to-year basis conditioned on either party giving notification of termination or modification; and

WHEREAS, the employees formerly represented under this agreement by United Employees, Local 790 have formally decertified said representative and have certified Public Employees Union Local One as their representative in labor negotiations as of July 1, 1995, and

WHEREAS, this union has indicated to the City its desire to make certain modifications to this Memorandum of Understanding

THEREFORE, the following agreement represents a Memorandum of Understanding between the City of Pinole and Public Employees Union Local One for the term of July 1, 2015 through June 30, 2018 with the same terms and conditions of the previous Memorandum of Understanding and subsequent amendments between the City and the Union.

ARTICLE I. DEFINITIONS

- 1.1 "City" referred to herein shall be the City of Pinole.
- 1.2 "Union" referred to herein shall be the Public Employees Union Local One.
- 1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole as illustrated in Article 2 of this Memorandum of Understanding. A regular full-time employee is any employee regularly scheduled to work forty (40) hours per work week. A regular part-time employee is any employee regularly scheduled to work less than forty (40) hours per work week.

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

ARTICLE II. RECOGNITION

2.1 Unit Composition.

The City hereby recognizes the Union as the majority representative of the following job classifications:

- Accounting Assistant I/II
- Accounting Technician
- Administrative Secretary
- Cable Access Technician
- Community Services Officer
- Cook
- Custodian
- Environmental Analyst
- Permit Technician
- Fleet Maintenance Mechanic
- Field Maintenance Mechanic
- Information Systems Technician I/II
- Laboratory Analyst
- Lead Records and Property Specialist
- Office Assistant
- Police Property Specialist
- Public Works Maintenance Worker
- Public Works Senior Maintenance Worker
- Public Works Maintenance Supervisor
- Records and Property Specialist
- Recreation Activities Specialist
- Wastewater Treatment Plant Senior Operator
- Wastewater Treatment Plant Operator
- Wastewater Treatment Plant Senior Maintenance Mechanic
- Wastewater Treatment Plant Maintenance Mechanic
- Wastewater Treatment Plant Operator in Training

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit, and agrees to meet and confer with the Union in all matters relating, to wages, hours and working conditions of employees in such classifications. The City further reserves the right to exclude from membership those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

ARTICLE III. DUES DEDUCTION

3.1 Payroll Deduction of Union Dues.

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines. The payroll deductions shall be spelled out in Article 28.

3.2 Notification of Union Dues Increase.

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

3.3 Hold Harmless and Indemnification Clause.

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

ARTICLE IV. MAINTENANCE OF MEMBERSHIP

4.1 Revocation of Union Membership.

The City agrees to revocation of Union membership provision as follows:

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deduction except:

- a. During a period no less than 60, nor more than 90 days, preceding the expiration date of this agreement;
- b. In the event of the employee's separation from regular City service, or in the event the employee is appointed to a permanent position in a classification not covered by this agreement, revocation may take place at the time of such status change; or

- c. In the event of a leave of absence without pay or a disability, dues deduction shall be suspended until such time as the employee returns to his covered classification.

ARTICLE V. UNION REPRESENTATIVES

5.1 Union Representatives/Stewards Defined.

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

5.2 Time Off for “Meet and Confer”.

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

5.3 “Meet and Confer” Committee.

The Union may also designate a committee including a representative from each area or department to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of four members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation. The Union will make a good faith effort to minimize the impact on the operations of any one Department.

5.4 Notice to Supervisors.

Union stewards engaged in such activities shall first obtain approval from their Supervisor before leaving their assigned work areas on such business.

5.5 Release Time for Quarterly Meetings.

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

ARTICLE VI. SALARIES

6.1 Cost of Living and Market Adjustments.

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

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

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

6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

ARTICLE VII. HOURS OF WORK AND OVERTIME

7.1 Work Week Defined.

The employee's regular workday shall consist of eight hours and the workweek shall 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 workweeks and will provide two consecutive days off. Where new work weeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

7.2 Overtime Work Schedule.

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

7.3 Overtime and Seniority.

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

7.4 Regular Work Week-Amount of Overtime Earned.

For most employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of (40) hours during a 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 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 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 with payback to be at the accrued rate.

