

MEMORANDUM OF UNDERSTANDING FOR CY 2022-2023 FULL & PART-TIME GENERAL EMPLOYEES

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CHAPTER 1. DEFINITIONS**1.1 Definitions**

(See City Code Sec. 2-20.01)

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

AFFORDABLE CARE ACT (ACA) – Full time employee – For purposes of the Affordable Care Act only, full-time shall be defined as those employees regularly scheduled to work 30 hours per week over the measurement period.

(MOU 12-17-13)

CITY means the City of Santa Maria, a municipal corporation, and where appropriate herein, according to the content, "City" refers to the City Council, the governing body of said City.

CITY MANAGER means the City Manager of the City of Santa Maria or his/her designated representative.

COUNCIL means the City Council, the governing body of the City of Santa Maria.

DAY means unless otherwise indicated, an eight (8) hour workday.

(FT-MOU 12-25-04)

EMPLOYEE means all budgeted 32 hour per week part-time (PT32) and 40 hour per week full-time (FT) City of Santa Maria personnel except those covered by the police, fire, non-represented management group or limited-service salary groups all of whom are identified in the City's resolution regarding employer-employee relations.

(MOU 02-07-17)

EMPLOYEES' UNION means the Service Employees International Union (SEIU) LOCAL 620, AFL-CIO - CLC.

GRIEVANCE except as otherwise excluded, a "grievance" is a written allegation by an employee, claiming violation(s) of the specific express terms of the MOU or written rule or regulation for which there is no other specific method of review provided by City law.

GRIEVANT a grievant is an employee or group of employees claiming to be adversely affected by an act or omission of the employer or the union.

MANAGEMENT means the City Manager and/or his/her assistants and the department heads of the City of Santa Maria.

MANAGEMENT PERSONNEL – see Sec. 7.5 of this document.

MANAGEMENT REPRESENTATIVES means the City Manager of the City of Santa Maria and/or those to whom s/he has delegated the duties and responsibilities set forth in the City Council's resolution regarding employer-employee relations.

MEMORANDUM means the currently effective provisions of any Memorandum of Understanding made and entered into by and between the City of Santa Maria and the majority representative of all City personnel except those covered by the police, fire, management, or limited-service areas, all of whom are identified in the City's resolution regarding employer-employee relations.
(MOU 02-07-17)

REGULAR means an appointment to a full-time or part-time position after satisfactory completion of a probationary period.

CHAPTER 2. RECOGNITION AND IMPLEMENTATION**2.1 Recognition**

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

2.2 Implementation

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

2.2.1.1 Acts, by majority vote, formally to approve the memorandum; and

2.2.1.2 Enacts amendments to all City ordinances required to implement the provisions set forth.

2.3 Term

2.3.1 This term of this MOU shall be effective upon ratification by City Council through 12:00 Midnight on December 31, 2023. All payroll-related activities, not otherwise defined in this MOU, shall remain on a payroll-year basis.

(MOU 12-21-21)

2.4 Payroll Deduction

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

(FT-MOU 12-25-04)

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

(FT-MOU 01-01-82)

2.5 Full Understanding

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

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

(FT-MOU 01-01-82)

2.6 Waiver of Appeal

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

(FT-MOU 01-01-82)

2.7 Current Changes in Terms and Conditions

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

(FT-MOU 01-01-82)

2.8 Future Changes in Terms and Conditions

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

(FT-MOU 01-01-82)

CHAPTER 3. SALARIES**ARTICLE I. SALARIES AND SALARY ADJUSTMENTS****3.1 Salaries**

3.1.1 Essential Worker Pay / APRA (American Rescue Plan Act 2021): The City shall provide a one-time premium pay up to \$10,000 in two equal payments for the employee's essential work during the COVID-19 pandemic. Full time employees who worked from March 14, 2020, to March 12, 2021 & from March 13, 2021, to March 11, 2022, shall be entitled to the \$5,000 amount per year. Full-time employees are employees who were expected to work 2,080 hours during the 12-month period and did not have more than 3 months of leave during the year. Employees who worked less than full-time, shall receive essential work payment on a prorated amount. The first payment will be issued to current City employees within 2 pay periods of City Council adoption of this MOU. The second payment will be issued to current City employees in the first full pay period in January 2023. These amounts shall not be retirement reportable and will not be included in the regular rate of pay for overtime purposes.

(MOU 12-21-21)

3.1.2 Effective at the beginning of the first full payroll period following ratification of this Memorandum of Understanding (MOU) by the City Council, a base salary increase of three percent (3.0%) of the employee's base salary will be given to those unit members in the employ of the City.

(MOU 12-21-21)

3.1.3 Effective the first full payroll period following December 31, 2022, a base salary increase of two- and one-half percent (2.5%) of the employee's base salary will be given to those unit members in the employ of the City.

(MOU 12-21-21)

3.2 Equity Adjustments

3.2.1 The City and SEIU Local 620 are willing to discuss the topic of equity adjustment during regular labor management meetings.

(MOU 05-21-19)

3.3 Bilingual Pay

(See CAM 1993-02)

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

3.3.2 The Human Resources Office will test for the skill level required. Parties agree that classifications currently receiving this differential will continue to receive it consistent with department head approval identified in 3.3.1 above.

(MOU 12-21-21)

3.3.3 The City agrees to pay full-time eligible employees who demonstrates appropriate skills in both speaking and understanding the Spanish language, at a basic level, a \$55 per month salary differential above his/her regular scheduled salary, within the individual's designated classification. Eligible employees who demonstrate Spanish speaking skills at an advanced level shall receive \$100 per month salary differential. The City agrees to a third level of differential (\$250/month) for the purposes of extensive written translations of Spanish to English and English to Spanish on a regular and frequent basis.

(MOU 05-21-19)

3.3.4 Any eligible part-time employees who demonstrate appropriate skills in both speaking and understanding the Spanish language, at a basic level, shall receive a \$30 per month salary differential above his/her regular scheduled salary, within the individual's designated classification. Eligible employees who demonstrate Spanish speaking skills at an advanced level shall receive \$60 per month salary differential. The City agrees to a third level of differential (\$100/month) for the purposes of extensive written translations of Spanish to English and English to Spanish on a regular and frequent basis.

(MOU 05-21-19)

3.4 Longevity Pay

3.4.1 Employees hired before July 1, 2011, and who have continuously been employed by the City will be provided with a five percent (5.0%) longevity pay.

(MOU 12-21-21)

ARTICLE II. HOURS OF WORK AND SPECIAL PAY PROVISIONS.

3.9 Standby

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

3.9.2 Employees assigned by management to be on standby shall be compensated for standby duty (as opposed to "on call status" assigned by the Court or District Attorney referenced in Section 3.11 "Overtime" above) at the rate of \$3.00 per hour for each hour required to be on said standby, except that no payment shall be paid if the employee fails to respond when called in.

