

Resolution No.19-005 - Exhibit A

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

January 1, 2019 - December 31, 2019

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As adopted by Resolution No.19-005, January 15, 2019.

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THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES CITY EMPLOYEES' ASSOCIATION,
LOCAL 620, SERVICE EMPLOYEES INTERNATIONAL UNION,**

January 1, 2019 - December 31, 2019

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of the Memorandum of Understanding shall be for one year commencing January 1, 2019, and expiring on December 31, 2019. Meet and confer shall commence no later than August 15, 2019 in order for the parties to attempt to reach a timely and multiyear agreement.

2. WAGE SCHEDULES

Ratification Incentive:

On or before the second pay period following ratification and City Council approval of this Agreement, employees shall receive a one-time (off schedule) payment of one thousand Dollars (\$1,000). This payment will be subject to all normal taxes and withholding. It is the intent of the parties that this one-time payment will not be reportable as special compensation to CalPERS under 2 CCR 571(a). In the event that CalPERS finds the payment as reportable compensation, the parties will reopen this provision of the agreement to ensure the City's payment is no more than the cost of \$1,000 (per employee) non-persable amount.

Employees may elect to defer this one-time \$1,000 payment (subject to legally mandated withholdings) to their 457 deferred compensation account.

In preparation for negotiations starting in August 2019, the parties will prepare and then exchange compensation surveys.

In recognition that SEIU is the first group to reach agreement, in the event that any other City employee organization reaches an agreement for a unit wide lump sum ratification amount larger than \$1,000 per employee, SEIU shall have the right to reopen this agreement.

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 for General Services Unit Employees is as follows:

Tier 1 -Employees hired prior to May 27, 2012 shall be as follows:

- 2.5% @ 55 benefit formula.
- Effective December 17, 2017, employees began paying five percent (5%) of PERS employee contribution. The City pays three percent (3%) of the employee contribution and reports its payment toward the employee’s retirement contribution as special compensation pursuant to Section 20636(C)(4), and the City’s contribution is considered compensation for retirement purposes.
- Effective September 23, 2018, employees shall pay the eight (8%) employee contribution.
- City shall provide the “twelve highest consecutive months” benefit calculation and credit for unused sick leave option.

Tier 2 – Employees hired on or after May 27, 2012, but before January 1, 2013, and those hired on or after January 1, 2013 who meet the definition of classic member pursuant to PEPRA shall be as follows:

- 2% @ 60 benefit formula.
- Employee shall pay the seven percent (7%) PERS employee contribution.
- Effective December 17, 2017, the City completed a contract change with PERS, providing for employees to contribute an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each members account as normal contributions.
- City shall provide “36 highest consecutive months” benefit calculation and credit for unused sick leave option.

Tier 3 - Employees hired on or after January 1, 2013 who meet the definition of new member pursuant to PEPRA shall be as follows:

- 2% @ 62 benefit formula.
- Employee shall pay fifty percent (50%) of the expected normal cost rate, which is currently 6.25%.
- Effective December 17, 2017, the City completed a contract change with PERS, providing for employees to contribute an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each members account as normal contributions.
- City shall provide “36 highest consecutive months” benefit calculation and credit for unused sick leave option.

Pursuant to IRS Code Section 414(h)(2) employee paid retirement contributions shall be made on a pre-tax basis.

The interests of the City and SEIU are aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed state-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

City and SEIU hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and to commit to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and
- Other collaborative efforts as they arise; and
- SEIU acknowledges receipt of the CalPERS Labor Group Administrative Memo dated 04/17/17.

4. PAYCHECKS

The City provides employees with electronic bank transfers for regular compensation on Friday, one week following the end of a pay period (bi-weekly). Electronic pay receipts (pay stubs) are available to all employees via the Employee Self Service (ESS) web portal. An employee may request copies of their pay stubs if they are unable to print them from the ESS web portal.

5. HOURS OF WORK AND OVERTIME

Unless otherwise provided for, in writing, by an approved alternate schedule, 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 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. However, represented employees that start work the day prior and work continuously into the next day will continue to receive the rate of pay applicable as if it were the same day. "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 quarter 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. Overtime worked must be approved in advance by a supervisor.

At the request of any employee eligible for overtime pay and subject to supervisor approval, an employee 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 in lieu of any cash payment of any overtime. 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 compensatory time off is cashed out, it will be cashed out at the overtime rate based on his/her current salary.