7.7 Call Back and Overtime.

Employees called back to work overtime shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's basic hourly salary plus mileage reimbursement at the approved City rate. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to time and one-half overtime for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback overtime pay.

7.8 Alternative Work Schedules/Flex Time.

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

7.9 Court Appearance on Off-Duty Hours by Community Services Officers.

Any Community Services Officer appearing as a witness during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the regular hourly rate. Any Community Services Officer so appearing shall be paid at a rate for actual time required, with a minimum of three (3) hours of compensation except as outlined in Attachment C (see City memorandum dated August 17, 1995).

7.10 Meal Allotment.

During the term of the MOU agreement, the City shall reimburse each employee in the Local One Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$10 for the cost of a meal.

If an employee is required to work a sixth (6th) or seventh (7th) day during any regular scheduled workweek, the City shall also reimburse said employee a total of \$10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

7.11 Rest Periods.

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, nor contiguous

with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

ARTICLE VIII. STANDBY PAY

8.1 Employees Assigned.

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

8.2 Method of Assignment.

Assignment for standby shall be made on an equalized rotating basis based on seniority.

8.3 Cell Phone Assignments.

City-provided cell phones will be carried for a two-week period in conjunction with pay periods. There will be a primary person and a secondary person for each two-week period. There will be a seventy- (70) mile radius limit from the City of Pinole for persons carrying the beepers.

8.4 Standby Protocol.

The Police Department will call the primary number twice in a 15-minute period. If there is no answer to these calls, the Police Department will call the secondary number. If whoever responds to a call requires assistance, they will call the other person on call. If there is no response within 15 minutes, the person who responded will call the home telephone number of the other on-call employee.

If unable to locate this person, the responding employee shall call other employees for assistance. The person not on call who responds will be remunerated at the standby pay at the holiday rate for that day. Persons on standby not responding to a call will not be paid for that day (except if they had responded to another call and are unavailable).

8.5 Standby Schedule Assignments.

Schedule changes will have to have prior approval from the Public Works Director/City Engineer through the Public Works Manager or Wastewater Treatment Plant Manager.

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

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

8.6 Standby Exceptions.

Standby assignments for the Wastewater Treatment Plant personnel and the Wastewater Mechanic shall be identical of the above except that these personnel will carry the cell phone through Monday because of days off. There will be only one employee assigned to standby per two-week period.

8.7 Rest Periods While on Standby.

An employee on standby who is called out between 1:00 a.m. and 4:00 am and who performs a minimum of two (2) hours of work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift.

For purposes of determining the time frame of the rest period, an employee will be required to "clock out" upon their departure from their workplace. The employee shall use the City-provided time method for this purpose located in their assigned workplace. It is understood that the six-hour rest period shall commence at the time the employee "clocks out" from work.

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

8.8 Amount of Standby Pay.

During the term of this MOU agreement, the City agrees to pay the standby designee as follows:

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

8.9 Mileage Reimbursement While on Standby.

Mileage reimbursement from portal to portal travel shall be paid to employees called back pursuant to the City adopted mileage reimbursement rate in effect for all city travel.

ARTICLE IV. ACTING IN HIGHER CLASSIFICATION

9.1 Out-of-Class Pay Defined and Rate of Pay.

In the event an employee is assigned and performs duties in a higher classification, following the fifth consecutive 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 X. SICK LEAVE

10.1 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 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.

10.2 Sick Leave Incentive.

Employee sick leave use shall be reviewed by the City at the end of each calendar year to determine if any employee qualifies for the sick leave incentive. Employees who do not use any sick leave for six consecutive months 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.

10.3 Use of Sick Leave for Family Care.

Employees may use sick leave for illness or disability in his/her immediate family. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year.

10.4 Use of Sick Leave.

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year.

10.5 Other Use of Sick Leave.

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

ARTICLE XI. HOLIDAYS

11.1 Authorized Legal Holidays.

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes.

Employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

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

11.2 List of Official Holidays.

Employees shall receive eleven (11) annual paid holidays as follows:

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

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.

