

**THE CITY OF EAST PALO ALTO  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, (SEIU - LOCAL 521)**

**SIXTEEN MONTH AGREEMENT (AUGUST 1, 2022 THROUGH DECEMBER 31, 2023)**

**PREAMBLE**

This Memorandum of Understanding is entered into by and between the City of East Palo Alto, hereafter referred to as “City”, acting through its negotiator, and employees in the miscellaneous unit of the of the City as represented by Service Employees International Union (SEIU), Local 521, hereafter referred to as “Union”, pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-35100). Pursuant to Federal and California law, the City and Union have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the term of this agreement. It is the intent of the Parties to set forth herein their entire agreement covering rates of pay, wages, working hours, and other conditions of employment and to provide for prompt and fair settlement of grievances without interruption or other interference with the normal operations of the City.

This Agreement constitutes a mutual understanding between the parties of those wages, hours and conditions of employment, which are to be in effect during the period of the Agreement.

Both parties have mutually agreed that their objective is for the good of the City of East Palo Alto and Union members alike. Both parties agree further that, in the interest of collective bargaining and harmonious relations, they will, at all times, abide by the terms and conditions as hereinafter set forth.

Unless separately identified in another provision of this Agreement, any notification given pursuant to the terms of this agreement shall be sent to the following:

**For the City:**

City Manager  
City of East Palo Alto  
EPA Government Center  
2415 University Avenue  
East Palo Alto, CA 94303

**For SEIU, Local 521:**

Internal Organizer  
Service Employees International Union  
SEIU, Local 521  
2302 Zanker Rd  
San Jose, CA 95131

PREAMBLE.....	1
ARTICLE 1: RECOGNITION .....	3
ARTICLE 2: NON-DISCRIMINATION .....	3
ARTICLE 3: UNION SECURITY.....	4
ARTICLE 4: RIGHTS OF PARTIES .....	4
ARTICLE 5: LAYOFF .....	7
ARTICLE 6: FURLOUGH .....	8
ARTICLE 7: CONTRACTING OUT.....	8
ARTICLE 8: PERSONNEL ACTIONS .....	8
ARTICLE 9: WAGES .....	10
ARTICLE 10: HIGHER CLASS PAY .....	10
ARTICLE 11: HOURS OF WORK .....	11
ARTICLE 12: ROTATION OF OVERTIME AND CALLBACK.....	13
ARTICLE 13: BILINGUAL EXAMINATION AND DIFFERENTIAL .....	13
ARTICLE 14: UNIFORM BOOTS AND LICENSES.....	14
ARTICLE 15: HOLIDAYS .....	15
ARTICLE 16: LEAVE PROVISIONS.....	16
ARTICLE 17: RETIREMENT .....	21
ARTICLE 18: GRIEVANCE PROCEDURE.....	21
ARTICLE 19: DISCIPLINE .....	24
ARTICLE 20: MEDICAL INSURANCE .....	26
ARTICLE 21: DENTAL INSURANCE .....	27
ARTICLE 22. STATE DISABILITY INSURANCE.....	27
ARTICLE 23: RECLASSIFICATION .....	27
ARTICLE 24: POSITION RECRUITMENT .....	28
ARTICLE 25: TRAVEL EXPENSES .....	29
ARTICLE 26: TUITION REIMBURSEMENT .....	29
ARTICLE 27: LABOR-MANAGEMENT COMMITTEE .....	29
ARTICLE 28: LICENSES AND CERTIFICATES.....	30
ARTICLE 29: TELEWORKING .....	30
ARTICLE 30: REPAYMENT AUTHORIZATION .....	30
ARTICLE 31: SAVINGS CLAUSE.....	30
ARTICLE 32: TERM.....	31
ARTICLE 33: AUTOMATIC PAYROLL DEPOSIT .....	31

## **ARTICLE 1: RECOGNITION**

### Union Recognition

The Association has been recognized as an Employee Organization pursuant to the Employer-Employee Resolution of the City adopted November 21, 1983 for the regular full-time employees assigned to the classes set forth in Appendix A.

This unit of employees shall, for the purpose of identification, be titled the Miscellaneous Unit.

Pursuant to Section 3500-3510 of the Government Code of the State of California, the City recognizes SEIU, Local 521 as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular full-time (regularly scheduled at 40 hours or more per week) and part-time (scheduled at more than 999 hours per year) miscellaneous employees in the City, but excluding all seasonal, casual, irregular part-time (those working less than 999 hours per year), sworn and supervisory / management or confidential employees. Pursuant to the language in the MOU, this list can be amended from time to time.

### **1.1 Establishment of New Positions**

The City will provide reasonable advance written notice to the Union prior to establishing any new classifications appropriate to the SEIU unit. Upon written request from SEIU prior to the establishment of the classification by the City Council, the City shall meet and confer regarding the job description and salary range for the new position.

### **1.2 Job Descriptions**

The City will make Job Descriptions for all filled bargaining unit positions available to the Union upon request and will provide the Union with drafts of revised job descriptions before approval by the City Manager. Upon request, the City will meet and confer with the Union over changes in job descriptions for bargaining unit members prior to approval by the City Manager.

## **ARTICLE 2: NON-DISCRIMINATION**

### **2.1 Non-Discrimination**

The provisions of this Memorandum of Understanding (MOU) be applied equally to all employees covered hereby without unlawful discrimination because of race, religious creed or political opinion or affiliation or legitimate union activity, color, national origin, age, ancestry, physical and or/mental disability (including HIV and AIDS), medical condition, genetic information, marital status, sex (including childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, or military and/or veteran status, against any employee or applicant for employment by the Union or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law.

### **ARTICLE 3: UNION SECURITY**

3.1 An employee may at any time execute a payroll deduction authorization form (“Deduction Authorization Form”) as furnished by SEIU, Local 521. SEIU, Local 521 will be the custodian of record for Deduction Authorization Forms and will provide the City with a written certification that it has and will maintain a Deduction Authorization Form, signed by each individual from whose salary or wages the deduction or reduction is to be made (“Certified List”).

The City will direct employee requests to authorize deduction(s), or requests to cancel or change status regarding such deduction(s), to SEIU, Local 521. SEIU, Local 521 shall not be required to provide the City a copy of the Deduction Authorization Form unless a dispute arises about the existence or terms of the authorization. However, SEIU, Local 521 will provide the City with a Certified List with sufficient information to allow the City to identify the appropriate level of deduction for each member.

The City will begin deductions in the amount prescribed by SEIU, Local 521 in the first full payroll period after receipt of the Deduction Authorization Form from SEIU, Local 521.

