

Resolution No. 11-119

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES CITY EMPLOYEES' ASSOCIATION,
LOCAL 620, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

July 1, 2011 - June 30, 2012

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As adopted by Resolution No. _____, _____.

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July 1, 2011 - June 30, 2012

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of the Memorandum of Understanding shall be for 12 months commencing July 1, 2011, and expiring on June 30, 2012. Meet and confer shall commence no later than April 15, 2012.

2. SALARY SCHEDULES

Unit classifications shall be assigned to salary ranges and receive salary increases as presented in the Salary Range Table.

The City and Union agree that the salary increase originally scheduled for April 1, 2009 shall be further deferred to June 1, 2012.

The City agrees that it will not propose any further deferral of this salary increase.

3. PERS RETIREMENT BENEFITS

The City of Paso Robles shall continue to provide the Public Employees Retirement System (PERS.) of the State of California to unit employees. The contract with PERS. as approved by the City Council is the 2.5% @ 55 formula for General Services Unit Employees. The City shall pay the employee's eight percent (8%) Public Employees Retirement System (PERS) contribution. The funds contributed shall continue to be considered the employee's contribution under PERS reporting regulations.

The City shall report its payment of the eight (8%) percent contribution as special compensation pursuant to Section 20636(C)(4). Accordingly, the eight (8%) percent will be considered compensation for retirement purposes.

The City shall continue to provide the "twelve highest consecutive months" benefit calculation for unit employees (Single Highest Year) and the credit for unused sick leave option.

Retirement for employees hired on or after January 1, 2012 (or as soon thereafter as PERS allows) shall be as follows:

1. 2% @60
2. 36 highest consecutive months
3. Employees shall pay the 7% employee contribution

4. PAYCHECKS

During the term of this Memorandum of Understanding the City will pay regular checks on a bi-weekly basis. Regular checks shall be available at the end of each shift, but not before noon, on the Friday one week following the end of each pay period.

The City will make every reasonable effort to correct pay check errors as soon as possible. When pay checks are issued on a Friday, employees shall be given the opportunity to see or be told of the amount of their pay check at noon in order to have a reasonable time to have errors corrected. The foregoing shall not be interpreted to allow any disruption of normal work schedules and/or procedures.

5. HOURS OF WORK AND OVERTIME

The normal working schedule for full-time employees shall be eight (8) hours per day or forty (40) hours per week. This shall not be construed to mean that an employee is guaranteed eight hours per day or forty hours per week. One (1) hour off for lunch shall not be considered duty time. At the discretion of the Department Head, those employees under his/her assignment may have a thirty (30) minute lunch period. The duration of the lunch period shall begin when work stops at the work site and ends when work resumes at the work site. All authorized time worked in excess of forty (40) hours per week, or on a holiday recognized in this Memorandum of Understanding shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular base hourly rate of pay. "Time worked" shall include holidays, jury duty, sick leave, bereavement leave, and previously-scheduled vacation and compensatory time off for purposes of this paragraph. Overtime of less than Seven (7) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour. For the purpose of computing overtime payments under the Fair Labor Standards Act, the work week for non-exempt positions shall be a seven (7) day period beginning at 12:01 A.M., Sunday and ending at 12:00 midnight Saturday.

At the request of any employee eligible for overtime pay, his/her supervisor may provide that, in lieu of any cash payment for any overtime, he/she may be allowed compensatory time off with pay at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Any such time shall be taken at a time mutually agreed upon by the employee and his/her supervisor. The maximum accrual of compensatory time off shall be eighty (80) hours. In the event that such time off is not taken by the employee, he/she shall be given cash payment for the overtime worked at the overtime rate based on his/her salary at the time the overtime is paid.

6. MEAL & REST PERIODS

Except for personnel assigned to continuous operations, a meal period shall be provided all employees to be scheduled approximately midway through the regular workday. This period shall not constitute paid time and shall be no less than 30 minutes. Two (2) paid rest periods of ten (10) minutes each may be provided all employees during each half of their regular eight-hour workday. Whenever possible, breaks will be taken at the work site. If breaks are not taken at the work site, any travel time will be included in the ten (10) minute break period.

7. INSURANCE

Benefits shall be those in effect on the ratification date of this agreement or as subsequently modified by written agreement of the parties.