(FT-MOU 12-16-03)

3.9.3 Standby duty requires that employees are to:

3.9.3.1 Be ready and take immediate steps to respond within a reasonable time to calls for their service;

3.9.3.2 Be readily available and reachable by telephone or paging device;

3.9.3.3 Remain within a 30-mile radius of the City; and

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

3.9.4 Employees shall, when called to active duty while on standby, be compensated for such active duty at the rate of time and one-half their regular rate of pay pursuant to MOU Section 3.11 Overtime. Work time for an employee called to active duty while on standby status shall begin at the time the employee is notified and shall continue until the employee stops work. However, when the employee is entitled to call back pay, the employee will not continue to receive standby pay as the employee shall not be compensated for both call back pay and standby pay simultaneously. On occasions when an employee is called back and completes his/her assignment and leaves work, and is then called back again, s/he will not receive another minimum if the return is within the original minimum.

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

3.9.5.1 “Traded” scheduled standby duty assignments will be “traded” in one-week increments unless otherwise provided for in departmental policy. Employees “trading” scheduled standby duty assignments must have either the appropriate supervisor’s or manager’s approval and must provide them with notice of said trade at least forty-eight (48) hours prior to the affected assignments. Standby duty compensation will be paid to the employee accepting the traded one-week assignment. Although management will not unreasonably deny such requests, management does retain its rights (under Section 7.9 of this MOU regarding Management Rights and Responsibilities) to administer this program.

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

(MOU 01-18-11)

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

(FT-MOU 12-25-04)

3.10 Unauthorized Absence - Automatic Termination

3.10.1 Any employee absent from his/her position for more than three (3) working days, without notification or prior permission of his/her department head, may be considered to have automatically terminated his/her employment with the City. Prior to separation from employment, the City shall serve a Notice of Intent upon the employee, by personal delivery or by depositing said notice in the U.S. Mail. The employee has five (5) calendar days from personal service, or eight (8) calendar days from date of mailing, to request a hearing before the City Manager or his/her designee. The decision of the City Manager or his/her designee is final. The employee may respond verbally or in writing, prior to the automatic termination provision being invoked. At this meeting, the employee will be allowed to provide written and/or oral information concerning, but not limited to:

3.10.1.1 Whether or not the employee obtained prior permission for their absence; or

3.10.1.2 Any other circumstances that would excuse the failure of a notification of the absence.

3.10.2 The final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission. If the employee fails to provide a valid reason for absence, the determination of the appointing authority shall be final.

(MOU 05-21-19)

3.11 Overtime

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

3.11.1 The employer shall give employees a minimum of a four working day notice on any reduction of a work schedule unless otherwise agreed to by mutual consent.

(MOU 05-21-19)

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

(MOU 05-21-19)

3.11.3 For Full-Time (FT) Employees:

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

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

3.11.3.3 For employees that are in a forty (40) hour paid status, emergency service call back time will be a minimum of two hours paid at time and one-half comp time or cash at the employer's option. Emergency service call back time between the hours of 12:01 a.m. and 4:59 a.m. will be a minimum of three hours paid at time and one-half comp time or cash at the employer's option. An employee will only qualify for the three-hour minimum of paid at time and one-half if the majority or entirety of the emergency call back is between 12:01 a.m. and 4:59 a.m.; if less than half of the time is between said hours, the employee will be eligible for the two-hour minimum paid at time and one-half.

(MOU 12-20-11)

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

(MOU 01-18-11)

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

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

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

(FT-MOU 01-03-98)

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

(MOU 11-03-09)

3.11.3.9 Represented employees performing at an overall rating of at least acceptable or above are eligible to cash-out up to twenty (20) hours of compensatory time at straight time on one occasion anytime during the calendar year. This cash-out benefit shall be made in accordance with Section 3.32.

(MOU 05-21-19)

3.11.4 For Part-Time (PT) Employees:

3.11.4.1 For employees that are in a thirty-two (32) hour paid status, emergency service call back time in excess of forty (40) hours will be a minimum of two hours paid at time and one-half. Emergency service call back time, in excess of forty (40) hours, between the hours of 12:00 a.m. and 5:00 a.m. will be a minimum of three hours paid at time and one-half.

(MOU 04-03-18)

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

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

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

3.12 Emergency Work Response

3.12.1 All City employees are responsible for providing current contact information and responding to work upon call at all times outside the regular work week for response in times of national emergency, civil disorder, or a disaster, or during times when the health, welfare and safety of the public may be in jeopardy as determined by local, state, or federal authorities, and to be compensated for the extra work.

(MOU 05-21-19)

3.13 Holidays

(See City Code Sec. 2-20.20 and CAM 1978-2)

3.13.1 For employees separating service or starting during the calendar year, floating holidays will be pro-rated (rounded to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more floating holiday time than the pro-rated amount for the payroll year, the excess used floating holiday time will be deducted from vacation leave or personal leave hours, then if needed from the employee's final paycheck without the necessity of the City securing a judgment.

(Side Letter 02-04-14)

3.13.2 For Full-Time (FT) Employees:

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

3.13.2.2 Employees will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), five (5) additional days (forty [40] hours) of floating holiday time on the first payroll period in the payroll calendar year to be scheduled off by formal request of each individual employee with the approval of the department head.

(MOU 12-21-21)

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

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

(FT-MOU 01-01-77)

3.13.2.3 Effective the first week of each payroll year, employees are eligible to cash-out up to a maximum of forty (40) hours of floating holiday time on one occasion anytime during the calendar year for processing no later than the second to the last pay period ending in each payroll calendar year.

(MOU 03-05-13)

3.13.2.4 In addition to the time worked on a fixed scheduled holiday, employees will be paid at time and one-half in comp time or cash at the employer's option, resulting in a total of double time and one half.

(MOU 12-20-11)

3.13.3 For Part-Time (PT32) Employees:

3.13.3.1 The City will recognize seven (7) (six (6) hour) holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Employees will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), thirty-two (32) hours of floating holiday time on the first payroll period in the calendar year to be scheduled off by formal request of each individual employee with the approval of the department head.

(MOU 02-17-15)

3.13.3.2 Effective the first week of each payroll year, employees are eligible to cash-out up to thirty-two (32) hours floating holiday by request on one occasion anytime during the calendar year for processing no later than the second to the last pay period ending in each payroll calendar year.

(Side Letter 02-04-14)

3.13.3.2.1 Any floating holiday hours remaining on the books at the end of the final payroll period of the calendar year will automatically be cashed out and included in the last payroll check of the calendar year.

(Side Letter 05-23-12)

3.14 Closing of City Offices

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

(MOU 05-21-19)

3.15 Break Periods

(See CAM 1976-2)

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

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

(MOU 04-03-18)

3.15.3 Employees working shift work shall be provided the appropriate number of breaks for extended shifts: four additional hours of extended shift work shall entitle an employee to one

additional 15-minute break; six additional hours of extended shift work shall entitle an employee to the break described above and employee's normal length unpaid lunch period; and eight additional hours of extended shift work shall entitle an employee to the breaks described above and a second 15-minute break. In emergency situations, management reserves the right to require on-duty personnel to return to duty assignments from break periods.

3.15.4 There shall be two fifteen-minute break periods per regular eight-hour shift. Insofar as practicable, the fifteen-minute period shall commence in the middle of each four-hour work period and shall begin when work stops at the work site and work shall begin fifteen minutes later at the work site. For work periods more than five hours in a day but less than eight hours in a day, there shall be one fifteen-minute break in addition to the unpaid meal period and shall begin when work stops at the work site and work shall begin fifteen minutes later at the work site.