Deductions may be revoked only pursuant to the terms of the member’s written authorization. The City shall direct member requests to cancel or change deductions to SEIU, Local 521 and shall rely on information provided by SEIU, Local 521 regarding whether deductions for a member were properly canceled or changed. However, the parties agree that the City shall automatically cease deductions for any member who is no longer employed in a classification represented by SEIU, Local 521.

Consistent with state law, SEIU, Local 521 shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on SEIU, Local 521’s Certified List or a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information provided by SEIU, Local 521 regarding changes or cancellations to the deduction authorization.

The City believes the following information currently is exempt from disclosure under the Public Records Act and will not disclose it pursuant to a request under that Act unless the City determines that at the time of the request the law clearly requires disclosure: employee non-work addresses, personal phone numbers, or personal e-mail addresses.

### **ARTICLE 4: RIGHTS OF PARTIES**

#### **4.1 Management Rights**

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California and of the United States, including but not limited to the generality of the foregoing, the right:

- a. To set standards and levels of service;
- b. To determine the procedures and standards of selection for employment and promotions;

- c. To direct its workers;
- d. To determine the methods and means to relieve its workers from duty because of lack of funds or other lawful reasons;
- e. To determine the methods, means, numbers and kinds of personnel by which City operations are to be conducted;
- f. To determine the methods of financing;
- g. To determine the size and composition of the work force and allocate and assign work by which the City operations will be conducted;
- h. To determine and change the number of locations, relocation and type of operations, processes and materials to be used in carrying out all City functions;
- i. To establish employee performance standards including, but not limited, quality and standards, and to require compliance therewith;
- j. To take necessary actions to carry out its mission in emergencies;
- k. To exercise complete control and discretion over its organization and the technology of performing its work;
- l. To take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities;
- m. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this memorandum and then only to the extent such express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution of the State of California; and
- n. The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

#### **4.2 Employee Rights**

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees also have the right not to participate in the activities of any employee organization.

Neither the City nor SEIU shall interfere with, intimidate, restrain, coerce, unduly influence or discriminate against any bargaining unit member because of his/her exercise of these rights.

### **4.3 Union Rights**

#### **A. Union Access**

A qualified representation of the union shall be allowed to visit City work locations for the purpose of ascertaining, whether or not this Agreement is being observed. The right shall be exercised reasonably. The qualified representative shall report to management before proceeding to any work locations that are not open to the public. The representative shall not meet with employees during work time (not including breaks) and shall not interfere with the normal conduct of work. Activities such as solicitation of membership, collection of dues, holding membership meetings, campaigning for office, conducting elections and distributing literature is strictly prohibited during working hours without prior approval of the City Manager or his/her designee.

#### **B. Notification to the Union**

The City will comply with all conditions established by the Meyer, Milias, Brown Act.

#### **C. Bulletin Boards**

Posting of information on City premises shall be limited to approved bulletin boards. Adequate space shall be made available to the Union for posting information on approved bulletin boards, provided the posted material is not derogatory to the City, employees of the City, or other employee organizations, and does not support or oppose candidates for public office or ballot issues. The City agrees it will not attempt to censor language and/or articles contained in the official SEIU newsletter for the City of East Palo Alto.

#### **D. Release Time**

1. The Union shall be limited to no more than one steward for every seven (7) members of the unit. However, Union may identify alternate stewards. Each alternate steward shall share the three (3) hours of release time with the primary steward for which they are the alternate. The Union shall provide the City with a list of all the primary and alternate stewards, including work assignment and contact information.
2. Stewards shall be allowed no more than three (3) hours per month of release time to represent workers in meetings related to grievances, to investigate grievances, to orient new employees, and to meet with management to discuss Union activities. The monthly allotment of hours provided for stewards cannot be transferred or accumulated from month to month.
3. Release time must be pre-approved and is at the discretion of the City designated supervisor but shall not be unreasonably denied. Moreover, release time will not be given if it will create a need for overtime.
4. A Steward who is released by a supervisor to investigate a grievance or to meet with City officials shall return promptly to his/her regularly assigned duties.
5. Only one Steward shall be relieved from assigned work duties for any given matter.

#### **E. List of Employees**

On a quarterly basis, the City will provide the Union with a unit list including name, classification, and department. Upon adoption of this Agreement, the City shall distribute to all bargaining unit employees an “Address and Telephone Release Form,” which shall permit each employee to authorize the City to release his or her mailing address and contact telephone number to SEIU. Each new employee hired subsequent to adoption of this agreement, shall be given a copy of the “Address and Telephone Release Form.” Upon receipt of an “Address and Telephone Release Form” from an employee, the City shall release to the union that employee’s last known mailing address and contact telephone number. The City shall develop a new “Change of Address” form that permits employees to release change of address information to SEIU. Upon receipt of a Change of Address form authorizing such release of information, the City shall provide a copy of the Change of Address form to SEIU.

#### **F. Bargaining Team**

Subject to the City’s operational needs, the City shall allow four (4) SEIU Bargaining Team members reasonable time from work to attend required bargaining meetings during negotiations over a successor MOU. Additionally, negotiators will normally be granted one-half hour caucus time before, exclusive of travel to and from their worksite to the negotiations site. Reasonable requests for additional prep time will be granted. Should a conflict arise between negotiations and City business, the City will notify SEIU immediately and the parties will work to resolve scheduling issues. The City will not reimburse bargaining unit team members for time spent bargaining outside of normal work hours.

#### **G. New Worker Orientation**

The City will give new bargaining unit members contact information for the Union and any relevant materials (including the MOU) provided by the Union. The City will allow each new bargaining unit member thirty (30) minutes of release time to meet with a local union representative. This time must be used during the member’s first pay period of employment with the City. The City will give the Union at least one-week advance notice of a new employee being hired. The City shall grant release time to at least one appointed Union member to conduct the new worker orientation.

#### **4.4 Use of City Facilities**

The parties agree that work time is for work. Therefore, union meetings and other union activities shall not occur during participating employees’ work time. Union meetings may occur on participating employees’ non-work time in City-controlled public meeting facilities. However, the Union shall limit its use of City facilities to comply with City Policy, Rules, and Regulations. The Union shall procure prior City approval for the use of such facilities and shall schedule the use of City facilities according to City procedure.

### **ARTICLE 5: LAYOFF**

#### **5.1 Layoff**

The parties agree to abide by the City Personnel Rules related to layoff and the applicable requirements of Meyers – Miliias-Brown Act (MMBA).