A. LIFE INSURANCE

During the term of this Memorandum of Understanding, the City shall pay to the insurance carrier 100% of all employees' premiums payable. All eligible employees shall be covered by a life insurance plan with double indemnity. Effective July 1, 2006 or as soon as possible thereafter, coverage will be increased from \$ \$35,000 to \$75,000. Employee will be taxed on the cost of the premium exceeding \$50,000 of coverage.

B. MEDICAL AND DENTAL INSURANCE

HEALTH

The Blue Cross PPO One Plan will be offered to all unit employees. City and employee contributions will be as follows:

Employee Only	City pays 100%
Emp+ 1 Dependent	City pays \$805.53; Employee pays \$111.41
Family	City pays \$1141.30; Employee pays \$168.58

DENTAL

The Delta Dental Plan will be offered to all units. City and employee contributions will be as follows

Employee Only	City pays 100%
Family	City pays \$93.63; Employee pays \$6.92

For the term of this agreement, for both health and dental insurance, the City will modify its maximum dollar contribution by an amount equal to 100% of the

employee only premium and three quarters (3/4) of premium increases for employee and dependent(s). Employees shall be responsible for the remaining one quarter (1/4) of any increases.

BENEFITS

Benefits shall be those in effect on the ratification date of this agreement or as subsequently agreed to by the parties.

C. VISION INSURANCE

During the term of this Memorandum of Understanding the City shall provide a vision insurance plan for all unit employees. City and employee contribution will be as follows:

City pays \$14.96 Employee pays: \$0.00

For the term of this agreement the City will modify its maximum dollar contribution by an amount equal to three quarters (3/4) of premium increases for employee and dependent(s). Employees shall be responsible for the remaining one quarter (1/4) of any increases.

D. RETIREE MEDICAL INSURANCE

The City agrees to provide the following Retiree Health Benefits provided that retirees have retired from the City of Paso Robles under established PERS Benefit package, and have a minimum of Ten (10) years City service. This provision applies to all regular, full-time City employees.

The City agrees to reimburse the retiree for retiree and/or retiree's dependent health (medical/dental/ vision) insurance premiums, disability insurance, long-term health care or life insurance premiums, provided that retiree has retired under established P.E.R.S. benefit package, up to five hundred (\$500) dollars per month maximum.

Employees with a hire date of 1/1/12 and thereafter with at least twenty (20) years of City service five hundred (\$500) dollars per month maximum **only** until Medicare eligible (age 65).

8. UNIFORMS

A. The City agrees to furnish one (1) clean uniform per day for employees in the classifications below:

Auto Service Workers
Equipment Mechanic
Maintenance Specialist I, II, III
Wastewater Plant Operator I, II, III
Sr. Engineering Insp.
Engineering Inspector*
Building Inspector*

*Upon Request

Employees hired to fill newly-created classifications will also receive uniforms under this section, if the wearing of a uniform is required. Uniforms for the above-listed field personnel are to be worn during work and may be worn to and from work. Employees failing to report in uniforms as required or drinking alcohol while in uniform are subject to all normal disciplinary actions.

- B. The City shall provide one winter jacket for all employees working in the classifications in 8A above. Jackets shall be "wash and wear" and shall be replaced on an as needed basis as determined by the department head. However, jacket replacement shall not exceed one jacket per year. The employee is responsible for laundering, minor repairs and any repairs necessitated by employee negligence. The jacket shall be considered City property.

9. SAFETY SHOES

During the term of this Agreement, the City shall pay to all unit employees regularly engaged in physical labor one-hundred sixty (\$160.00) dollars per fiscal year toward each pair of safety shoes purchased. Proof of purchase is required. The safety shoes must then be worn during all working hours where there is a need for safety shoes. Amounts not spent in any fiscal year may be carried forward to the next fiscal year.

Effective July 1, 2006, with the approval of the supervisor, employees may be authorized to obtain a second pair at the same value if damaged in the line of duty.

10. TOOL ALLOWANCE

The City will provide four hundred (\$400) dollars per fiscal year as a tool allowance for shop employees who are required to use their tools on the job. The City's policy of paying (upon the authorization of the Department Head) for the replacement of broken and/or worn out tools will continue.

11. VACATION LEAVE

Vacation leave with pay shall accrue in accordance with the following schedule:

Years of Service	Rate Earned	Vacation Accrual
0-3 yrs.	10/12 per mo.	80 hrs. (10 days)
4-5	12/12 per mo.	96 hrs. (12 days)
6-7	14/12 per mo.	112 hrs. (14 days)
8-9	16/12 per mo.	128 hrs. (16 days)
10-11	18/12 per mo.	144 hrs. (18 days)
12 & over	20/12 per mo.	160 hrs. (20 days)

Employees requesting vacation shall do so at least two weeks in advance. Vacation leaves requested less than two weeks in advance will be considered only when a bona fide need can be demonstrated, involving a situation which could not have reasonably been foreseen.