City and Union agree to no change in the number of holidays currently listed, and agree to “me, too” language if holiday provisions change with AFSCME.

11.3 Holidays Falling on Saturday or Sunday.

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

11.4 Holidays Falling on a Regularly Scheduled Day Off.

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

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

11.5 Compensation for Hours Worked on a Holiday.

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

ARTICLE XII. VACATION

12.1 Vacation Schedule and Seniority.

Employees shall be given their preference of vacation time, and in the case of conflict between employees, seniority shall prevail. To minimize any conflicts, employees shall submit request for vacation use for the proceeding six (6) months on or before January 10 and July 10 of each year. Seniority referred to herein shall be defined as the date of hire by classification.

12.2 Vacation Buy 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 said employee has a minimum of 160 hours of vacation accumulated.

12.3 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

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 amount.

ARTICLE XIII. MEDICAL INSURANCE

13.1 Medical Insurance Provided.

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

Rates:	(*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 (August 4, 2015) and Local 1 (August 18, 2015) and notification and approval by CalPERS Health.

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

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

The City pays the medical premiums for the preceding month in the prior month. Employees share of medical premium are also deducted concurrently with the one month in advance. Any increase in the premium the City agrees to pay towards employees medical will be applied concurrently with the employee deduction.

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

For part-time 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.

13.2 Retiree Medical Insurance.

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

- Existing retirees retain their retiree health contribution rate.
- Employees hired before July 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before July 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.
- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:

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

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

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

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

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

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

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

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

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

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

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after

separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

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

13.3 Medical In-Lieu Payments.

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

- One-party coverage = \$225
- 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 the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage status change. It is the 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 XIV. DENTAL INSURANCE

14.1 Dental Insurance Provided.

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

14.2 Orthodontic Insurance Provided.

During the term of this MOU agreement, 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 maximum orthodontic 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.

ARTICLE XV. VISION INSURANCE

15.1 Vision Insurance Provided.

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

For part-time 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 XVI. LIFE INSURANCE

16.1 Life Insurance Provided.

During the term of this MOU agreement, the City agrees to provide term life insurance in the amount of \$40,000 per employee in the Local One unit. Selection of the carrier shall be at the discretion of the City.

16.2 Life Insurance Premium Rates.

During the term of this MOU agreement, the City shall pay for all premium increases to life insurance coverage of \$40,000 per year per employee in the Local One unit.

ARTICLE XVII. DISABILITY INSURANCE

17.1 Disability Insurance Provided.

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

17.2 Disability Insurance Premium Rates.

During the term of the MOU agreement, 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.

17.3 Disability Insurance Option for Upgrade.

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 Local One unit members opt for this upgraded coverage with said expense taken as a payroll deduction.

ARTICLE XVIII. DOMESTIC PARTNERSHIP AND COVERAGE DEFINED

18.1 Domestic Partnership and Coverage Defined.

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

ARTICLE XIX. TUITION REIMBURSEMENT PROGRAM

19.1 Eligibility for Participation in the Tuition Reimbursement Program.

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three 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.

ARTICLE XX. PREMIUM PAY

20.1 Pesticide Applicators License.

During the term of the MOU agreement, the City will pay those employees who have a current Pesticide Applicator's License and utilize said license in their job responsibilities shall receive an additional \$75.00 per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine if they are eligible for pay.

20.2 Agricultural Pest Control License.

During the term of this MOU agreement, the City will pay those employees who have a current Agricultural Pest Control Adviser's License and utilize said license in their job responsibilities shall receive an additional \$75.00 per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City manager will determine if they are eligible for pay.

20.3 Wastewater Treatment Plant Operators Grade License.

During the term of the MOU agreement, the City will pay those employees who have a current Wastewater Treatment Plant Operator's Certification Grade III License or above \$75.00 per month. Employees who possess a higher-grade certificate than what is required in their assigned job classification shall also be eligible for this pay. For example, if an employee is classified by the City as a Wastewater Treatment Plant Operator I and possesses a State Wastewater Treatment Plant Operator II certification, he/she is eligible for this pay.