#### **5.2 Negotiations Over Layoff Procedures**

**The parties agree to meet and confer over the revision of the layoff rules in the Personnel Policies and Procedures. In consideration of the City's current staffing, a good faith effort will be made to begin negotiations over revisions of the layoff rules prior to the expiration of this MOU.**

**ARTICLE 6: FURLOUGH**

The City agreed to no mandatory furloughs for the term of this contract.

**ARTICLE 7: CONTRACTING OUT**

**7.1.** The parties have a shared interest in eliminating unnecessary consulting contracts and hiring permanent employees to perform the work of the City. Conditioned upon having available funds, the City will make every effort to recruit and fill all authorized positions which belong to the bargaining unit. The City will retain the right as to how services will be delivered to the citizens of East Palo Alto.

**7.2. Notification to the Union**

Whenever possible, the City agrees to notify the Union ninety (90) days in advance of contracting out work that results in or is the result of the elimination or non-filling a bargaining unit position and will negotiate with the Union regarding the effects of the contracting out on remaining bargaining unit members. In the event the City is moving forward with such a contract in a timeframe shorter than ninety (90) days prior to contracting out work that results in or is the result of the elimination or non-filing a bargaining unit position, the City will notify the Union as soon as possible.

**7.3. Recruitment**

This provision shall not apply in situations where the City is preparing for or holding a recruitment for a bargaining unit employee to perform the work or where a recruitment has been unsuccessful in filling the unit position the last twelve (12) months. However, if a recruitment is unsuccessful, the City will run a new recruitment within twelve (12) months after the contracting out of work.

**7.4. List of Vendors**

The City will provide SEIU with a list of active Purchase Orders twice a year.

**ARTICLE 8: PERSONNEL ACTIONS**

**8.1 Personnel Actions**

The parties agree to abide by the City's personnel rules, in regards to personnel actions as detailed in Personnel Policies and Procedures Sections 3.3.01 through 3.3.03; 3.7.07 through 3.7.13.

**8.2 Personnel Files**

- A. An employee may review his/her own personnel file (with the exception of investigative data pertaining to a possible criminal offense and letter of reference) when Human Resources Office staff are available. The employee may also, by



his/her written authorization, permit his/her representative to review his/her file under the supervision of Human Resources Office staff.

- B. Within ten (10) calendar days after the City notifies an employee of the placement of allegedly derogatory or erroneous materials in his or her personnel file, the employee may prepare a written response to the derogatory or erroneous materials. Any such response shall be placed in the employee's personnel file.
- C. Likewise, within ten (10) calendar days after the City notifies an employee of the placement of allegedly derogatory or erroneous materials in his or her personnel file, the employee may request in writing that the Human Resources Manager remove said materials. The Human Resources Manager shall render a decision in writing within ten (10) business days after the employees' request.
- D. This section shall not apply to performance evaluations. If an employee's performance evaluation results in the employee not receiving a step increase, and the employee believes his/her performance evaluation is inaccurate, the employee may, after speaking with their supervisor, request the Human Resources Manager review the performance evaluation. The Human Resources Manager's decision on the performance evaluation is final and shall not be subject to the grievance procedure.

### **8.3 Probationary Period**

For general Full-time and Permanent Part-Time employees, the probationary period shall be for a period of not less than six (6) months of actual service. However, the supervisor may extend the probationary period for up to three (3) additional months with the written approval of the Human Resources Manager.

Probation periods shall also apply to those that are newly promoted or transferred. The probationary period shall be for a period of not less than six (6) months of actual service from the date of promotion or transfer.

Except as otherwise required by law, effective March 1, 2004, for existing classifications filled by general full-time and permanent part-time employees, the probationary period shall be for a period of not less than six (6) months of actual service. In the event, the City establishes a new bargaining unit classification, that classification shall normally follow the "6+6" probationary period defined above. However, in the event, the City determines that a new classification requires a longer probationary period, the probationary period shall be for a period of not less than twelve (12) months of actual service. The City shall notify SEIU of its intent to establish a classification using this "12+6" probationary period and shall provide SEIU with the opportunity to discuss the basis for the longer probationary period upon request.

### **8.4 Merit Step Increases**

- 1. Upon the completion of six (6) months of actual initial or promotional probationary service and after receiving a satisfactory performance evaluation, eligible full-time employees who were initially appointed to the "A step" of the salary range in effect for

the class to which appointed will be granted a merit increase to the next higher step in the pay range.

Employees who are at the “B step” of the salary range or higher shall receive a merit increase to the next higher step until the top step of the pay range each twelve (12) months of actual service after receiving a satisfactory performance evaluation. Regular part-time employees shall be entitled to merit increases after receiving a satisfactory performance evaluation upon completion of not less than twelve (12) months of actual service in each step of the range.

2. An employee shall not receive a merit increase beyond the maximum step established for the job classification.
3. Merit increases shall be effective on the anniversary date (i.e., six (6) months after initial appointment to the classification at Step A and every twelve (12) months after that), regardless of the date of evaluation.
4. Pay Following Promotion:  

SEIU bargaining unit employees that are promoted will be offered pay in accordance with Policy and Procedure 3.9.08. If said promotion were to occur during the 30 days prior to the date of the Employee’s Performance Review (EPR), the subsequent step increase would occur before the promotion.

## **ARTICLE 9: WAGES**

### **9.1 Cost of Living Adjustments**

- i. Employees in this unit will receive a salary increase of – 5% (five) effective the first full payroll immediately following adoption of this agreement by City Council
- ii. Employees in this unit will receive a one-time payment of \$2,500 effective the first full payroll following Dec 1, 2022.

### **9.3. Premium Pay**

The City and the Union agree to meet and confer over premium pay for the SEIU bargaining unit related American Rescue Plan Act funds and if an agreement is not reached prior of the commencement of the next MOU negotiations, then this topic will be included in those negotiations.

## **ARTICLE 10: HIGHER CLASS PAY**

- A. The parties will continue to have discussions over higher class pay in Labor Management. This provision will sunset upon the parties’ mutual agreement on a replacement to this section.

- B. An employee who is designated by his or her department head and approved by the City Manager to work in a position in a higher classification for period of more than two (2) consecutive days shall, beginning on the third (3rd) consecutive day, be entitled to an additional five percent (5%) of salary for the remainder of the period that he or she is assigned to work in the higher classification.
- C. An employee on an out of class assignment shall receive the upgrade rate for all standby duty and call-back overtime pay earned while working out of class.
- D. An employee who works in a higher classification for more than thirty-one (31) days shall be entitled to pay at either the lowest step of the salary range for the position in which he or she is working or 5% of salary, whichever is greater. In addition, the employee's paid time off shall be compensated at the pay rate of the higher classification.