12. VACATION BUY BACK

Employees who have accrued vacation and/or compensatory time off at least equal to three weeks shall have the option of receiving pay in lieu of time off for one week of the accrued time per year, provided that they are taking one consecutive week of vacation and/or compensatory time off and including the one consecutive week, will have taken two weeks off during the year. Payment shall be made at straight time.

13. HOLIDAYS

The following days shall be paid holidays for employees:

Memorial Day	Labor Day
Independence Day	Veteran's Day
Thanksgiving	Day after Thanksgiving
Christmas	New Year's Day
Martin Luther King's Birthday (third Monday in January)	President's Day (third Monday in February)
Employee's Birthday	

Employees may also request the day before or after the Christmas holiday (day observed) or the day after the New Year's holiday (day observed) in lieu of the day before one of the holidays. Employees shall be limited to a total of one holiday either before or after the holidays designated above and it is understood that final determination as to which holiday is allowed shall be made by management.

When any of the above-listed holidays falls on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly work on Saturday and/or Sunday, then the holiday will be specified by the above-listed dates.

Employee's Birthday: An employee is entitled to the observance of his/her birthday as a holiday. The holiday may be taken after the birthday only if work requirements of the department permit. When his/her birthday falls on another holiday to which he/she is entitled, or a regularly scheduled day off, the birthday holiday shall be observed, if possible, on the day immediately preceding or following the day of his/her birthday. If he/she is required to work on his/her birthday, the employee shall be given a substitute day off with pay at straight time on a day designated by the Department Head. Under no circumstances shall holiday pay be allowed for work performed on a birthday.

During the term of this agreement only, employees shall be granted one additional floating holiday. Subject to normal time off approval processes, this day must be taken off by June 30, 2012.

14. BEREAVEMENT LEAVE

Up to a three (3) day paid leave, where the death and service are within the State of California, and up to a five (5) day paid leave where the death or service is outside the State, shall be available to employees who suffer the death of a relative (defined as spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage) for the purpose of attending the funeral and making other arrangements at the time the loss occurs. Bereavement leave shall not be authorized more than two (2) times within a calendar year and shall not be charged against an employee's sick leave or vacation bank.

15. STANDBY PAY

Water and Wastewater Division personnel will perform assigned tasks on Saturdays, Sundays and holidays. Employees shall be paid normal overtime rates for assigned tasks for the hours of work actually performed. Employees will be on call for the remainder of the following week. Standby compensation pay shall be one dollar seventy five cents (\$1.75) per each hour of standby time. Employees will be paid at the time and one half rate for time actually worked if called out with a two (2) hour minimum for each call out.

16. SICK LEAVE

All eligible employees shall accrue one (1) working day of sick leave with pay for each month of service. Accumulation of sick leave shall be unlimited.

Absence Requirements: Sick leave with pay shall only be granted upon the recommendation of the Department Head in case of bona fide illness or disability, including pregnancy of the employee, or in the event of illness or death (for approved time in excess of that provided by bereavement leave) of a relative (meaning spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage.) Sick leave may also be used for medical and dental appointments.

An employee is expected not to absent himself/herself from work without making prior arrangement with his/her supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must make a sincere effort to immediately notify his/her supervisor, but in any event no later than one (1) hour from the employee's starting time, of his/her reason for being absent. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged with his/her supervisor. Evidence may be required by the Department Head or Personnel Director in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave is or was requested. In proper cases exceptions may be made by the City.

Evidence may be required either in advance or at the time an employee calls in sick. The above, however, shall not preclude the City from conducting any necessary investigation, including requiring of doctors' certificates, at anytime, in cases where evidence of possible sick leave abuse develops.

Any unauthorized absence may be grounds for disciplinary action by the Department Head. Any employee who absents himself/herself for three (3) days or more without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed by the City.

17. FAMILY LEAVE

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of 12 months and have worked at least 1250 hours during the 12 month period preceding Leave:

1. Up to 4 months (88 workdays) unpaid leave in a 24 month period. Intermittent leave is allowed.
2. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
3. The employee's insurance including medical, dental, vision, LTD, and life insurance will be maintained under the same conditions as if the employee were still working.
4. Request for leave must be made 30 days prior to leave, if foreseeable.
5. Employee may use accrued vacation, holiday, personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.

6. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the State FCLA and Federal FMLA apply.

18. PERSONAL LEAVE

An employee may use three (3) sick days (24 hours) per year which shall be designated as “personal leave days.” In no case shall personal leave days be taken in excess of three (3) days in any one calendar year. Personal leave days shall not be counted against an employee’s sick time usage for evaluation purposes.

19. DUES DEDUCTION

The City and Union agree that requests for, changes in, and cancellations of Union dues and other deductions referenced in this Article, shall be promptly processed through the Union and put into effect at the employee's, or in the case of authorized changes pursuant to the Union's bylaws at the Union's request. Deductions may vary by employee. Changes will be processed as soon as practical. Deductions shall be made from each pay check and remitted to the Union biweekly.

The City agrees to promptly provide to the Union a list of employees hired or transferred into the unit including; at a minimum, the name, class title, department, and division location.

The Union agrees to indemnify and hold the City harmless from any liabilities which may arise as a result of the application of this Article. Requests for deductions shall be made on Union Authorized cards in accordance with applicable State law. Changes to the Union authorized card shall require approval by the City in advance.

20. UNION SECURITY

- A) “Maintenance of Membership”

All unit employees who, on the effective date of this Memorandum, are members of SEIU, Local 620, and all such employees who thereafter voluntarily become members of Local 620, shall maintain their membership in Local 620; subject to the right to resign membership during the period commencing thirty (30) days prior to the expiration of this MOU and ending on the effective date of the expiration of this MOU.

- B) Agency Shop

Pursuant to legislation enacted by SB 739 and amendment to the Meyers-Milias-Brown Act, the City and the Union agree to abide by the following provisions as they relate to an agency shop and an agency shop election.

1. Agency Shop as defined under Meyers-Milias-Brown means “an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, general assessments of the organization.” The City and the Union agree that an agency shop arrangement between the City and Union has been placed in effect pursuant to an employee election:
2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or finally support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list approved by the City for the purpose of payroll deductions. Proof of the payments shall be made on a bi-weekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.
 - (a) To qualify for the religious exemption, the employee must provide to the Union, with a copy to the City, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The City will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.
3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the City shall deduct the agency fee from the employees pay check. The City agrees to promptly remit to the union all monies deducted accompanied by a “Bi-weekly Agency Fee Deduction report” to include the names, social security numbers and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.
4. The agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:
 - (a) A request for such a vote is supported by a petition of at least 30% of the employees in the bargaining unit;

- (b) The vote is by secret ballot;
 - (c) The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during the term.
- 5. An agency shop arrangement shall not apply to management or confidential employees.
 - 6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.
 - 7. The Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

21. UNION STEWARDS

- A. The City authorizes the Paso Robles SEIU Services Employees Union to appoint five (5) "union stewards" and one chief steward, any of which may represent an employee subject to the City's grievance procedure.
- B. The Union shall provide the Municipal Employee Relations Officer with a list of all authorized union stewards, and the list shall be kept current.
- C. An employee and/or his/her "union steward" representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance as provided for in Article 21, upon notification and approval of the Municipal Employee Relations Officer or his designee.
- D. The Municipal Employees Relations Officer will approve employee and/or union steward taking official City time to investigate and process a grievance when and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City.
- E. It is understood that the employee and/or union steward shall make every reasonable effort to perform any of the above activities on off-duty time.
- F. The Union shall reasonably distribute workload among stewards so as to avoid excessive time off for any one individual(s).

Negotiations Release Time

The City agrees to release no more than six (6) union members to participate in the formal meet and confer sessions with the City representatives. No other release time is authorized for negotiations purposes.

22. UNION ACCESS TO WORK LOCATIONS

- A. The City agrees that an authorized union staff member shall be granted access to work locations to participate in the investigation and processing of grievances per the grievance procedure (Article 21), or to observe working conditions, when and to the extent necessary, and only if it will in no event adversely affect the operational, security or safety requirements of the City, upon the approval of the Municipal Employees Relations Officer or his designee.
- B. The Union shall provide a Municipal Employee Relations Officer with a list of all authorized staff representatives, and the list shall be kept current by the Union.
- C. When and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City and upon notification and approval of the Municipal Employee Relations Officer or his designee, an authorized union staff member is permitted to communicate with employee(s) without loss of compensation. It is not the intent of this section to allow general union meeting on City time; but rather to allow investigation and discussion of working conditions, grievances and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.
- E. The City will allow the use of existing bulletin board space at the following locations: 1) Street Department; 2) Water Department; 3) Wastewater Department; 4) Employee Lounge; 5) Library; 6) City Hall. Bulletin Board space shall be used only for the following subjects: 1) Local 620 recreational information, social and related news bulletins; 2) Scheduled meetings; 3) Information concerning elections or results thereof; and 4) reports of official business of Local 620.