20.4 International Certified Building Official Certificate.

During the term of this MOU agreement, the City will pay those employees who have a current International Certified Building Official Certificate and utilize said certificate in their job responsibilities shall receive an additional \$75.00 per month. The City will assume all costs of maintaining such licenses. This pay shall only be provided to employees whose job classification does not require the certification, as outlined in the job description. The Department Manager with the approval of the City Manager will determine if they are eligible for pay.

20.5 ASE Refrigerant Recovery and Recycling Review Certificate.

During the term of this MOU agreement, the City will pay those employees who have a current Air Conditioning License and utilize said license in their job responsibilities shall receive an additional \$75.00 per month. This pay shall only be provided to employees whose job classification does not require the certification, as outlined in the job description. The Department Manager with the approval of the City Manager will determine if they are eligible for certificate pay.

20.6 Educational Degrees.

During the term of this MOU agreement, the City will pay those employees who have earned degrees from accredited college institution additional pay as follows:

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

An employee is only eligible to receive educational degree premium pay for either an Associates of Arts/Science degree or Bachelor of Arts/Science degree. This amount of pay is based on an employee possessing either an AA/AS or a BA/BS degree and not for both. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly scheduled 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.

20.7 Bilingual Pay.

During the term of this MOU agreement, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency for the benefit of the City shall receive bilingual pay of an additional 5% of their monthly base salary. This premium pay will be effective the first day of the pay period following successful completion of the testing process.

ARTICLE XXI. RETIREMENT

21.1 CalPERS Retirement Plan.

The City shall provide retirement benefits through a contract with the Public Employees Retirement System (CalPERS). The City's retirement plan is the 2.5% at 55 Plan for "classic" employees as defined by PEPR and CalPERS. Employees hired on or after January 1, 2013 that are "New Members" as defined by PEPR and CalPERS are under the 2% at 62 Plan.

21.2 Employee and Employer Contribution Rates.

Employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS will be responsible to pay their contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate under the 2.5% at 55 Plan shall be as follows:

- The City employer contribution shall not exceed 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).

ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

22.1 Uniform Laundry Service.

The City shall provide a weekly laundry service to the Police Property Specialist, and all represented maintenance and related classes for which the City requires standard attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost for his/her uniform laundry services shall be reported as compensation to the employee.

22.2 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.

22.3 Community Services Officer Uniform Allowance.

During the term of this MOU agreement, the City-provided uniform allowance for Community Services Officers shall be \$650.00 per year.

22.4 Community Services Officer and Police Property Specialist Safety Equipment.

- a. Community Services Officer: the allowance provided by the City for the purchase of safety equipment for the classification of Community Services Officer shall be \$130.00 per year.

- b. Police Property Specialist: Employees in the classification of Police Property Specialist shall be provided safety equipment by the Department, including a flashlight and holder and radio and holder, and other safety equipment as deemed necessary by the Department.

22.5 Withholding Payment of Clothing Allowance.

Payment of the clothing allowance shall be withheld from employees in the following types of status:

- a. For the amount of injury leave or sick leave in excess of three consecutive months;
- b. Medical leave of absence without pay; and/or
- c. Any leave, paid or unpaid, following an application for disability retirement.

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

ARTICLE XXIII. CERTIFICATION FEES

23.1 Payment for Certificate Issuance and Renewals.

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

23.2 Payment of Department of Transportation License Fees.

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

An employee shall have the option to utilize any of the City's approved medical providers for the required medical examination (Concentra or Muir Diablo). The employee shall also have the option to use the Provider of their choice, however they shall only be reimbursed up to the City annually negotiated rates with Concentra and Muir Diablo.

ARTICLE XXIV. USE OF CITY EXERCISE FACILITY

24.1 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 this 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 XXV. BEREAVEMENT LEAVE

25.1 Time Off for Bereavement Leave.

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. Employee shall take consecutive days off. However, when it is reasonable and necessary and good cause is shown, and upon approval of the Department Head, 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 or her immediate Supervisor or the Department Head prior to the time set for beginning his/her next shift.