(MOU 02-07-17)

3.16 Lunch Period

(See CAM 1976-2)

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

3.16.2 A one-hour, non-compensated meal period will be provided to all employees. At the discretion of the Department Director, and agreed to by the employee, a minimum thirty-minute meal period may be implemented. Insofar as practicable, the meal period shall commence in the middle of each workday.

(Side Letter 10-22-19)

3.17 Clean Up Time

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

(FT-MOU 01-01-72)

3.18 Move up pay

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

3.18.1.1 The five percent (5%) differential may be divided between multiple employees sharing an assignment.

(MOU 05-21-19)

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

(FT-MOU 01-01-92)

3.18.3 The waiting period for move-up pay will be an entire work week (forty hours for full-time employees and thirty-two hours for part-time employees). Furthermore, if an employee is assigned to work in a higher job classification, the employee shall remain in that assignment for the term of the vacancy or a minimum of forty holiday and productive (non-overtime) hours combined, whichever is less.

(Side Letter 10-22-19)

3.18.4 During a work period in which a fixed holiday falls, the holiday will be recognized as time worked. Management shall not rotate assignments among employees to avoid payment of minimum move up pay.

(Side Letter 04-11-12)

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

3.19 **Shift Differential**

3.19.1 Weekday Shift Differential

3.19.1.1 This section (weekday shift differential) shall not be applicable to full-time Park Services Officers on a 4/10 alternative work schedule.

(Side Letter 2020-01)

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

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

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

(MOU 12-20-11)

3.19.2 Weekend Shift Differential

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

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

(MOU 12-20-11)

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

3.20 Educational Incentive Pay

(See CAM 1976-4)

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

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

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

- 60 recognized college classroom units or equivalent = 2½%
- BA Degree = 5%
- MA Degree = 5%

(MOU 12-20-11)

3.20.3 Retention of Incentive Pay Increase

3.20.3.1 Any employee who received an unsatisfactory personnel evaluation shall automatically lose the additional pay increase and shall not be eligible to reapply for a one-year period or the duration of the Y-rating, whichever is less.

3.20.3.2 A 30-day notice shall be given the employee in writing prior to his/her losing the educational incentive pay.

3.20.3.3 It should be noted that this program is not in any way related to the City's regular pay classification program and has no bearing on step raises.

(MOU 03-05-13)

3.20.4 For Full-Time (FT) Employees:

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

3.20.4.2 Educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specifications for Water Resources Operators, Water Systems Operators, and Wastewater Treatment Plant Operators. For the classifications listed above, those employees who achieve certification above the

requirements contained in the job specification for that position will be eligible for 2.5% incentive pay for each certificate achieved. An employee may not receive more than a maximum total of 5% educational pay from all sources.

(MOU 02-17-15)

3.20.4.2.1 For the classifications listed above, those employees who possess a certification that is in addition to that which is required to meet minimum job requirement and utilized in the job specification for that position and City service shall be eligible for 1.5% incentive pay for each certificate achieved. An employee may not receive more than a maximum total of 5% educational pay from all sources. This incentive is limited to only unit members hired prior to December 13, 2014.

3.20.4.2.1.1 For example: A Water Systems Operator II possesses a Treatment II and Distribution II certification, the Distribution II certification does not qualify the Operator for the incentive as it is minimum job requirement; however, the possession of a Treatment II qualifies the Operator for the 2.5% incentive pay because this certificate exceeds the minimum qualifications.

3.20.4.2.1.2 For example: A Water Systems Operator II possesses a Treatment I and Distribution II certification, the Distribution II certification does not qualify the Operator for the incentive as it is minimum job requirement; however, the possession of a Treatment I qualifies the Operator for the 1.5% incentive pay because this certificate is in addition, but not exceeds, the minimum qualifications.

(MOU 02-17-15)

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

(FT-MOU 11-03-09)

3.20.4.4 Upon approval of the City Manager, educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specification for Building Permit Technicians. Building Permit Technicians who have three years' experience with a public sector permitting agency performing permit fee calculations, reading blueprints of minor construction projects, and are conversant with the International Building Code and who have completed a three-unit semester International Building Code course with a passing grade of "C" or better, are eligible for 2.5% incentive pay. Building Permit Technicians who are eligible to receive the 2.5% incentive pay and have five years' experience and have obtained their ICBO or International Code Council (ICC) Building Permit Technician Certification will be eligible for 5% incentive pay. An employee may not receive more than a maximum total of 5% education pay from all sources.

3.20.4.5 Educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specification for Code Compliance Officer, Building Inspector or Plans Examiner. Code Compliance Officers, Building Inspectors or Plans Examiners who have two ICBO, ICC or IAPMO certifications (in plumbing, mechanical, electrical, building or plan examiner) plus two years' experience as a Code Compliance Officer, Building Inspector or Plans Examiner with the City of Santa Maria shall be entitled to receive 2.5% incentive pay. Code Compliance Officers, Building Inspectors or Plans Examiners who have four ICBO, ICC or IAPMO certifications or combination certifications (in plumbing, mechanical, electrical, building or plan examiner) plus four years' experience as a Code Compliance Officer, Building Inspector or Plans Examiner with the City of Santa Maria shall be entitled to receive 5% incentive pay. To retain the incentive pay, each certificate holder must pass a re-examination every three years, as the new codes are published.

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

3.20.5 For Part-Time (PT32) Employees:

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

3.21 Educational Tuition Reimbursement

(See CAM 1976-4)

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

3.21.2 The maximum amount of tuition reimbursement in any calendar year will be \$500.
(FT-MOU 12-25-04)

3.21.3 Receipts must be received by the City for processing within 60 days of course completion.
(MOU 12-17-13)

3.22 Payroll Step Plan

(City Code Sec. 2-20.06 & CAM 1972-6)

3.22.1 For Full-Time (FT) Employees:

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

(MOU 05-21-19)

3.22.2 For Part-Time (PT32) Employees:

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

(MOU 05-21-19)

3.23 "Y" Rate

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

(FT-MOU 12-25-04)

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

3.24 Payroll and Pay Period

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

(MOU 12-20-11)

3.25 Mandatory Time Off (MTO) Program**3.26 Alternative Workweek**

(See CAM 2018-01)

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

3.26.2 Effective June 23, 2018, the City agrees to extend the 9/80 alternative workweek to all full-time City personnel at the discretion of the Department Director. However, should adequate coverage or staffing become an issue in these above areas, the City retains the right to discontinue the alternative work schedule upon notice to the union.

(MOU 04-03-18)

3.26.3 If coverage becomes an issue, in an effort to keep current hours of operation consistent, employees' work schedules will be adjusted to continue current hours of operation. This will be done in reverse seniority issue.

(MOU 05-21-19)

3.26.4 The City also agrees to extend to Landfill personnel the opportunity to go to a 4/10 work schedule. However, should adequate coverage or staffing become an issue in these above areas, the City retains its right to discontinue the alternative work schedule upon notice to the union. In addition, full-time Park services Officers (except for the Senior Parks Services Officer) will be temporarily given a rotating 4/10 alternative work schedule as assigned by the Director of Recreation & Parks or his/her designee. The 4/10 alternative work schedule will sunset on January 1, 2021. The City retains the right continue (or discontinue if the program continues) the 4/10 alternative work schedule upon two weeks' notice to the union.