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 INSURANCE

Effective January 1, 2017

Employees will have the choice of available plans offered by CalPERS. The City will pay up to the following total monthly amounts for selected plans.

Employee only	\$653
Employee +1	\$1,257
Employee +2	\$1,640

These amounts are inclusive of the CalPERS minimum medical insurance contribution. The balance is designated as a cafeteria plan contribution.

Employees providing evidence of other group medical insurance that provides minimum essential coverage for themselves and all family members (for whom they reasonably expect to claim a personal exemption deduction for the taxable year) and opting out of CalPERS medical coverage will qualify to receive a cash payment of \$300 per month. Coverage in the individual market, whether or not from the insurance marketplace (like Covered California) will not qualify the employee for the opt out cash payment. Employees will be required to submit proof of their qualified coverage prior to beginning of each calendar year, and are also required to review and sign the opt-out attestation.

The City’s Medical Contributions will be subject to the meet and confer process.

C. 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 \$86.40;	Employee pays \$4.50

For the term of this agreement, 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.

D. 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:

Employee Only	City pays 100%	
Family	City pays \$15.50;	Employee pays \$.00

For the term of this agreement, 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.

E. 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 are eligible for up to 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:

Equipment Mechanic
Maintenance Specialist I, II, III
Wastewater Plant Operator I, II, III
Sr. Engineering Insp.
Engineering Inspector*
Building Inspector*
Technical Supervisor I, II*
Fleet, Parks, and Facility Supervisors*
*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. The option of a reflective coat shall be provided to employees exposed to traffic, by Division. 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.
- C. For "classic" employees, as defined by PEPRRA, for CalPERS purposes, the value of City-provided uniforms will be determined by using the average per pay period cost of said uniforms, for personnel required by this MOU to wear a uniform. The average cost will be calculated by using the annual fiscal year contractual rate from the current provider of uniforms (for all eligible personnel), dividing that annual cost by the number of eligible personnel and dividing that result by the number of

pay periods in the fiscal year. The per pay period average cost will be updated as needed based upon the provider’s contractual rate for the previous fiscal year.

- D. Community Services Officers shall wear approved uniforms. 3 pants, 3 short sleeve & 3 long sleeve shirts will be provided annually. In addition, they will be provided special uniform and boots for work in riverbed.

9. SAFETY SHOES/GLASSES

During the term of this Agreement, the City shall pay to all unit employees regularly engaged in physical labor two-hundred (\$200.00) 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, but shall not exceed two-hundred (\$200) dollars (for a total of \$400).

During the term of this Agreement, all unit employees who wear prescription glasses on a regular basis and perform duties that require the use of safety glasses, shall be eligible for reimbursement of up to four-hundred (\$400.00) dollars once every two years for prescription safety glasses purchased. Proof of purchase is required. Such safety glasses must then be worn during all working hours where there is a need for safety glasses. Amounts not spent in any fiscal year may be carried forward to the next fiscal year, but shall not exceed four-hundred (\$400) dollars (for a total of \$800).

With the approval of the manager, employees may be authorized to obtain a second pair of safety shoes or safety prescription glasses at the same value if damaged in the line of duty.

10. TOOL ALLOWANCE

Effective July 1, 2018, the City will provide six hundred (\$600) 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)

Effective January 1, 2015 two vacation banks were established:

- 1) A historical bank to include all hours on the books as of January 1, 2015. These hours shall remain in the employee's bank until used or paid off.
- 2) A new bank to include all newly accrued hours. The maximum accrual shall be two times the employee's annual maximum. Accrual to cease if maximum is reached.

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

The City has revised its Paid Time Off Cash-Out Policy. Twice per year, employees will have the option to declare their intent to cash out accrued vacation and/or compensatory time off under the following conditions:

- Employee must have taken one (1) consecutive week of vacation and/or compensatory time off in the previous 12-month period
- Hours cashed out shall be paid at straight time
- In December of each year, employees can declare their intent to cash out the leave (or a portion of the leave) they earn during the period January – June; they will be paid for it in July
- In June of each year, employees can declare their intent to cash out the leave they earn during the period July – December; they will be paid for it in January
- Once an election is made it cannot be rescinded

Employees will be required to complete the City's standardized election form that provides additional Policy details.