25.2 Definition of Immediate Family.

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

ARTICLE XXVI. GRIEVANCE PROCEDURE

26.1 Grievance Defined.

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

26.2 Reflection for Use of Procedure.

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

26.3 Grievance Procedure Defined.

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance, through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To insure fair and equitable treatment of all employees.

26.4 Grievance Process.

Conduct of Grievance Procedure shall be as follows:

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

26.5 Grievance Procedure.

The Grievance Procedure shall be as follows:

Step 1.

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

A grievance involving disciplinary action cannot be resolved at a level less than that at which the decision for disciplinary action was made. The aggrieved employee may petition to the individual who initiated the action being grieved; or, may petition the next higher level of supervision for resolution of the grievance.

Step 2.

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

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

Step 3.

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

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

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

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee. Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he then considers appropriate to review and settle the grievance. He/she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report.

If the grievance results from disciplinary action taken against the employee, and steps one and two of the grievance procedure have been exhausted, the City Manager as Hearing Officer shall conduct a hearing, within 30 days of the receipt of the employee's appeal or Employee Appeals Board report if such has been requested. However, upon receipt of an Employee Appeals Board report, the grievance procedure may be concluded if mutually agreed between the grievant and the Department Manager.

If a hearing, though, is to be conducted, the City Manager may continue the hearing either for the convenience of the City or upon written application of the employee for a period not to exceed an additional 30 days. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the employee.

Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the employee and other persons may be examined as provided in Section 19580 of the Government Code, the employee may be represented by an attorney or his recognized employee organization, and the parties may submit all proper and competent evidence against or in support of the causes. The City Manager shall render a written decision within fifteen days after concluding the hearing, and the decision of the City Manager shall be final and not subject to review or appeal by the City Council.

ARTICLE XXVII. PROBATIONARY PERIOD

27.1 Objective of the Probationary Period

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

27.2 Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

By mutual written agreement of the 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.

27.3 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 XXVIII. AGENCY SHOP

Effective July 1, 1997, the City entered into an Agency Shop Agreement with Local One. All employees subject to this agreement must either join the Union, pay a service fee to the Union, or execute a written declaration stating that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. To that end, all employees must sign a form authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee.

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

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

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

28.1 Objection to Union Membership.

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

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

28.2 Annual Local One Financial Reports Required.

Local One shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article, at the offices of the Union. Failure to file such a report within one hundred (100) days of within the close of the Union's fiscal year shall result in the

termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

28.3 Deduction of Union Dues.

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

28.4 Reimbursement for Costs of Implementing Article XXVII.

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

28.5 Indemnification.

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

ARTICLE XXVIX. MANAGEMENT RIGHTS

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

- a) The right to determine the mission of the City, including without limitation the City's agencies, department, divisions, boards, and commissions;
- b) The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction location and determination of the size and mission of the work force;
- c) The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for an position (s) within the City;
- d) The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;

- e) The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;
- f) The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualification are met;
- g) The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h) The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i) The right to schedule and assign work, make reassignments and assign overtime work;
- j) The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k) The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l) The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and
- m) The right to maintain orderly, effective and efficient operations.

"The City's reservation of its management rights does not modify the City's obligation to meet and confer on the impacts of management rights decisions on the terms and conditions of employment of employees covered by this MOU, to the extent that meet and confer would be otherwise required by the Meyers Milias Brown Act."

ARTICLE XXX. DURATION

30.1 Term.

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

30.2 MOU “Meet and Confer” Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of Section 28.3.

Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

The parties shall begin meeting to negotiate a successor agreement no later than February 1, 2018.

30.3 Notice of Termination.

This Agreement shall continue in force and effect thereafter from year to year unless either party gives written notice one hundred and twenty (120) days prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

30.4 Effective Date.

All provisions contained in this agreement are effective on the agreement execution date unless otherwise specified.