(Side Letter 2020-01)

ARTICLE III. VACATIONS AND SICK LEAVE.

3.29 Personal Leave

(See City Code Sec. 2-20.21.1)

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

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

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

3.29.3 The maximum personal leave accumulation at any one time for a part-time employee shall be 288 hours. When an employee reaches the maximum allowable personal leave credit, no additional personal leave credit shall be accrued until the personal leave balance is below the maximum. Personal leave time shall only be used to compensate for time-off to equal thirty-two (32) hours in a work week.

(MOU 02-17-15)

3.29.4 Each calendar year SEIU employees performing at an overall rating level of at least acceptable or above are eligible to cash-out up to thirty-two (32) hours of personal leave time at straight time on one occasion anytime during the calendar year so long as they have (after said cash-out) a minimum personal leave balance of at least thirty-two (32) hours on the books. This cash-out benefit shall be made in accordance with Section 3.32.

(MOU 05-21-19)

3.29.5 Personal leave shall be generally defined as paid leave time to be used for personal time off, vacation or sick leave types of uses, or family bereavement leave. Up to five days (32

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

(MOU 11-03-09)

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

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

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

3.30 **Vacations**

(See City Code Sec. 2-20.19 and CAM 1971-5)

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

3.30.2 The City agrees to modify the vacation schedule as follows:

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

(FT-MOU 01-01-82)

3.30.3 After six months of employment, an employee shall be entitled to take all vacation accrued to him/her. However, prior to the six-month mark, in the event there is a holiday, an employee on a 9/80 schedule may use one (1) hour of vacation to make up for the ninth (9th) hour.

(MOU 05-21-19)

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

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

3.30.6 Each calendar year SEIU employees performing at an overall rating level of at least acceptable or above are eligible to cash-out up to forty (40) hours of vacation time at straight time on one occasion anytime during the calendar year so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books. This cash-out benefit shall be made in accordance with Section 3.32.

(MOU 05-21-19)

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

(MOU 12-20-11)

3.31 **Sick Leave**

(See City Code Sec. 2-20.21)

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

3.31.2 The employee may be requested to provide proof of the necessity for sick leave.

(FT-MOU 01-01-76)

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

(FT-MOU 01-01-79)

3.31.4 The City will make new employees eligible for sick leave as accumulated.

(FT-MOU 01-01-82)

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

(MOU 11-03-09)

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

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

(FT-MOU 12-16-03)

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

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

(MOU 11-03-09)

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

(MOU 12-21-21)

3.32 **Constructive Receipt**

3.32.1 Employees may receive a cash payment for unused vacation, personal leave and/or compensatory time provided they meet the requirements set forth in the applicable provision of the MOU and abide by the below.

(MOU 05-21-19)

3.32.2 Employees will have the option to declare their intent to cash out accrued leave under the following conditions in accordance with Internal Revenue Code Section 451:

(MOU 05-21-19)

3.32.2.1 Hours cashed out shall be paid at straight time

(MOU 05-21-19)

3.32.2.2 By December 1 of each year, employees can declare their intent to cash out the leave (or a portion of the leave) they earn during the following payroll calendar year. For example, elections made by December 1, 2019, shall apply to hour accrued in 2020.

(MOU 05-21-19)

3.32.2.3 The employee can choose any pay period(s) during the year to receive the elected cash out and must declare the selected pay period for cash out at the time of election.

(MOU 05-21-19)

3.32.2.4 Once an election is made it cannot be rescinded.

(MOU 05-21-19)

3.32.2.4.1 The employee will be responsible to make sure the required number of hours to be cashed out are available at the time of each cash out. If an employee has not met the requirements, the employee will not be eligible for that cash out during the year.

(MOU 05-21-19)

3.32.2.4.2 Employees will be eligible for partial cash outs if the full amount of hours elected are not available at the elected time of cash out. For example, if an employee elects to cash out 40 vacation hours during the first pay period in November but only 20 hours are available at that time, 20 hours would be cashed out.

(MOU 05-21-19)

3.32.2.4.3 Employees will be required to complete the City's standardized election form.

(MOU 05-21-19)

3.32.2.4.4 Failure to submit an irrevocable election form by December 1 of each year shall be the same as not electing to cash out leave during the following payroll calendar year.

(MOU 05-21-19)

CHAPTER 4. RETIREMENT**4.1 Retirement**

4.1.1 For those unit members in the employ of the City prior to July 1, 2011, City agrees to provide the California Public Employees' Retirement System (CalPERS) "2.7% at 55" retirement formula based on the CalPERS single highest year (one-year final compensation) retirement formula.

(MOU 04-03-18)

4.1.1.1 Effective with the first pay period of the 2018-19 fiscal year, full-time and part-time employees covered by the 2.7% at 55 retirement formula shall contribute two percent (2%) of the members' contribution to CalPERS. The City agrees to report to CalPERS the six percent (6%) employer paid members contribution (EPMC) benefit as special compensation for retirement purposes for full-time employees.

(MOU 04-03-18)

4.1.1.2 In accordance with Government Code 20516(a), effective after a CalPERS election process is successfully concluded, full-time and part-time employees covered by the 2.7% at 55 retirement formula shall contribute an additional two percent (2%) cost-share to CalPERS.

(MOU 05-21-19)

4.1.1.3 In accordance with Government Code 20516(a), effective December 21, 2019, full-time and part-time employees covered by the 2.7% at 55 retirement formula shall contribute an additional two percent (2%) cost-share to CalPERS.

(MOU 05-21-19)

4.1.1.4 In accordance with Government Code 20516(a), effective December 19, 2020, full-time and part-time employees covered by the 2.7% at 55 retirement formula shall contribute an additional two percent (2%) cost share to CalPERS for a total of eight percent (8%).

(MOU 05-21-19)

4.1.2 The City shall also provide the CalPERS military service credit benefit. Eligible employees shall purchase said service credit at their own option.

4.1.3 The City will also provide the retirement benefit option called the "Fourth Level 1959 Survivor's Benefits," Section 21574 of the CalPERS retirement system as well as the Pre-Retirement Optional Settlement 2 Death Benefit, Section 21548.

4.1.4 The City will provide the CalPERS unused sick leave conversion benefits plan. Full-time City employees will retain the option to be compensated at the rate of 50% for all accrued sick leave beyond 240 hours to a maximum of 960 hours when the employee leaves City service upon regular retirement, disability retirement, or death; and/or to convert the remaining unused sick leave to the CalPERS retirement benefits plan.

(MOU 12-20-11)

4.1.5 As defined under the Public Employee Pension Reform Act (PEPRA), for “classic” employees hired after July 1, 2011, the City shall provide the CalPERS 2% at 55 retirement benefit, based on the last 36 months of employment (three-year average highest compensation), and the employees shall be required to pay the entire members contribution.

(MOU 03-05-13)

4.1.5.1 Effective after a CalPERS election process is successfully concluded, full-time and part-time employees covered by the 2% at 55 retirement formula shall contribute an additional half percent (0.5%) of the employer contribution to CalPERS, increasing the contribution from seven percent (7%) to seven- and one-half percent (7.5%).