## **ARTICLE 11: HOURS OF WORK**

### **11.1 Hours of Work**

#### **A. Regular Workweek**

The regular workweek for bargaining unit employees shall consist of forty (40) hours within a seven (7) day workweek which begins Sunday morning at 12:00 a.m. and ends the following Saturday night at 11:59 p.m. The regular workweek for bargaining unit employees shall consist of five (5) consecutive days served in units of eight (8) hours. Most City employees work from 8:00 am to 5:00 pm with one (1) hour meal period. Employees in the maintenance division work from 7:30 a.m. to 4:00 p.m. with a thirty (30) minute meal period. However, employees may be assigned to different schedules based on operational need. The workweek for employees on an alternate work schedule will be set forth in a letter establishing the alternate work schedule.

#### **B. "Flex" Hours**

With the approval of their supervisor, employees assigned to work off hours, such as attendance at evening meetings or early morning training, may flex their schedules to accommodate the additional work, so long as the "flexed" hours occur within the same workweek. If the employee's request to flex his or her schedule is denied, the employee may appeal the denial to his or her Department Head.

#### **C. Alternate Work Schedules**

The City may establish alternate workweeks (including 4/10, 9/80 or other schedules) for individuals or groups of employees by providing employees with written notice. The City and Union agree that the availability of alternate work schedules may be a valuable benefit to workers and the City. Alternate work schedules requests may be initiated by employee(s) or at the initiative of the City. Alternate work schedules must be recommended by the Department/Division Manager and approved by the City Manager, with the needs of the City, service to the public, and the needs of the employee(s) being considered. At the request of either party, the parties will meet and confer over the establishment of alternative work schedules in specific work locations. Should a

department or division establish an alternative work schedule as a result of meet and confer, the City will notify the Union of any issues with the alternative work schedule as well as any plans to eliminate the schedule.

In all decisions regarding alternative work schedules, the City Manager or designee's decision will be final.

**D. Rest Periods**

Bargaining unit members will normally be granted and take a rest period of fifteen (15) minutes during each four (4) consecutive hours worked. These rest periods are considered time worked for pay purposes. For employees in the field, rest periods must be taken at the employee's work area, provided that the work area is equipped with a public or City restroom, potable water, and shaded area, or at the closest facility that is equipped with a public or City restroom, potable water, and shaded area.

**11.2 Overtime**

Overtime is to be paid after forty (40) hours worked in one (1) work week. Overtime is paid at the rate of one and one-half times the employee's regular rate for Fair Labor Standards Act ("FLSA") purposes. The City will compute the regular rate, including standby pay, in accordance with the FLSA. Employees may be compensated with Compensatory Time Off (CTO) at the rate of one and one-half hours per hour worked. However, employees may not accrue a CTO balance of more than fifty (50) hours.

**11.3 Call Back**

Workers who are called back after leaving work at the end of a normal working day shall be paid a minimum of three (3) hours at the applicable rate. If the employee works more than three hours during a call back, the employee shall be paid for his or her actual time worked.

If the employee responding to call back receives a second, third, or more calls within 24 hours, the employee receives the actual time spent on the additional calls.

Callback pay does not apply to incidental work performed without returning to the workplace. Employees will be paid for actual time spent on incidental work required by a supervisor, so long as the work exceeds ten (10) minutes. Incidental work in excess of ten (10) minutes will be recorded in quarter hour increments. Examples of incidental work include periodic phone calls, e-mails, and remote monitoring of systems.

**11.4 Rest Periods After Extended Shift**

A worker who works more than fourteen (14) consecutive hours during a twenty-four (24) hour period shall be entitled to receive an eight (8) hour rest period before returning to duty. Such rest period shall commence when the worker goes off duty. Should the eight (8) hour rest period extend beyond the starting time of the worker's regular shift, the worker shall be required to work only the remainder of the shift.

**11.5 Standby Pay**

With the written approval of the City Manager, Department Heads may assign workers to standby duty.

Workers shall be paid an hourly rate of \$3.50 per hour for time they are required to be on standby. Compensation for standby shall be paid only for those hours on, which a Department Head actually assigns the employee to standby duty. Employees are not entitled to standby pay for any hours when they are otherwise on paid status (e.g., working their normal shift, overtime, or callback).

Nothing in this section shall be deemed to require any Department Head to assign employees to standby duty. However, when the Department Head determines standby duty is appropriate, employees will be permitted to volunteer for standby if they meet the requirements (including response time) established by the Department Head. For rotational standby lists based on a job classification, absent special circumstances approved by a Department Head or Division Manager, all employees in the classification, shall participate in the standby rotation list.

The parties understand that stand-by compensation includes pay for incidental work performed while on standby. Examples of incidental work include periodic phone calls, e-mails, and remote monitoring of systems.

## **ARTICLE 12: ROTATION OF OVERTIME AND CALLBACK**

Overtime and callback shall be assigned on a rotational basis except when management determines that the application of this provision would result in the assignment of an employee without special skills or training to perform the work with a satisfactory level of services. Hours, selection, and time off shall normally be assigned on a first-come, first served basis. However, seniority shall be used as a tiebreaker.

## **ARTICLE 13: BILINGUAL EXAMINATION AND DIFFERENTIAL**

### **13.1 Bilingual Differential**

Employees who are assigned to job duties requiring the use of bilingual skills are eligible to receive \$50.00 per pay period. No employee shall be required to use bilingual skills who is not compensated under this section.

### **13.2 Eligibility**

Bilingual Differential shall be available only to employees who are regularly required to speak, read, or translate in a language other than English in order to perform assigned job duties arising during the normal course of work.

### **13.3 Examination Process**

The City shall establish a test for Bilingual Differential. This test shall include a written and verbal certification, including translation, given by an individual or entity designated by the City. The Human Resources Department shall be responsible for overseeing the administration of the test and certifying test results.

Eligible bargaining unit members may request to take the Bilingual Differential test by submitting a request in writing to the Human Resources Department. Within thirty (30) days of receiving such a request, the Human Resources Department shall decide, in its sole discretion, whether the employee is eligible for Bilingual Differential based on whether bilingual skills are essential to successful performance of the employee's

assigned job duties and shall issue notice of its decision to the employee. The decision of the Human Resources Department to arrange for testing shall be final.

If the Human Resources Department approves an employee's request for bilingual testing, the Department shall arrange for testing to be completed within thirty (30) days of the approval.