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

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

CITY OF PINOLE

Belinda B. Espinosa
Belinda B. Espinosa, City Manager

8-19-2015
Date

PUBLIC EMPLOYEES UNION, LOCAL ONE

Ana Morales
Ana Morales, President

8/18/15
Date

Robert Ouellette
Robert Ouellette, Negotiator

8-18-15
Date

Will Pica
Will Pica, Negotiator

8/19/15
Date

My Ng
My Ng, Negotiator

08-18-15
Date

Patricia Silva
Patricia Silva, Alternate

8/18/15
Date

Lisa Davis
Local One Senior Business Agent

8/18/2015
Date

City of Pinole Salary Ranking

ATTACHMENT A

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL ONE @ 12/13/10										
Accounting Assistant I	2449	14.1279	2571	14.8343	2700	15.5760	2835	16.3549	2977	17.1726
Accounting Assistant II	2650	15.2884	2782	16.0528	2922	16.8555	3068	17.6983	3221	18.5832
Accounting Technician	3699	21.3423	3884	22.4094	4079	23.5299	4282	24.7064	4497	25.9418
Administrative Secretary	4098	23.6434	4303	24.8256	4518	26.0669	4744	27.3703	4981	28.7388
Cable Access Technician	4452	25.6870	4675	26.9714	4909	28.3200	5154	29.7360	5412	31.2229
Cook		14.9416		15.6887		16.4731		17.2968		
Community Service Officer	3698	21.3365	3883	22.4033	4077	23.5235	4281	24.6997	4495	25.9347
Custodian	2315	13.3557	2431	14.0235	2552	14.7246	2680	15.4609	2814	16.2340
Environmental Assistant	2585	15.2907	2715	16.0553	2850	16.8580	2993	17.7010	3143	18.5860
Fleet Maintenance Mechanic	4788	27.6254	5028	29.0068	5279	30.4571	5543	31.9800	5820	33.5790
Field Maintenance Mechanic	4221	24.3493	4432	25.5668	4653	26.8452	4886	28.1875	5130	29.5969
Information Systems Technician I	2494	14.3907	2619	15.1102	2750	15.8658	2888	16.6591	3032	17.4920
Information Systems Technician II	4534	26.1598	4761	27.4678	4999	28.8412	5249	30.2833	5512	31.7975
Laboratory Analyst	4609	26.5910	4840	27.9206	5082	29.3167	5336	30.7825	5602	32.3217
Lead Records & Property Specialist	4078	23.5264	4282	24.7027	4496	25.9379	4721	27.2348	4957	28.5966
Office Assistant	3478	20.0640	3652	21.0672	3834	22.1206	4026	23.2267	4227	24.3880
Permit Technician	4128	23.8147	4334	25.0055	4551	26.2558	4779	27.5686	5017	28.9471
PW Maintenance Worker	3888	22.4304	4082	23.5520	4286	24.7296	4501	25.9661	4726	27.2644
PW Senior Maintenance Worker	4222	24.3565	4433	25.5743	4655	26.8531	4887	28.1957	5132	29.6056
PW Maintenance Supervisor	5281	30.4697	5545	31.9932	5823	33.5929	6114	35.2726	6420	37.0362
Police Property Specialist	3698	21.3365	3883	22.4033	4077	23.5235	4281	24.6997	4495	25.9347
Records & Property Specialist	3699	21.3423	3884	22.4094	4079	23.5299	4282	24.7064	4497	25.9418
Recreation Activities Specialist		20.4824		21.5066		22.5819		23.7111		24.8966
WWTP Operator	4735	27.3201	4972	28.6862	5221	30.1205	5482	31.6266	5756	33.2079
WWTP Senior Operator	5228	30.1620	5489	31.6702	5764	33.2537	6052	34.9164	6355	36.6623
WWTP Maintenance Mechanic	4221	24.3493	4432	25.5668	4653	26.8452	4886	28.1875	5130	29.5969
WWTP Senior Maint. Mechanic	5228	30.1620	5489	31.6702	5764	33.2537	6052	34.9164	6355	36.6623
WWTP Operator in Training	3881	22.3922	4075	23.5119						

"Monthly: columns rounded to the nearest dollar.

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

RESOLUTION 2015-59

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

WHEREAS, the Memorandum of Understanding between the City of Pinole and Local 1 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 Local 1 to negotiate a successor agreement; and

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

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

PASSED AND ADOPTED this 18th day of August 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