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 or before the birthday only if work requirements of the department permit. However, the holiday must be taken within the two week pay-period of the employee's birthday or it will be lost. 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.

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.

All unit employees may be assigned standby duty during non-work hours. In addition to Water and Wastewater Division employees, all maintenance Division MSI/II/III employees may be put on a Department or Division assignment list, at the direction of the Department head. Standby will be rotated through the list on a weekly basis. Every reasonable effort will be made to fill standby assignments with volunteers.

Standby duty requires employees to:

1. Be ready to respond to (arrive at) calls for service within 30 minutes.
2. Be readily available at all hours by telephone or other communication equipment.

3. Refrain from activities which might impair their ability to perform their assigned duties.

All unit employees may be assigned standby duty during non-work hours. Every reasonable effort will be made to fill standby assignments with volunteers.

Standby compensation pay shall be two dollars twenty-five cents (\$2.25) per each hour of standby time. Employees will be paid at the time and one-half rate for time actually worked if called back with a two (2) hour minimum for each call back. When an employee is entitled to call back pay, the employee will not continue to receive standby pay as the employee shall not be compensated for both call back pay and standby pay simultaneously. If an employee receives a second call back within the two (2) hour window of their first call, then the employee shall only receive additional pay for the time worked beyond the two hours.

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

Subject to supervisor approval and operational necessity, 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. Personal leave time is to provide staff with flexibility in their schedule by allowing paid time away to deal with unexpected matters which necessitate short-term absences; they are not additional vacation days. Requests for personal leave should be made with as much advance notice as possible.

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 waive the ten (10) day advance notice for new employee orientations (provided by AB119), and instead the City will provide the Union with two (2) business days' notice for new unit member orientation.

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. 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.

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 WAGES

The wage 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.

No deferral of merit step increases are in force, nor will there be merit step deferrals for the term of this contract.

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 REVIEW

The City and SEIU will meet to review new health care rates once officially announced by CalPERS and prior to open enrollment.

28. EMPLOYEE ASSISTANCE PROGRAM

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

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. 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/her 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/her 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.

36. 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.

37. PERSONNEL RULES

During the term of this agreement, the City and Union will jointly review the City's Personnel Rules and Regulations..

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

38. 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.

39. ORGANIZATIONAL DEVELOPMENT & CAREER ENRICHMENT PROGRAM

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

40. 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.

41. SAFETY

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

42. 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.

43. FLEXIBLE STAFFING

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.

44. BILINGUAL PAY

Employees who 1) are or 2) become certified (or recertify) as bilingual following ratification, will be paid one hundred (\$100) Dollars per month for verbal only skills and an additional twenty-five (\$25) Dollars per month for written bilingual skills (a combined maximum of \$125 per month for both verbal and written). Employees shall be required to pass qualifying examinations administered by the City to determine proficiency for bilingual assignments, including recertification every 5 years.

45. 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 five (\$25.00) Dollars per pay period.

46. 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.

47. MILITARY LEAVE

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

48. RECLASSIFICATION STUDIES

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

49. 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 employee's 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.

50. 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.

51. CERTIFICATION PAY

The City will provide time and pay for approved certification training above that is required for classification based on City need. The City will review job classifications which have their mandatory State certification requirements change.

52. 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.

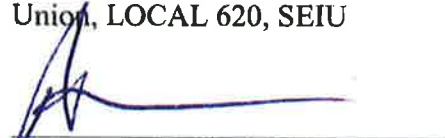
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CITY OF EL PASO DE ROBLES