#### **13.4 Effective Date**

Bilingual Differential shall be paid beginning on the first day of the first pay period following the Human Resources Department's certification that the employee has passed the test for Bilingual Differential and otherwise met the requirements to receive Bilingual Differential. Bilingual Differential shall be based solely on the date of the Department's certification and shall not be paid retroactively.

### **ARTICLE 14: UNIFORM BOOTS AND LICENSES**

#### **14.1 Uniforms**

The City may require bargaining unit employees to wear uniforms. Except as provided herein, bargaining group employees who are required to wear uniforms, rain gear, or safety gear will be provided with the appropriate uniform items. The City shall continue to provide laundry service for uniforms provided to the Maintenance Workers.

So long as uniforms are required, the City shall provide the initial three (3) shirts, two pants, boots, jacket, belt and nameplate for the Environmental Services Aide, Community Services Officer and Code Enforcement Officer Classifications who are required to wear uniforms and shall pay \$175 every six months for the care and replacement of City-required uniforms. Newly hired or newly eligible employees will be prorated on a monthly rate for this allowance.

For employees who already received additional City provided shirts, the City will provide the net difference of the shirts provided to new employees.

So long as uniforms are required, the City shall provide the initial five (5) uniform shirts for Police Records Clerks, if required to wear uniforms, and shall pay \$175 every six months for the care and replacement of City-required uniforms. For employees who already received additional City provided shirts, the City will provide the net difference of the shirts provided to new employees. Newly hired or newly eligible employees will be prorated on a monthly rate for this allowance.

In the event, the City ceases to require uniforms or begins to provide uniforms for any of these classifications, the uniform allowance shall cease.

City-provided uniforms and equipment are to be used for City business only. In the event, an employee damages, destroys, or loses City-provided equipment or uniform while the equipment or uniform is being used for non-City business, the employee will reimburse the City for the repair or replacement cost of the item and may be subject to discipline.

#### **14.2 Boots**

Employees represented by this bargaining group who are required to wear protective footwear will be reimbursed up to \$250 per year for the purchase of shoes/boots, orthopedic insoles, and ergonomic support inserts.

In the event an employee's shoes are damaged and/or worn, and/or unsafe as determined by the City, the employee may request that damaged shoes be replaced provided:

- A. The division head/manager concludes the shoes are damaged and need to be replaced.
- B. The employee furnishes proof of purchase for the damaged shoes. Purchase shall have been within the current fiscal year.
- C. The employee has fully expended the boot allowance. If not fully expended, the employee must use the balance of his/her allowance for the purchase of replacement shoes.

Requests for replacement equipment shall be made to the City in writing on a City provided form. The City shall normally respond to such requests within five (5) working days. Denials may be appealed to the Human Resources Manager in writing within five (5) working days. The decision of the Human Resources Manager is final and shall not be appealed.

Denials of replacement equipment shall not be subject to the grievance procedure.

### **14.3 Fair Labor Standard**

The parties agree that uniforms provided by the City to employees should be manufactured under a "fair labor standard." In the event, the Union has concerns about the labor practices of a manufacturer, it will present information regarding those labor practices to the City. The City and Union will then meet to review and discuss the manufacturers' practices and appropriate responses.

### **14.4 DMV Pull Notice Program**

Employees whose positions require that they operate vehicles on city business, must possess and maintain a valid California driver's license appropriate for the job and vehicle(s) to be operated. Employees required to operate motorized vehicles while on duty must enroll in the City's department of motor vehicles employer pull-notice program.

Employees enrolled in the DMV employer pull notice program must fill out a City-specified enrollment/waiver form directing the DMV to provide the City with periodic updates of the employee's driving record.

## **ARTICLE 15: HOLIDAYS**

### **15.1 Holidays Observed**

The parties agree to abide by the Holidays provisions contained in Section 3.10.01 through 3.10.05 of the City's Personnel Rules and Regulations. Defined holidays are as follows:



- New Year's Day, January 1
- Martin Luther King Day, 3rd Monday in January
- Lincoln's Birthday, February 12
- Washington's Birthday, February 22 or its legal substitute (third Monday in February)
- Cesar Chavez Day, last Monday in March
- Memorial Day, May 31 or its legal substitute (third Monday in May)
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, first Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Day after Thanksgiving, fourth Friday in November
- Christmas Day, December 25

*Note:* When any day recognized as a holiday falls on Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

## **ARTICLE 16: LEAVE PROVISIONS**

Effective the first full payroll pay period following City Council adoption of the MOU, the City will grant employees with twenty-five (25) or more years of City service twenty (20) hours of additional leave time. This additional leave must be used by the end of 2022. Any leave not used by the end of the calendar year will be paid out in the paycheck for the last full pay period for 2022 at the employee's hourly rate.

### **16.1 Vacation**

#### **A. Crediting Vacation**

Full-time employees, excluding seasonal and part-time temporary, shall be credited with vacation as follows:

<u>Minimum Continuous Service</u>	<u>Amount of Vacation Earned Annually</u>
-----------------------------------	---



0-4.99 years	80 hours (3.08 hrs bi-weekly)
5-9.99 yrs.	120 hours (4.62 hrs bi-weekly)
10-14.99 years:	160 hours (6.15 hrs bi-weekly)
15-plus years:	200 hours (7.69 hrs bi-weekly)

Vacation Accumulation

An employee with less than ten (10) years of consecutive City service shall not accumulate more than two-hundred and eighty-eight (288) hours of vacation. An employee with more than ten (10) years of consecutive City service shall not accumulate more than three-hundred and twenty (320) hours of vacation. Once the accrual cap is reached, an employee will not accrue any additional vacation until he or she reduces the accumulated hours below the accrual cap, either through usage or cash-out. An employee shall receive reasonable notice of the amount of accumulated vacation leave in advance of each anniversary date. Requests for deferring vacation use must be presented to the City Manager sixty (60) calendar days before the end of the calendar year in which the vacation leave was to be taken. In granting deferred vacation, the City Manager may specify a time within which such excess vacation leave must be used.

**B. Use of Vacation**

The City and Union value vacation and believe that employees’ ability to utilize vacation is an important goal. The time at which an employee may use vacation leave and the amount to be taken at any one time shall be determined by the Department Head, with particular regard, for the needs of the City and, insofar as possible, considering the wishes of the employee. Except in unusual circumstances, use of vacation leave shall be scheduled and approved in advance of the first day of absence. Approval of use of vacation leave shall be in a form and manner prescribed by the Human Resources Manager. Said approval of vacation leave shall not be unreasonably withheld.