Prior to posting under numbers 1 through 4 above, it shall be initialed by an authorized representative of the Union and the City. All outdated materials must be removed by the Union.

23. ADVANCEMENT IN SALARY

The salary range as set forth for each classification is divided into five (5) steps, subject to the provisions of Flexible Staffing policies, which shall be interpreted and applied as follows:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of six (6) full calendar months of satisfactory service in a classification, only if granted by the Department Head and subject to the approval of the City Manager or his designee.
- C. The third, fourth and fifth steps shall be granted to an employee who has proven himself fully qualified and rated satisfactory or above in a given classification for one full additional year from the granting of previous step increases, only if granted by the Department Head and subject to the approval of the City Manager or his designee.

An employee must always continue to maintain an acceptable level of performance and shall be evaluated by his/her Department Head annually. If the written evaluation by the Department Head does not support a continued acceptable effort, an individual may be reduced by the Department Head with the approval of the City Manager or his designee.

Commencing January 1, 2010 all merit step increases were suspended. Earned step increases will be implemented on June 1, 2012, , they will not be retroactive.

The City agrees that it will not seek further deferral of earned merit step increases.

24. JURY DUTY

Employees shall be granted leave with full pay when called for jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work on the first day following the end of jury duty service.

25. GRIEVANCE PROCEDURE

PURPOSE:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below.

- B. The purpose of this procedure is:
 - 1. To resolve grievances informally at the lowest possible level.
 - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

DEFINITIONS:

- A. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Agreement or of rules or regulations, or resolutions, or ordinances governing personnel practices or terms and conditions of employment which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
- B. As used in this procedure the term "immediate supervisor" means the individual so designated by City management who assigns, reviews and directs the work of an employee.

TIME LIMITS:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action with the time limits contained in the grievance procedure, but with the written consent of all parties the time limitations for any step may be extended.

STEP 1:

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within seven (7) days, the immediate supervisor shall give his decision or response.

STEP 2:

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
 - 1. Thirty (30) days after the event of circumstances occasioning the grievance; or
 - 2. Within seven (7) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.

- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection 1, above, the period in which to bring the grievance shall not be extended by subsection 2 above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the persons designated by the City management as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within seven (7) days after the initiation of the Step 2 grievance, the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

STEP 3:

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) days to the City Manager or his designated representative. The employee may be represented by a representative of his/her choice.
- B. The City Manager or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the City Manager or his designated representative determines it is desirable, he/she shall hold conference(s) or otherwise investigate the matter.

STEP 4:

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within fourteen (14) days to the City Council. The employee may be represented by a representative of his/her choice.
- B. The determination of the City Council shall be the final and binding step of the grievance procedure.

26. ALTERNATIVE DISPUTE RESOLUTION PROCESS

As an alternative of Step 4 of the grievance procedure and disciplinary appeals to the City Council, including termination appeals; employees may elect the following dispute resolution procedure. This procedure shall involve use on an outside hearing officer who shall have final and binding authority to settle the dispute as set forth below.

Hearing Officer

1. Upon election of the hearing officer option; the City and the employee (or the employees representative shall attempt to mutually agree on an impartial hearing officer. Should the parties fail to reach agreement on selection of a hearing officer within fifteen (15) days; they shall jointly request a list of five qualified hearing officers from the California State Mediation and Conciliation Service. If the mutual selection cannot be made from the list received within five (5) days, the parties shall select the hearing officer by alternatively striking names until only one name remains; that person shall serve as the hearing officer. The party which strikes the first name from the list of hearing officers shall be determined by a toss of a coin.
2. In cases where the employee elects the hearing officer option; the City shall bear the cost of the hearing officer. Each side shall bear its own cost of representation; including preparation and post hearing briefs, if any.
3. Decisions by hearing officers on matters properly before them shall be final and binding on the parties to the extent permitted by law, No hearing officer shall hear, decide, or make recommendations on any dispute unless the dispute involves matters within the definition of grievances set forth in the Memorandum of Understanding or discipline as defined by the City's Personnel Rules.