(MOU 04-03-18)

4.1.6 As defined under the Public Employee Pension Reform Act (PEPRA), “non-classic” employees (aka new members) hired after January 1, 2013, shall be covered under the CalPERS 2% at 62 retirement benefit, based on the last 36 months of employment (three-year average highest compensation), and the employees shall pay fifty percent (50%) of the total “normal” cost of the benefit (as determined by CalPERS annually), through a payroll deduction. Eligibility for other benefits provided to classic employees under this MOU through CalPERS (as stated above) shall be determined by the provisions of PEPRA for “non-classic employees” aka new members.

(MOU 03-05-13)

4.1.6.1 Effective after a CalPERS election process is successfully concluded, full-time and part-time employees covered by the 2% at 62 retirement formula shall contribute an additional half percent (0.5%) of the employer normal cost to CalPERS, increasing the contribution from six and one quarter percent (6.25%) to six and three quarters percent (6.75%).

(MOU 04-03-18)

4.2 **Deferred Compensation**

(See Section 5.3- Post Employment Health Plan).

4.2.1 The City will provide a deferred compensation plan to employees.

(FT-MOU 12-25-04)

CHAPTER 5. INSURANCE

5.1 Medical, Dental, and Optical Insurance

(See City Code Sec. 2-10.01 through 2-10.07)

5.1.1 For Full-Time (FT) Employees:

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

(FT-MOU 01-01-82)

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

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

(FT-MOU 12-25-04)

5.1.1.4 The City currently provides employee medical insurance through the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). As a condition of participation in the PEMHCA plan, the CalPERS Board determines an annual Minimum Employer Contribution (MEC). The City will contribute the PEMHCA as required by per month per employee to be used solely toward City-sponsored employee medical benefits. For 2022, the MEC is \$149 per month.

(MOU 12-21-21)

5.1.1.5 In addition to the above stated contribution, effective after ratification by the City Council, the City shall provide a pro-rated monthly optional medical insurance contribution regardless of the medical plan chosen, up to the amounts listed below at the times stated:

Employee Only	\$ 617.96
Employee plus one	\$1,158.03
Employee plus two	\$1,511.59

(MOU 12-21-21)

5.1.1.6 Following the first full pay period after January 1, 2023:

Employee Only	\$ 633.41
Employee plus one	\$1,268.20
Employee plus two	\$1,646.87

(MOU 12-21-21)

5.1.1.7 The City shall provide a pro-rated cash-in-lieu option to those employees hired before February 4, 2017, who do not elect to participate in the PEMHCA medical insurance plan provided they are in compliance with the below stated evidence of coverage provision. If an employee is in a paid status, is eligible to not participate in the PEMHCA medical insurance plan and elects the pro-rated cash-in-lieu option, the employee will receive \$405.00 on a monthly basis. Employees hired on or after February 4, 2017, will not be eligible for the cash-in-lieu option. Employees hired into a full-time capacity directly from a part-time capacity and receive cash-in-lieu as a part-time employee will be eligible to receive the cash-in-lieu as a full-time employee.

(MOU 02-07-17)

5.1.1.7.1 To establish eligibility for the cash-in-lieu option, employees who do not elect to use the City-sponsored medical benefits shall provide evidence of major medical insurance coverage and sign a City provided form certifying that they have other continuing major medical insurance coverage in compliance with Federal and State law and regulations. Once eligibility has been established, to maintain continued eligibility to receive the cash-in-lieu option employees shall provide said documents prior to January 31st on an annual basis, or as requested by the City. The employee must notify the City within 30 days of the loss of other minimum essential coverage. The cash-in-lieu option shall no longer be payable if the employee and family members cease to be enrolled in other minimum essential coverage.

(MOU 02-07-17)

5.1.2 For Part-Time (PT32) Employees:

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

5.1.2.2 The City currently provides employee medical insurance through the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). As a condition of participation in the PEMHCA plan, the CalPERS Board determines an annual Minimum Employer Contribution (MEC). The City will contribute the MEC as required by PEMHCA per month per employee to be used solely toward City-sponsored employee medical benefits. For 2022, the MEC is \$149 per month.

(MOU 12-21-21)

5.1.2.3 In addition to the above stated contribution, following the first full pay period after ratification and adoption by the City Council the City shall provide a pro-rated monthly optional health insurance contribution of \$617.96 per month.

Following the first full pay period after January 1, 2023, the City shall provide a pro-rated monthly optional health insurance contribution regardless of the medical plan chosen, up to the amounts listed below:

Employee Only	\$ 633.40
Employee plus one	\$ 696.74
Employee plus two	\$ 766.41

(MOU 12-21-21)

5.1.2.4 The City shall provide a pro-rated cash-in-lieu option to those employees hired before February 4, 2017, who do not elect to fully participate in the PEMHCA medical insurance plan, provided they are in compliance with the below stated evidence of coverage provision. If an employee is in a paid status and is eligible to not participate in the PEMHCA insurance plan and elects the pro-rated cash-in-lieu option, the employee will receive \$265.00 on a monthly basis. Employees hired on or after February 4, 2017, will not be eligible for the cash-in-lieu option.

(MOU 05-21-19)

5.1.2.4.1 To establish eligibility for the cash-in-lieu option, employees who do not elect to use the City-sponsored medical benefits shall provide evidence of major medical insurance coverage and sign a City provided form certifying that they have other continuing major medical insurance coverage in compliance with Federal and State law and regulations. Once eligibility has been established, to maintain continued eligibility to receive the cash-in-lieu option employees shall provide said documents prior to January 31st on an annual basis, or as requested by the City. The employee must notify the City within 30 days of the loss of other minimum essential coverage. The cash-in-lieu option shall no longer be payable if the employee and family members cease to be enrolled in other minimum essential coverage.

(MOU 05-21-19)

5.1.3 Dental and Optical Insurance

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

5.1.3.2 The dental insurance benefit annual coverage will be \$2,000.

(MOU 12-20-11)

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

(MOU 11-03-09)

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

5.2 Life and Disability Insurance**5.2.1 For Full-Time (FT) Employees:**

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

(FT-MOU 12-16-03)

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

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

(FT-MOU 01-01-90)

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

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

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

(FT-MOU 12-25-04)

5.2.1.7 The City provides a short-term disability plan at 66 2/3% of weekly earnings for employees to a maximum of \$1,154 per week.

(MOU 12-20-11)

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

(FT-MOU 12-16-03)

5.2.2 For Part-Time (PT32) Employees:

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

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

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

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

5.3 Post-Employment Health Plan

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

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

(MOU 04-03-18)

5.3.3 The City agrees to pay \$4.62 per pay period to those employees who have existing Post Employment Health Plan accounts with Nationwide.

(MOU 05-21-19)

CHAPTER 6. UNIFORMS AND EQUIPMENT**6.1 Uniforms and Equipment: Improper Use**

(See CAM 1976-2)

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

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

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

(FT-MOU 12-16-03)

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

(FT-MOU 01-01-76)

6.2 Uniform Allowance

6.2.1 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.

(MOU 03-05-13)

6.2.2 For Full-Time (FT) Employees:

6.2.2.1 Field employees, except Fleet Services and Wastewater, will be provided five changes of uniforms per week. Either coveralls or shirts and trousers may be worn at the option of the employee. Parks employees wearing shirts and trousers will also be provided with up to two sets of coveralls. The necessity for the second set of coveralls is to be determined at the discretion of the department head. All field personnel will be required to wear the uniform at all times unless the wearing of the uniform would be hazardous to a particular type of work.