**C. Vacation Cash-out**

Members of the bargaining unit may make an irrevocable election in the prior calendar year to cash-out vacation during the month of December each year. To qualify for vacation cash-out, an employee must have more than eighty (80) hours of accrued vacation. During the term of this MOU, Bargaining unit members shall be allowed to cash out up to 80 hours of leave vacation that has accrued in the current calendar year, so long as the member maintains a balance of at least eighty (80) hours. Elections will be cashed out in December the year following the irrevocable election.

**16.2 Military Leave**

In addition to any provisions outlined in Personnel Policies and Procedures Section 3.12.16, including any amendments negotiated during the term of this agreement, the City shall follow any revised federal and/or state regulations including the Military and Veterans Code of the State of California that govern the granting of military leaves of absence and the rights of workers returning from such leaves.

### **16.3 Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

The City agrees to abide by all conditions provided in the federal Family Medical Leave Act and/or the California Family Rights Act.

### **16.4 Bereavement Leave**

Bargaining unit employees shall be entitled up to three (3) calendar days of paid leave for an occurrence of death or serious illness or accident determined to possibly lead to death in the immediate family; five (5) calendar days if out of state. Additional days may be approved by the City Manager or designee and charged to the employee's available unused leave. This leave shall not be accumulated and is in addition to sick leave and vacation benefits except where additional time off is taken as provided above.

Request for bereavement leave must be in writing, state the relationship of the family member, and be approved in advance by the Department Head and City Manager (or designee). In special emergencies, an employee may request formal approval after the fact, if approved, leave records shall be adjusted accordingly. Death following a serious illness or injury shall generally be regarded as one (1) occurrence; however, the City reserves the responsibility for determining the nature and/or severity of the illness and the amount of time the occurrence warrants.

Immediate family shall mean the following: related by blood, marriage or adoption: spouse, child, parent, sister, brother, uncle, aunt, nephew, niece, grandparent, grandchild, and cousin. Immediate Family shall also include registered domestic partners.

### **16.5 Sick Leave**

#### **A. Sick Leave Certification**

1. An employee who is absent on sick leave three (3) or more consecutive working days may be required to present a treating physician's certification shall be required only upon request of the worker's supervisor at least one day prior to the worker's return to work.
2. If management believes there is an abuse of sick leave, the Human Resources Manager may require the worker to provide medical verification for all future sick leave absences for a period of ninety (90) days. Prior to implementing this provision, the worker and the worker's representative shall, upon request, be given the opportunity to meet with the Human Resources Manager to show cause why this provision should not be invoked. Material relating to the sick leave use will be available to the worker and his representative prior to such meeting. The sick leave verification requirement shall be in writing and shall be reviewed every three (3) months, and the worker may appeal the decision to place him or her on sick leave verification and a decision to renew the verification requirement to the City Manager. This section shall not be subject to the grievance procedure.
3. Sick Leave Accrual:  
Full-Time employees shall accrue (3.70) of Sick Leave per pay period. This amount shall be prorated based on hours for employees working less than the 1 FTE.

**B. Fitness for Duty**

City-required fitness for duty examinations shall occur on administrative leave with pay.

**C. Family Sick Leave**

Bargaining Unit members may use up to one-half of their annual accrual of sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, a member of the employee's immediate family. For the purpose of this section, the immediate family of an employee shall be as defined in the Bereavement Leave Section (Section 16.4.B).

**16.6 Leave Donations**

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a catastrophic illness and/or injury. This program allows a regular City employee to donate accrued vacation time hours to a specific eligible employee who has exhausted his/her own available leave balances on an hour for hour basis. Catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or similarly debilitating illness or injury of the employee's immediate family member who has a catastrophic illness or injury as verified by a physician's statement.

**A. To receive leave donations, an employee:**

1. Must have been employed in a regular full-time position with the City for a minimum of one year; and
2. Must be absent from work due to his/her own catastrophic illness or injury for more than twenty (20) consecutive days (as verified by a physician's statement); or be absent from work in order to attend to his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
3. Must have exhausted all earned leave balances (including sick leave if related to the employee's own illness) vacation; except however, donations may be made prior to all balances being exhausted, when the physician's statement and leave balance indicate the probable exhaustion of balances within two (2) pay periods.

**B. Donations**

1. Are voluntary.
2. Are made from accrued Vacation balance; donations of Sick Leave are not permitted.
3. Must be for a minimum of eight (8) hours, in whole hour increments.
4. Are irrevocable.
5. Are taxable on the part of the recipient, in accordance with IRS Regulations, and are subject to withholding as required by law.
6. Donations shall be processed in the order received. However, a donor's leave shall not be reduced until the recipient actually uses the leave. Unused donation shall remain with the donor.

7. An employee may not donate more than eighty (80) hours to any other individual employee.
8. The total donation received into an employee's donated leave balance shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered when approved by the Human Resources Manager.
9. Upon approval of the request for donations, the Human Resources Manager (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.
10. Nothing in this section shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. Neither shall this section modify existing City rules, policies or agreements regarding unpaid leave of absence or family leave.

"This provision (16.6) shall sunset upon the parties' mutual agreement on a City-wide policy on Leave Donation."

### **16.7 Personal Business Leave**

- A. Permanent (non-probationary) employees shall be entitled to a maximum of three (3) days per calendar year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave. Personal Business Leave can be taken in half day increments at a time.
- B. Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under leave provisions of this Memorandum of Understanding.
- C. A worker shall notify the division/department head two (2) days before taking this leave, unless an emergency exists which prohibits the worker from providing such advance notice.
- D. Personal Business Leave may only be used for personal business of urgent and compelling importance, and may not be used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.
- E. At the discretion of the supervisor, a worker may also use vacation, compensatory time off to cover absences of an emergency nature. No request shall be unreasonably denied.

### **16.8 Jury Duty Leave**

- A. A bargaining unit member required to report for jury duty during regularly scheduled work hours shall notify their supervisor as soon as possible and shall be entitled to leave with pay until released by the Court provided the employee remits to the City within five (5) calendar days after receipt, all fees excepting those specifically allowed for mileage and subsistence.

- B. A bargaining unit member subpoenaed to appear in court during regularly scheduled working hours, solely as a result of employment with the City, shall receive full pay for such appearance until released by the Court provided the employee remits to the City within five (5) calendar days after receipt, all fees excepting those specifically allowed for mileage and subsistence.
- C. A bargaining unit member is responsible for keeping their supervisor informed of their court schedule and must return to work when released by the Court (including partial days).