Advisory decisions of the Hearing Officer involving appeals of termination actions may be reheard by the City Council within 60 days of the decision if the Council finds by simple majority vote, that the Hearing Officer exceeded their authority or, the decision does not properly interpret the MOU or the submissions of the parties.

4. No hearing officer shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is in the authority of the City Council or other legislative body or to establish any new terms and conditions of employment. Any order of a hearing officer not involving an appeal from discipline requiring a City expenditure of more than \$ 15,000 shall require the approval of the City Council and shall have no force and effect until and unless such Council approval is given. If the City Council does not approve an award pursuant to this section; it shall rehear the matter and issue its own decision on the merits.
5. Election of the hearing officer is in lieu of all other City appeals processes.

27. HEALTH CARE COMMITTEE

A Health Insurance Review Committee composed of representatives of the City, all bargaining units and unrepresented employees shall be established to regularly review the City Health Plan and to study health insurance issues, cost containment, etc., and make recommendations to the City Manager.

The Committee shall meet regularly to review experience reports and other pertinent information and may make recommendations on plan administration and/or structure to the City Manager. The Committee will also review and make recommendations to the City Manager for the resolution of any claims disputes.

The Committee shall develop a means of informing and educating all City employees about health care problems, issues and developments.

28. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to establish and maintain in effect for the term of this agreement an Employee Assistance Program as recommended by the City Health Committee.

29. CALLBACK

Employees called back to work after completion of their normal working hours shall receive a minimum of two (2) hours pay at the appropriate rate of pay. Employees called back to work between the hours of 11:00pm and 6:00am shall receive a minimum of three (3) hours pay at the appropriate rate of pay.

30. CONTRACTING OUT

The City will notify the Union thirty (30) days in advance of City Council action if it intends to contract out the functions currently performed by employees within the unit. Upon request, the City will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the rights of the City Council to contract outside work in its sole discretion.

31. MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.

3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size and characteristics of the work force.
11. Determine financial policy including accounting procedure.
12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the allocation and assignment of work to employees.
15. Determine policy affecting the selection of new employees.
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
17. Determine administration of discipline.
18. Determine control and use of City property, materials and equipment.
19. Schedule work periods and determine the number and duration of work periods.
20. Establish, modify, eliminate or enforce rules and regulations.
21. Place work with outside firms.
22. Determine the kinds and numbers of personnel necessary.
23. Determine the methods and means by which such operations are to be conducted.
24. Required employees, where necessary, to take in service training courses during working hours.
25. Determine duties to be included in any job classification.
26. Determine the necessity of overtime and the amount of overtime required.
27. Take any necessary action to carry out the mission of the department in cases of an emergency.
28. Prescribe a uniform dress to be worn by designated employees.

32. NO-STRIKE

The Union agrees that during the term of this Memorandum of Understanding neither it or the employees it represents will engage in, encourage, sanction, support, or suggest any: (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the department or other City departments, or (6) any other similar actions which would involve suspension of or interference with the normal work of the department or other City Departments.

33. MILEAGE

The City will pay that amount specified by the Internal Revenue Service as the appropriate mileage reimbursement rate.

34. STOLEN PROPERTY

Employees required by the City to use personal property in the course of the performance of their duties shall be reimbursed by the City for the loss of such property if stolen from City premises. Employees wishing to be reimbursed for stolen property shall file standard claims with the City. Reimbursement shall not be made if the property is stolen due to the negligence of the employee.

35. VIDEO DISPLAY TERMINALS

Affected employees shall, upon request, receive a glare screen for usage with their Video Display Terminals ("VDT's"). New Equipment specifications for VDT's shall be provided to the Union for review and comment. The City Safety Committee shall review available studies on VDT usage and make further recommendations as appropriate.

36. PERFORMANCE RATING SYSTEM AND DENIAL OF STEP INCREASE

Personnel language on the performance rating system and denials of step increases shall be as follows:

PERFORMANCE RATING SYSTEM:

A uniform system of appraisal shall apply to all performance evaluation reports. The system utilized shall insure that each employee is evaluated only upon factors which bear directly upon job performance. These factors may include, but need not be limited to: quantity and quality of work; initiative and judgment demonstrated; conduct; and attendance. In addition to ratings based upon individual factors such as those named above, a final rating shall be made on each evaluation report which shall represent an aggregate overall rating of the employee's performance during the rating period.