(MOU 12-17-13)

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

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

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

6.2.2.5 The City agrees to discontinue the requirement for the following classifications in the Police Department to wear uniforms: Account Clerk, Administrative Assistant and Office Assistant.

(MOU 05-21-19)

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

(MOU 11-03-09)

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

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

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

two polo shirts, two trousers, and the City agrees to replace normally worn or uniforms that are damaged while in the line of duty, on an ongoing basis as approved by the department head. Employees shall be responsible for the upkeep and maintenance of said uniform.

(Side Letter 09-06-13)

6.2.2.10 The personal maintenance uniform allowance for the above employees shall terminate on the 31st consecutive calendar day of absences.

(MOU 01-18-11)

6.2.3 For Part-Time (PT32) Employees:

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

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

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

6.3 **Tool Replacement**

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

(FT-MOU 01-01-76)

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

6.3.3 Employees should have no expectation of using City tools for personal use or capital gain. See Section 6.1.4 regarding the improper use of City equipment and uniforms.

(MOU 04-03-18)

CHAPTER 7. SPECIAL PROVISIONS**7.1 Layoff Procedure**

(See CAM 1979-2)

7.1.1 Purpose: To provide a means by which employees are to be demoted or laid off when a reduction in force occurs. The City reserves, retains, and is vested with solely and exclusively, the right to determine which employee(s) to lay off in accordance with the below procedures.

7.1.2 Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's actual or perceived race, color, religion, sex, sexual orientation, marital status, registered domestic partner status, national origin, ancestry, physical or mental disability, medical condition, age, or any other basis protected by California or federal law.

7.1.3 Employee Evaluation Performance Rating Categories: Where employee evaluation forms are used, those evaluations that have been presented to the employee within the last two years from the date of layoff shall be used. For purposes of this Layoff Section only, should no evaluations be given to an employee within the last two years from the date of layoff, the assumption will be (for purposes of layoff) that the employee is performing at an acceptable rating level. Employees with a rating of "Unacceptable" shall be demoted or laid off first; those with a rating of "Acceptable Minus/Improvement Needed" second; those with a rating of "Acceptable" third; those with a rating of "Acceptable Plus" fourth; and those in the "Superior" category last.

(MOU 12-20-11)

7.1.4 Determining Length of Seniority:

7.1.4.1 The following shall define seniority for the purposes of Layoff Section 7.1.

7.1.4.1.1 In determining continuous Citywide service seniority, all uninterrupted full-time employment including periods of authorized leaves of absence, periods of employment prior to a previous layoff, in a full-time budgeted position, shall be counted as continuous Citywide service seniority for full-time employees. Time served as a part-time employee or employment under a Federal program, shall not be credited toward full-time seniority for this purpose.

7.1.4.1.2 With regard to part-time seniority, all uninterrupted part-time employment including periods of authorized leaves of absence, periods of employment prior to a previous layoff, in a part-time budgeted position, shall be counted as continuous Citywide service seniority for part-time employees. However, part-time employees that previously held regular status in a full-time position, in determining continuous part-time Citywide service seniority both part-time service and prior full-time service shall be counted as continuous Citywide service if all employment was uninterrupted.

(MOU 12-20-11)

7.1.4.1.3 When both full-time and part-time employees are qualified for a part-time position, seniority order shall be determined by whichever employee has the most continuous citywide service based on the following:

7.1.4.1.3.1 Full-time employees are provided one year of service credit for every twelve (12) months of continuous full-time service with the City, as further defined in 7.1.4.1.1 above.

7.1.4.1.3.2 Part-time employees are provided eight-tenths (0.8) years of service credit for every twelve (12) months of continuous part-time service with the City, as further defined in 7.1.4.1.2 above.

(MOU 12-20-11)

7.1.4.1.4 The timing for employees to exercise their below options shall be made within 48 hours of official notification from the City. Said time requirements may be extended at the discretion of the City.

(MOU 12-20-11)

7.1.5 Transfer/Demote to Vacancy:

7.1.5.1 Prior to initiating Sections 7.1.6 and 7.1.7, the City will transfer/demote any full-time employee, who has been employed by the City in a full-time capacity for less than twenty years and is to be affected by a reduction in force, to another full-time vacant position for which such employee may qualify, prior to initiating the below procedures. For a full-time employee with twenty years or more of full-time City service who is affected by a reduction in force, Section 7-1.5 herein will not apply.

7.1.5.2 Prior to initiating Sections 7.1.6 and 7.1.7, the City will transfer/demote any part-time employee, who has been employed by the City in a part-time capacity for less than twenty years and is to be affected by a reduction in force, to another part-time vacant position for which such employee may qualify, prior to initiating the below procedures. For a part-time employee with twenty years or more of part-time City service who is affected by a reduction in force, Section 7.1.5 herein will not apply.

(MOU 12-20-11)

7.1.5.3 In situations where both full-time and part-time employees are affected by a reduction in force, preference to transfer/demote to vacant positions will be given as follows:

7.1.5.3.1 In situations where more than one employee is affected by a reduction in force and are qualified to transfer to a vacant position(s), the employee with the most continuous Citywide service, if qualified, shall be the first qualified employee to be transferred/demoted.

(MOU 12-20-11)

7.1.5.3.1.1 Performance will be considered first, for employees with less than three years continuous service with the City.

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

(MOU 12-20-11)

7.1.6 Order of Reduction in Force: After exhausting the Transfer Provision as set forth in Section 7.1.5 (Phase I) the following procedures will apply.

(MOU 12-20-11)

7.1.6.1 By this section, the City is not abrogating the management rights stated in Section 7.1.1 and Section 7.9; nor abrogating any other management right not specifically addressed herein. Once the City has determined which position will be affected by a layoff, prior to laying off City employees, the City will give consideration to reducing temporary agency staffing (non-City employees) that are employed through an employment agency, whom are performing similar work to the position determined to be affected by a lay off. In a reduction in force situation, the following layoff shall be followed:

(MOU 12-20-11)

7.1.6.1.1 In situations where more than one employee is affected by a reduction in force and are qualified to transfer to a vacant position(s), the employee with the most continuous Citywide service, shall be the first qualified employee eligible to be transferred/demoted.

(MOU 12-20-11)

7.1.6.1.2 Probationary employees with the lowest overall job performance rating category in the affected classifications (Citywide) shall be laid off first and the affected laid-off probationary employee shall exercise their option to demote pursuant to Section 7.1.5; if identical for two or more employees, then by the employee with the least Citywide seniority, if still equal then by non-discriminatory random selection (such as lottery).

(MOU 12-20-11)

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

7.1.6.1.3.1 For employees with less than three years of Citywide service as defined by the Determining Length of Seniority section above, the employee with the overall lowest performance rating shall be laid off first and the affected laid-off employee shall exercise their option to demote pursuant to Section 7.1.5; if identical for two or more employees, then by the employee with the least Citywide seniority; if still identical, then by length of service in existing classification; if still identical, then departmental seniority in the affected department, if still equal then by non-discriminatory random selection (such as a lottery).