## **ARTICLE 17: RETIREMENT**

### **17.1 Retirement**

- A. Bargaining unit members who do not meet the definition of “new member” as determined by the California Public Employees’ Retirement System (CalPERS), shall be subject to the 2.5% @ 55 retirement formula highest three years.
- B. Bargaining unit members who meet the definition of “new members,” as determined by CalPERS, shall be subject to the CalPERS 2.0% @ 62 retirement formula, highest three years.
- C. Bargaining unit members will continue to pay the full employee contribution established for their retirement tier (this number is set by statute; and as of the date of this agreement is 8% for classic members and ½ of the Normal Cost for “new members.”).

### **17.2 Credit for Unused Sick Leave**

The City has contracted with CalPERS to provide service credit for unused sick leave pursuant to the Public Employees Retirement Law. To qualify for this provision, a member must retire within one hundred and twenty (120) days of separation from the City.

## **ARTICLE 18: GRIEVANCE PROCEDURE**

### **18.1 Policy**

This grievance procedure is intended to assure that every reasonable effort will be made to resolve problems as near as possible to the point of origin. This Article shall supersede the grievance procedure contained in Sections 3.15.01-3.15.07 of the City’s Personnel Policies and Procedures.

### **18.2 Eligibility to File a Grievance**

A permanent classified employee or his or her Union representative may submit a dispute according to this procedure. The Union may utilize this procedure in the event a dispute is not directly related to an individual employee and complies with all the provisions of this Article.

### **18.3 Definition**

A grievance is defined as a dispute involving the interpretation, application or alleged violation of:

- A. This Memorandum of Understanding; or
- B. The City Personnel Rules affecting classified employees where the provision in dispute is within the scope of representation and not otherwise superseded by the provisions of this Agreement.
- C. No dispute shall be considered a grievance if it does not conform to this definition. Where the City Codes or Rules and Regulations provide another appeal process, the Union shall choose which process is to be used but shall not use both.

#### **18.4 Grievance Procedure**

- A. Step 1 - Informal Discussion (Immediate Supervisor/Division Head)

Within ten (10) working days of the occurrence of an act in dispute, an employee shall discuss it with his/her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor or designee shall give the employee an oral reply within ten (10) working days after the discussion. If the employee is not satisfied with the response, he/she may proceed to Step 2. In the event, the Division Head is the Employee's direct supervisor, the Informal Discussion shall be with the Division Head or designee.

- B. Step 2 – Formal Written Grievance (Division Head/Department Head)

Any dispute not resolved at Step 1 may be submitted to the Division Head in writing citing the specific provision of the rule in dispute and stating the desired solution within ten (10) working days after the supervisor's response. A copy shall be provided to the supervisor. Ten (10) working days thereafter, a meeting shall be scheduled with the employee by the Division Head or designee. The Division Head or designee shall give the employee a written reply within ten (10) working days after such meeting and file a copy with the Human Resources Manager. If the employee is not satisfied with the response, he/she may proceed to Step 3.

In the event, the Division Head is the Employee's direct supervisor, the Step 2 Formal Written Grievance shall be filed with the Department Head. Employees who are supervised directly by their Department Head shall bypass Step 2 and proceed directly to Step 3.

- C. Step 3 – Human Resources Manager

Any dispute not resolved at Step 2 may be submitted in writing to the Human Resources Manager within ten (10) working days after the Step 2 Response, with a copy to the Department Head and Immediate Supervisor. Within ten (10) working days thereafter, a meeting shall be scheduled with the employee by the Human Resources Manager or designee who shall attempt to resolve the matter. The Human Resources Manager or designee shall give the employee a written reply within ten (10) working days after such meeting and file a copy with the

City Manager. If the employee is not satisfied with the response, he/she may proceed to Step 4.

D. Step 4 – City Manager

Any dispute not resolved at Step 3 may be submitted in writing to the City Manager within ten (10) working days after the Step 3 Response, with a copy to the Human Resources Manager and the Department Head. Within ten (10) working days thereafter, a meeting shall be scheduled with the employee by the City Manager or designee who shall attempt to resolve the matter. The City Manager or designee shall give the employee a written reply within ten (10) working days after such meeting. If the employee is not satisfied with the response, he/she may request that the Union proceed to Step 5.

E. Step 5 – Arbitration

If the Union is not satisfied with the City Manager or designee's response, it may appeal the dispute to arbitration in writing within ten (10) calendar days after the date of the Step 4 response. Within ten (10) calendar days of the appeal, the parties shall meet to select an arbitrator. If the parties are unable to reach mutual agreement on an arbitrator, the parties shall jointly request a list of seven (7) labor arbitrators from the California State Mediation Service and shall alternately strike names until only one name remains. The Union shall strike first for the initial arbitration under this Agreement and the parties shall alternate the first strike thereafter.

Costs for the arbitration (including arbitrator fees and any court reporter) shall be shared equally by the parties. The parties shall each pay for their own representative. The decision of the arbitrator shall be final and binding upon the parties.

### **18.5 Service of City Responses**

Copies of all City responses shall be sent to the Grievant, Local 521, and to the Grievant's representative at the address indicated on the grievance form.

### **18.6 Settlement of a Grievance**

Failure of the City to adhere to the designated time deadlines shall be deemed a denial and the Grievant may appeal the grievance to the next level. Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the City may extend any time deadline by mutual agreement.

### **18.7 Representation**

An employee may have a representative of his/her choice present at all stages of the grievance procedure.

### **18.8 No Retribution**

An employee shall not be penalized in any way for availing himself/herself of this procedure.



## **ARTICLE 19: DISCIPLINE**

### **19.1 Discipline**

The City may reprimand, place on disciplinary probation, discharge, suspend, reduce salary, or demote any worker who has completed the specified probationary period for cause, including, but not limited to:

- Dishonesty,
- Insubordination,
- Immoral or unprofessional conduct,
- Intoxication or the use of controlled substances while on duty,
- Incompetence,
- Willful negligence,
- Excessive absences and/or tardiness,
- Inexcusable absence without leave,
- Misuse of City property,
- Failure to maintain licenses or certificates required by law, District requirements, or job description,
- Failure to perform work as required, or
- Failure to comply with or violation of the City's reasonable rules regarding safety, conduct and operations.

### **19.2 Right to Representation**

Except in situations requiring immediate action, such as but not limited to, allegations of theft or urgent safety matters, a worker shall be entitled to a steward of his or her choice at an investigative interview that the worker reasonably believes may result in disciplinary action. The worker may request a representative either during or prior to the interview, and must make a selection, of which steward will be representing him or her within a reasonable time. The worker's choice of representative will not be permitted to delay the investigation if the resulting delay would harm the investigation.