All evaluation reports must be completed by the employee's immediate supervisor, reviewed by the next higher-level supervisor and approved by the department head or as otherwise determined by the department head. Following review and approval of the report, a copy shall be made available to the employee and discussed with him by the immediate supervisor and such other manager whose participation would be appropriate and beneficial to the discussion. Upon review with the employee, the final report shall be submitted to the appointing authority, with the original to be retained in the employee's personnel file. Employees disagreeing with the evaluation have the right to submit a reasonable amount of relevant rebuttal material to be filed with the evaluation.

The primary purpose of the evaluation report is to provide both the employee and departmental management with a current assessment of the individual's development. These performance ratings shall also be utilized for:

- a. Determining the fitness for appointment to regular status.
- b. Determining advancement to higher steps in the salary range.
- c. As a guide in awarding promotions.
- d. As a record in matters involving disciplinary action.
- e. As the determining factor in effecting layoffs where seniority is equal among two or more employees.
- f. Determining eligibility for reinstatement.

DENIAL OF STEP INCREASE:

If a written evaluation does not support a continued acceptable effort, an individual may be denied a step increase by the department head with the approval of the City Manager or his designee. At that time, a specific program of progress shall be developed to bring the employee's performance to acceptable levels.

An employee whose step increase has been denied because of substandard performance shall be re-evaluated quarterly until an acceptable level of performance is achieved or the employee is otherwise disciplined or terminated pursuant to the personnel rules. If the employee's performance reaches an acceptable level, his/her step increase shall then be granted.

37. EDUCATION REIMBURSEMENT POLICY

The parties have amended the City's Educational Reimbursement Program by providing for a maximum annual reimbursement of \$3000.00. The City and Union also agree that for Union represented employees, courses not related to an employee's work may be approved, if they represent core or required elective units toward an approved degree or relate to the employee's promotional advancement goals within the City.

The City will continue its practice of reimbursing employees for the cost of obtaining required job certifications. Reimbursement shall be made for both the cost of certifications and required continuing education coursework.

38. PERSONNEL RULES

During the term of this agreement, the City may submit revised Personnel Rule language to the Union. Upon request the City shall meet and confer with the Union on any aspects of the rules falling within the scope of representation pursuant to Government Code Section 3504.

The parties agree that the MOU supersedes the Personnel Rules in the event of a conflict between their provisions.

39. MEDICAL REIMBURSEMENT

The City shall maintain in effect the program of reimbursing employees up to Three Hundred Dollars (\$300.00) towards un-reimbursed medical expenses every year. Employees requesting reimbursement shall utilize the form already developed for City management employees.

40. ORGANIZATIONAL DEVELOPMENT & CAREER ENRICHMENT PROGRAM

Unit members shall continue their voluntary participation in the organizational development and career enrichment program.

41. LAYOFF PREVENTION PLAN

The layoff prevention plan is an established personnel policy, as approved by City Resolutions #92-66 and #93-81. If in conflict with this Memorandum of Understanding; the layoff prevention plan shall govern.

42. SAFETY

The City and Union agree that the City's safety program and related training issues shall be governed by the provisions of SB198.

43. PROBATIONARY PERIOD

The probationary period shall be twelve (12) months for newly hired personnel. There shall be no change in the probationary period for promotions. The maximum extension period for probationary periods shall be six (6) months.

44. FLEXIBLE STAFFING (UPDATE)

The City shall maintain flexible staffing in the classifications of : Maintenance Specialist I/II; Administrative Assistant I/II and Technician I/II. In each series, the City shall: 1) Create a new trainee classification; 2) Provide for advancement from trainee to the current II level on the following basis: a minimum of six (6) months at the trainee level;

and a minimum of twelve (12) months at the I level and completion of all requirements for the higher level classification.

45. BILINGUAL PAY

The City agrees to pay one hundred (\$100) Dollars per month per qualified employee to provide bilingual services. Employees shall be required to pass qualifying examinations administered by the City to determine the proficiency for bilingual assignments.

46. DEFERRED COMPENSATION

All unit employees shall be eligible to participate in the deferred compensation program(s). The City will match employee contributions to a maximum of twenty (\$20.00) Dollars per pay period. The City will arrange for an employee orientation meeting on the available deferred compensation programs by the end of November 2006.

47. CHILD CARE

The City shall maintain in effect the existing discount child care program for the term of this agreement.

48. WORKING OUT OF CLASS PAY

When an employee covered by the provisions of this agreement is temporarily assigned in writing to and performs all of the duties of a higher vacant position in a higher classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification, that employee shall be compensated at the lowest step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be over 15 consecutive working days. Such additional compensation shall begin on the sixteenth (16th) working day after the assignment to the duties of the higher vacant position.