7.1.6.1.3.2 For employees with three years or more of Citywide service, as defined by the Determining Length of Seniority section above, the employee with the least continuous Citywide seniority shall be laid off first and the affected laid-off probationary employee shall exercise their option to demote pursuant to Section 7.1.5; if identical for two or more employees, then by the employee with the lowest overall performance rating; if still identical, then by length of service in existing classification; if still identical, then departmental seniority in the affected department, if still equal then by non-discriminatory random selection (such as a lottery).

(MOU 12-20-11)

PHASE III

7.1.7 Bumping: After exhausting the Transfer Provision as set forth in Section 7.1.5 (Phase I) and exhausting the Order of Reduction in Force as set forth in Section 7.1.6 (Phase II), the following bumping procedures will apply.

(MOU 12-20-11)

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

7.1.7.1.1 Employees who have not actually held status in a lower classification shall be allowed to first demote to a vacant Citywide position (Phase I) in an equal or lower classification (salary range), or second to a Citywide position held by a City (new hire) probationary employee (Phase II) in such lower class for which they are qualified but may not bump regular City employees already in the lower classification.

(MOU 12-20-11)

7.1.7.1.2 Should there be no position to demote to (no vacant position for which the employee is qualified, or no position to bump into), said employee shall be subject to lay off.

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

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

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

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

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

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

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

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

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

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

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

7.1.13.1 Prior sick leave accrual balances.

7.1.13.2 Seniority at time of layoff for purposes of determining merit increases, vacation accruals, and future reductions in force.

7.1.13.3 The salary step paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he/she was laid off, then salary placement will be made at a point either equivalent to his/her salary immediately prior to layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to layoff, then the employee will receive the maximum of the salary range.

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

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

(MOU 12-20-11)

7.3 Personnel Files

(See City Code Sec. 2-20.23)

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

(FT-MOU 12-15-01)

7.4 Union Information

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

7.5 Management Personnel

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

(FT-MOU 12-16-03)

7.6 Safety

(See CAM 1983-1)

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

(FT-MOU 01-01-76)

7.6.1.1 The City will provide Fit testing and the appropriate respirator in accordance with OSHA standards for those employees deemed required by the Department Head or his/her designee. Those employees will be required to maintain the same fit as was tested for the appropriate fit and usage of the respirator.

(MOU 05-21-19)

7.7 Changing Employee Representation Groups

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

(FT-MOU 01-01-79)

7.8 Slow Down, Work Stoppage or Strike

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

(FT-MOU 01-01-88)

7.9 Management Rights and Responsibilities

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

7.9.1.1 To manage the City generally and to determine the issues of policy.

7.9.1.2 To determine the existence or non-existence of facts which are the basis of the management decision.

7.9.1.3 To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

7.9.1.4 To determine the nature, manner, means, technology, and extent of services to be provided to the public.

7.9.1.5 To determine methods of financing.

7.9.1.6 To determine types of equipment or technology to be used.

7.9.1.7 To determine and/or change the facilities, methods, technology, means, organizational structure, size, and composition of the work force, and allocate and assign work by which the City operations are to be conducted.

7.9.1.8 To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City.

7.9.1.9 To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.

7.9.1.10 To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

7.9.1.11 To establish and modify productivity and performance programs and standards.

7.9.1.12 To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.

7.9.1.13 To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reclassify employees in accordance with this Memorandum of Understanding and applicable resolutions and codes of the City.

7.9.1.14 To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

7.9.1.15 To maintain order and efficiency in its facilities and operations.

7.9.1.16 To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention with this Agreement.

7.9.1.17 To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this Memorandum of Understanding.

7.9.1.18 To take any and all necessary action to carry out the mission of the Agency in emergencies.

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

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

(FT-MOU 01-03-98)

7.10 Grievances

7.10.1 The purpose of this chapter is to provide an orderly method for the settlement of a dispute between the City and its employees. Such a dispute shall be defined as a grievance and must be presented within thirty (30) calendar days of the date it occurred or within thirty (30) calendar days of the date the employee could reasonably be expected to have knowledge of the occurrence. An employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. Except for circumstances covered by Section 7.11.1, grievances shall not be completed during an employee's work hours or using City equipment.

(MOU 05-21-19)

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

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

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

7.10.4.1 Grievance shall be submitted in writing to the immediate supervisor who shall promptly meet and discuss grievance with the employee and reply within ten (10) calendar days.

7.10.4.2 In the event the decision of the immediate supervisor does not satisfy the grievance, it may be appealed in writing within ten (10) calendar days to the department head who shall within ten (10) calendar days meet and discuss the grievance with the employees. The department head shall reply within ten (10) calendar days his decision and reply in writing.

7.10.4.3 In the event the employee decides to appeal the department head's decision and request the services of a mediator from the State Mediation and Conciliation Service (SMCS) to assist in mediating the grievance, the employee must address their request in writing to the City Manager within seven (7) calendar days following the date the employee is informed of the department head's decision. Any fees or expenses associated with having SMCS provide a mediator shall be borne equally by the employee and the City.

7.10.4.4 In the event that the mediation session does not satisfy the grievance, it may be appealed to the City Manager within seven (7) calendar days following the mediation session. The City Manager shall either act as the Hearing Officer in this appeal or appoint a Hearing Officer in his absence. The Hearing Officer shall meet and discuss the grievance with the employee and shall reply at the earliest possible date.

7.10.4.5 However, either the City or the Union may request in writing an alternate hearing officer. This alternative hearing officer shall be chosen with agreement of the City and the Union. If an agreement cannot be reached in ten (10) calendar days after the appeal is filed, the City will request a list of seven (7) experienced hearing officers from the State Mediation and Conciliation Service. Starting with the Union, the hearing officers will be struck from the list until only one remains who will hear the appeal. The cost of the alternative hearing officer will be borne equally by the City and the Union.

7.10.4.5.1 The hearing officer shall conduct the hearing as soon as possible at a time and place convenient to the parties and witnesses.

7.10.4.6 At the conclusion of the hearing, the hearing officer shall submit findings and an advisory recommendation to the City Manager in a timely manner. The City Manager shall, after weighing all the evidence and the findings of the hearing officer, make the final determination of the appeal and submit it in writing to the employee and his/her designated representative within thirty (30) calendar days after receiving the findings from the hearing officer. The City Manager may, if deemed necessary, conduct further evidentiary proceedings upon mutual agreement of the parties. The decision of the City Manager or, if a decision is not served by the City Manager within the thirty (30) days specified, the decision of the hearing officer, shall be final. If the City Manager is the hearing officer, the findings and decision of the City Manager shall be final.

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

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

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

7.11 Union Business

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

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

(FT-MOU 12-25-04)

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

(FT-MOU 01-03-98)

7.12 Salary Survey Procedure

7.12.1 *The City and the Union agree to discuss salary survey procedures in future labor management discussions. Changes to salary survey procedures shall be by mutual agreement only.*

(MOU 05-21-19)

7.13 Work Footwear

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

7.13.1.1 Appropriate work foot protection shall be worn by field and shop employees who are exposed to potential foot injuries from hot, corrosive, poisonous substances, falling objects, crushing, or penetrating actions.

7.13.1.2 Work footwear not appropriate and/or not approved shall be tennis shoes, sandals, "deck shoes", canvas shoes, athletic shoes, open toe shoes, and any other shoe easily penetrated.