Service Employees International
Union, LOCAL 620, SEIU



Thomas Frutchey
City Manager



Aaron Borden




Sarah Lansburgh



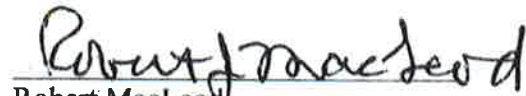
Dan Carrigan



Jared Pickens



Alicia Damerow



Robert MacLeod
Field Representative

Resolution No.19-005

EXHIBIT A

	Current Salary Ranges December 17, 2017					
Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Admin Asst I	246c	3107	3299	3502	3718	3949
Admin Asst II	270c	3502	3718	3947	4192	4450
Admin Asst III	295c	3967	4212	4472	4746	5040
Maint Specialist I	246c	3107	3299	3502	3718	3949
Maint Specialist II	270c	3502	3718	3947	4192	4450
Maint Specialist III	295c	3967	4212	4472	4746	5040
Technician I	295c	3967	4212	4472	4746	5040
Eng Tech I						
Laboratory Tech I						
Planning Tech						
Plnt Oper I (W/WW)						
Technician II	310c	4276	4539	4819	5115	5431
Community Srvc Officer						
Eng Tech II						
Equip Mech						
Laboratory Tech II						
Plnt Oper II (W/WW)						
Police Officer Recruit						
Technician III	339c	4940	5245	5567	5911	6276
Asst Planner						
Bldg/Eng Inspector						
Eng Tech III						
Info Systems Tech						
Plnt Oper III (W/WW)						
Supv/Prof/Coord I	339c	4940	5245	5567	5911	6276
Technician IV	358c	5431	5766	6121	6498	6899
Sr Bldg/Eng Inspector						
Info Systems Tech						
Web Specialist						
Technical Supv I	358c	5431	5766	6121	6498	6899
Supervisor (W/WW)						
Supv/Prof/Coord II	378c	6000	6370	6762	7180	7623
Technical Supv II	378c	6000	6370	6762	7180	7623
Chief Plant Oper (W/WW)						

SEIU MOU – 2019

Classification	Amended Salary Ranges July 1, 2018 (1% / 3% W/WW)						Amended Salary Ranges Sept. 23, 2018 (2.25%)					
	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Admin Asst I	246d	3139	3332	3538	3756	3989	246e	3210	3407	3618	3841	4079
Admin Asst II	270d	3538	3756	3987	4234	4495	270e	3618	3841	4077	4330	4597
Admin Asst III	295d	4007	4255	4517	4794	5091	295e	4098	4351	4619	4902	5206
Maint Specialist I	246d	3139	3332	3538	3756	3989	246e	3210	3407	3618	3841	4079
Maint Specialist I (W/WW Hired Pre-7/2018)	247d	3201	3398	3608	3830	4068	247e	3274	3475	3690	3917	4160
Maint Specialist II	270d	3538	3756	3987	4234	4495	270e	3618	3841	4077	4330	4597
Maint Specialist II (W/WW)	271d	3608	3830	4066	4318	4584	271e	3690	3917	4158	4416	4688
Maint Specialist III	295d	4007	4255	4517	4794	5091	295e	4098	4351	4619	4902	5206
Maint Specialist III (W/WW)	296d	4087	4339	4607	4889	5192	296e	4179	4437	4711	5000	5309
Technician I	295d	4007	4255	4517	4794	5091	295e	4098	4351	4619	4902	5206
Eng Tech I												
Planning Tech												
Technician I (W/WW)	296d	4087	4339	4607	4889	5192	296e	4179	4437	4711	5000	5309
Laboratory Tech I												
Plnt Oper I												
Technician II	310d	4319	4585	4868	5167	5486	310e	4417	4689	4978	5284	5610
Community Srvc Officer												
Eng Tech II												
Equip Mech												
Police Officer Recruit												
Technician II (W/WW)	311d	4405	4676	4964	5269	5594	311e	4505	4782	5076	5388	5720
Laboratory Tech II												
Plnt Oper II												
Technician III	339d	4990	5298	5623	5971	6339	339e	5103	5418	5750	6106	6482
Asst Planner												
Bldg/Eng Inspector												
Eng Tech III												
Info Systems Tech												
Technician III (W/WW)	340d	5089	5403	5735	6089	6465	340e	5204	5525	5865	6227	6611
Plnt Oper III												
Supv/Prof/Coord I	339d	4990	5298	5623	5971	6339	339e	5103	5418	5750	6106	6482
Technician IV	358d	5486	5824	6183	6563	6968	358e	5610	5956	6323	6711	7125
Sr Bldg/Eng Inspector												
Info Systems Tech												
Web Specialist												
Technical Supv I (W/WW)	359d	5594	5939	6305	6693	7106	359e	5720	6073	6447	6844	7266
Supervisor												
Supv/Prof/Coord II	378d	6060	6434	6830	7252	7700	378e	6197	6579	6984	7416	7874
Technical Supv II (W/WW)	379d	6180	6562	6965	7396	7852	379e	6320	6710	7122	7563	8029
Chief Plant Oper												