49. MILITARY LEAVE

Military Leave is governed by City Personnel Rules and Regulations (ref. 16.07).

50. RECLASSIFICATION STUDIES

Reclassification requests will be handled in accordance with existing City Policy. Employees will be notified of the results of reclassification studies.

51. PERSONNEL FILES

There shall be only one official personnel file for each employee in the service of the City and this file shall be maintained in the personnel office. These records will be retained in

accordance with legal requirements and appropriate administrative policy. An employee shall have access to his/her personnel file during normal office hours providing the request is reasonable and is made at a time previously approved by the employee's immediate supervisor. No adverse material will be placed in an employees personnel file without prior notice and a copy given to the employee. Employees may attach their response to any adverse material inserted in their personnel files.

52. ALTERNATE WORK SCHEDULES

The City and Union agree that under some circumstances, alternate work schedules may be beneficial to both employees and the City. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval by City management. City management reserves the right to remove employees from alternative work schedules.

53. CERTIFICATION PAY

The City will review job classifications which have their mandatory State certification requirements change.

54. FURTHER REDUCTIONS

The City will not layoff, furlough, reduce wages or otherwise involuntarily reduce unit employees hours during the term of this agreement.

55. FULL UNDERSTANDING

- A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to meet and confer, and therefore any other prior to existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to meet and confer and that the understandings and agreement arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.
- C. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the

parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the City Council.

- D. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

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CITY OF EL PASO DE ROBLES

Service Employees International
Union, LOCAL 620, SEIU

James L. App
City Manager

Mike Woods
Field Representative

Laurie Engstrom

Michael Hendry

Aaron Borden

Kim Haines


Sharon Williams

Tina Graves

--ooOoo--

CITY OF EL PASO DE ROBLES

Service Employees International
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James L. App
City Manager

Mike Woods 18 August 2011

Mike Woods
Field Representative

Laurie Engstrom 8-18-2011
Laurie Engstrom



Michael Hendry

Aaron Borden 8-18-2011

Aaron Borden



Kim Haines

Sharon Williams 8-18-11

Sharon Williams

Tina Graves 8-18-11

Tina Graves

Resolution No. 11-119**EXHIBIT A**SEIU MOU 4/2006 TO 3/2010

Classification	4/06	Range	4/07	Range	4/08	Range	4/09	Range
Admin Asst I	5.14%	207	5.68%	218	4.60%	227	4.58%	236
Admin Asst II	5.08%	231	5.65%	242	4.60%	251	4.59%	260
Admin Asst III	5.11%	256	5.63%	267	4.60%	276	4.58%	285
Maint. Specialist I	5.14%	207	5.68%	218	4.60%	227	4.58%	236
Maint. Specialist II	5.08%	231	5.65%	242	4.60%	251	4.59%	260
Maint. Specialist III	5.11%	256	5.63%	267	4.60%	276	4.58%	285
Technician I								
Plnt Oper I (WW)	8.28%	244	7.81%	259	6.15%	271	7.23%	285
Eng. Tech I	5.11%	256	5.63%	267	4.60%	276	4.58%	285
Planning Tech.	5.11%	256	5.63%	267	4.60%	276	4.58%	285
Technician II								
Plnt Oper II (WW)	4.08%	273	4.58%	282	4.58%	291	4.60%	300
Eng. Tech II	4.08%	273	4.58%	282	4.58%	291	4.60%	300
Equip. Mech.	8.30%	262	8.86%	279	5.09%	289	5.65%	300
Technician III								
Plnt Oper III(WW)	5.66%	299	6.16%	311	4.57%	320	4.60%	329
Eng. Tech III	5.66%	299	6.16%	311	4.57%	320	4.60%	329
Asst. Planner	5.66%	299	6.16%	311	4.57%	320	4.60%	329
Bldg/Eng.Inspec.	5.66%	299	6.16%	311	4.57%	320	4.60%	329
Supv/Prof/Coord	5.66%	299	6.16%	311	4.57%	320	4.60%	329
Tech IV								
Info Sys. Tech	4.04%	321	4.59%	330	4.59%	339	4.59%	348
Web Analyst	4.04%	321	4.59%	330	4.59%	339	4.59%	348
Sr. Bldg/Eng.Ins.	4.04%	321	4.59%	330	4.59%	339	4.59%	348