(MOU 02-17-15)

7.13.1.3 The City agrees to reimburse employees required to wear appropriate footwear, as defined in this section, for the replacement cost or re-soling of one pair of work boots within 60 days of incurring cost, up to a maximum of \$160 per calendar year.

(MOU 12-21-21)

7.13.1.3.1 Those eligible employees assigned to the asphalt or concrete crews in the Department of Public Works or field staff in the Department of Utilities are authorized to purchase an additional pair of boots should their first pair be damaged, and the integrity of the boots has been compromised within the normal course of work. If the damage was caused by a careless act or a non-hazardous activity at the fault of the employee, the replacement cost will be the responsibility of said employee. Subject to inspection and approval by the Division Manager, the City agrees to reimburse these employees for a second pair of boots up to a maximum of \$160 per calendar year.

(MOU 12-21-21)

7.13.1.5 The following classifications are eligible for footwear reimbursement pursuant this section:

Full-Time (FT):

- Account Clerk - Scale House
- Building Inspector I/II
- Chief Building & PW Inspector
- Crew Leader/Maintenance Specialist
- Code Compliance Officer I/II
- Electrician II
- Equipment Mechanic I/II
- Engineer I/II/III (assigned to field duties)
- Facilities Supervisor
- Field Mechanic
- Fleet Services Supervisor
- Groundskeeper
- Laboratory Coordinator
- Landfill Heavy Equipment Lead Operator
- Landfill Heavy Equipment Operator
- Landfill Heavy Equipment Operator II
- Lead Mechanic
- Lead Wastewater & Water Operator
- Maintenance Worker I/II
- Park & Forest Supervisor
- Park Services Officer II/III
- Public Works Inspector
- Regulatory Compliance Specialist
- Regulatory Compliance Specialist II
- Regulatory Compliance Supervisor
- Senior Civil Engineer (assigned to field duties)
- Senior Crew Leader/Maintenance Specialist (assigned to Parks, Streets or Facilities)
- Senior Park Services Officer
- Senior Traffic Signal Technician
- Solid Waste Equipment Crew Leader
- Solid Waste Equipment Lead Operator
- Solid Waste Equipment Operator I/II
- Solid Waste Collections Supervisor
- Solid Waste Landfill Supervisor
- Special Districts Coordinator
- Special Districts Technician
- Special Districts Supervisor
- Street Maintenance Supervisor
- Traffic Signal Technician
- Utilities Outreach Specialist
- Utilities Technology Analyst
- Wastewater Operator
- Wastewater Operator Trainee
- Wastewater Supervisor
- Water Conservation Specialist
- Water Operator
- Water Operator Trainee
- Water Resources Operator
- Water Resources Lead Operator
- Water Supervisor
- Water Systems Operator I/II

Part-Time (PT32):

- Facility Specialist II/III (Vector Control)
- Laborer III
- Park Services Officer

(Side Letter 2020-02)

7.14 Prior and Existing Conditions

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

(FT-MOU 1-15-08)

7.15 Pre-Emptive Laws

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

(FT-MOU 12-16-03)

7.16 Use of Employee Benefits

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

(FT-MOU 01-01-86)

7.17 Investigation Timeframe

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

7.18 Working with Chemicals

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

7.19 Release Notices for Negotiations

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

7.20 Probation

(See City Code Sec. 2-20.10.2)

7.20.1 New Probation

7.20.1.1 A new or re-employed employee shall be placed on probation for twenty-six (26) completed pay periods from the date of employment.

(MOU 05-21-19)

7.20.2 Promotional Probation

7.20.2.1 A full-time employee shall be placed on promotional probation for thirteen (13) completed pay periods from the date of promotion with the exception of promotions to classifications that require specific certification(s).

(MOU 05-21-19)

7.20.2.2 Upon promotion to a classification requiring a specific certification(s) as a minimum requirement, a full-time employee shall be placed on an initial twenty-six (26) completed pay period promotional probation if said employee does not possess the required certification but meets and maintains all other minimum requirements. After promotion, the department head shall grant completion of probation and advancement to regular status prior to the end of the twenty-six (26) completed pay period promotional probationary period, under the following conditions:

(MOU 05-21-19)

7.20.2.2.1 The employee has maintained an overall satisfactory level of performance; and

7.20.2.2.2 A minimum of thirteen (13) completed pay periods of promotional probation has been served; and

(MOU 04-03-18)

7.20.2.2.3 The City has received written official confirmation that the required certificate(s) have been obtained.

(FT-MOU 12-15-01)

7.20.2.3 Full-Time (FT) employees who do not successfully complete their promotional probationary period for reasons not related to discipline, may be reassigned (demotion) to a vacancy in a lower classification for which they are fully qualified. They shall be placed at the same step of their former appointment, prior to promotion. If they have not held regular status in said specific classification (not a classification series), then a new thirteen (13) completed pay period probationary period shall be completed.

(MOU 04-03-18)

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

offered to eligibles on the re-employment list that qualify for such vacancies prior to an open or promotional recruitment.

7.21 Americans with Disabilities Act (ADA)

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

7.22 Maintenance of Membership

7.22.1 Maintenance of Membership: Both the City and the Union acknowledge and agree that employees may join and become dues paying union members at any time without restriction. Employees who are members of the Union on the effective date of any new contract or join the Union during the term of the contract, must remain members for the entire term of the contract subject to the right to withdraw their membership only during the first payroll beginning in October before contract expiration. Withdrawal must be requested in writing, addressed to SEIU Local 620, 350 S. Hope Avenue Suite A-103, Santa Barbara, California, 93105.

(MOU 05-21-19)

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

(MOU 05-21-19)

7.22.3 Conformance With Law: The Union and City represents that the collection, administration, and use of union dues shall be in conformance with State and Federal law.

(MOU 05-21-19)

7.23 Labor/Management Committee

7.23.1 The City and SEIU agree to meet in a joint Labor/Management Committee on an as-needed basis as mutually agreed by the City and SEIU to discuss issues of mutual importance. It is mutually agreed to begin discussions regarding the Police Records Division, the salary survey procedure (to include survey agencies, positions, and step "E"), a potential holiday closure and certificates for Water Systems Operators and regarding the Haz-Mat and Tanker endorsements within 120 days after ratification of this MOU: the date to be mutually selected.

(MOU 02-07-17)

CITY OF SANTA MARIA

1/11/2022

Date


Andrew Hackleman, Co-Chief Negotiator


Che Johnson, Co-Chief Negotiator


Lisa Christensen, HR Consultant III

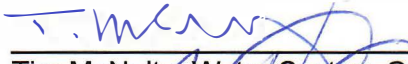

Erica Anaya, HR Confidential Tech II

SEIU

1/11/2022

Date



Darryl Scheck, Chief Negotiator


Tim McNulty, Water System Operator II


Joe Hall, Senior Crew Leader-Maint Spec

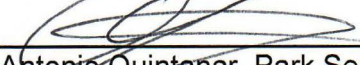

Javier Valencia, Groundskeeper

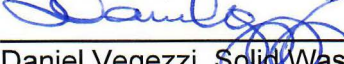

Trinidad Ramos, Recreation Technician


Wendy Hudson, Recreation Coordinator


Carmen Alvarez, Clerk II


John Harrison, Building Inspector II


Antonio Quintanar, Park Services Officer II


Daniel Vegezzi, Solid Waste Landfill Supervisor