### **19.3 Procedure**

#### **1. Notice of Intent to Discipline**

A Notice of Intent to discharge, demote or suspend must be served on the worker and the Union in person or by certified mail.



The Notice shall include:

1. A statement of the nature of the disciplinary action;
2. The effective date of the action;
3. A statement of the cause thereof;
4. A statement of the act or omissions upon which the causes are based;
5. A statement of the worker's right to respond to the charges, either orally or in writing, prior the action becoming effective; and
6. A statement advising the worker of the right to Union representation.

The Notice shall be accompanied by all documentation upon which the City relied in determining the need for disciplinary action.

2. Employee Response/Skelly Meeting

The worker may respond to the Notice of Intent to Discipline either in person or in writing.

- A. If the worker elects to respond in writing, the worker or his representative must file the worker's response within ten (10) workdays after service of the Notice of Intent to Discipline.
- B. If the worker elects to respond in person, the worker or his or her representative must request a meeting with the Department Head within ten (10) workdays after service of the Notice of Intent to Discipline. The Department Head shall hold a meeting with the employee within twenty (20) days of the worker's request.

3. Notice of Discipline

If the Department Head determines that discipline is warranted, the Department Head shall issue a written Notice of Disciplinary Action within ten (10) workdays after either the filing of a written response or the date of the Skelly Meeting. If the worker did not request a meeting or file a written response, the Department Head's decision is due twenty (20) workdays after the service of the Notice of Intent to Discipline. The Department Head shall furnish a copy of the Notice of Disciplinary Action to the Union and appropriate Steward.

4. Appeal to Human Resources Manager:

- A. In the event a worker feels that the disciplinary action is unjust, the worker or his or her representative may appeal the action to the Human Resources Manager. An appeal of the Notice of Disciplinary Action must be in writing and must be filed with the Human Resources Manager within ten (10) workdays of the date of service of the Notice of Disciplinary Action.
- B. The Human Resources Manager or designee shall hold an appeal meeting within twenty (20) days.
- C. For any matter not subject to binding arbitration pursuant to Section 5, below, the Human Resources Manager or designee's decision shall be final and binding.

- D. The Human Resources Manager shall issue his/her decision within ten (10) workdays after either meeting with the worker or receipt of the arbitrator's report, whichever is later.
- E. Except for matters which are subject to arbitration pursuant to Section 5, the decision of the Human Resources Manager shall be final.

5. Arbitration of Serious Discipline

In the event a worker feels that a discharge, suspension of three (3) or more days, or a reduction in pay is unjust, the Union shall have the right to appeal the case to binding arbitration. Any appeal under this provision must be filed within twenty (20) days after receipt of the Human Resources Manager's decision. The expenses of any arbitration convened pursuant to this section, including the fee for the services of the Arbitrator and court reporter, shall be borne equally by the parties. All other expenses which the parties may incur individually, including witness and attorney fees, are to be borne by the party incurring such expenses.

6. Removal of Disciplinary Notices

Employees may request in writing to the Human Resources Manager, with a copy to Union Representative, that disciplinary notices which are three (3) or more years old shall be removed and destroyed provided the following conditions are met:

- 1. The file does not contain subsequent notice of discipline or records of disciplinary action.
- 2. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said notice of discipline is received by the Human Resources Manager.

**ARTICLE 20: MEDICAL INSURANCE**

- A. The City shall pay up to a maximum of sixty-five percent (65%) of the premium of the Kaiser Permanent HMO for employees electing to have dependent medical coverage under the City's existing medical plans. The employee shall be responsible for the remaining premium for the elected medical coverage.
- B. The City shall pay up to one hundred percent (100%) of the premium for Kaiser Permanente HMO Employee only.
- C. Benefits Committee

During the term of this MOU, the City and Unions shall convene the Benefits Committee for the following purposes:

- 1. To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in City plans,
- 2. To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to participate into benefit insurance cost structure, and

The benefits Committee will commence no later than September 30,2022. The Committee will be composed of City labor representatives, not to exceed four (4)

representatives and four (alternates) from each participating labor organization and four (4) representatives. These names will be provided to the City no later than August 31, 2022.

## **ARTICLE 21: DENTAL INSURANCE**

### **21.1 Employee Coverage**

The City agrees to provide a dental insurance plan or plans (if more than one is available) for its employees covered by this bargaining unit. The City shall contribute the full cost of the employee-only level for the dental plan selected by the employee. The contributions are based on regular full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time equivalent.

Maximum Delta Dental payout per calendar year shall be \$2,000. Co-payment for Crown and Cast Restoration, and Prosthodontic benefits shall be 80/20; with the twenty percent (20%) share the responsibility of the employee.

### **21.2 Dependent Coverage**

Employee may ensure their eligible dependents (including registered domestic partner as defined below) under the dental plan(s) in accordance with the rules and regulations applicable to obtaining said dependent coverage. Domestic partner (as defined by State law), shall be included as “eligible dependent” pursuant to Article 16.4B.

## **ARTICLE 22. STATE DISABILITY INSURANCE**

Effective July 1, 2007, bargaining unit employees shall be enrolled in the State Disability Insurance (SDI) system administered by the California Employment Development Department. Coverage shall be limited to the “State Plan” and shall not include any additional Voluntary plan design. SDI premiums shall be 100% employee-paid on an after-tax basis. Payment shall be made by mandatory payroll deduction for every bargaining unit employee.

Bargaining Unit employees may elect to supplement their State Disability Insurance (SDI) benefits by integrating accrued leave (vacation, sick leave or compensatory time off). It is understood that the combined SDI benefit and use of leave credits cannot exceed the employee’s regular monthly net pay.

## **ARTICLE 23: RECLASSIFICATION**

- A. When necessary, the Union may request that the City reclassify bargaining unit positions. These requests shall be made in writing and shall indicate the position’s current classification, the proposed reclassification, and a detailed statement of the reasons that the reclassification is appropriate. The Human Resources Manager or designee shall respond to the reclassification requests in writing not later than three (3) months after the submission of the request, unless this deadline is mutually extended by the parties. The Human Resources

Manager or designee will meet with the Union and each incumbent employee during the process.

- B. In the event, the Human Resources Manager or designee determines that the reclassification is not appropriate, the Union may appeal the decision to the City Manager in writing, not later than ten (10) calendar days after the date of the Human Resources Manager or designee's decision. The City Manager shall render a decision within ten (10) calendar days of the appeal. The decision of the City Manager shall be final. This section is not subject to the grievance procedure.
- C. Reclassifications will be effective either the date of the Human Resources Manager or designee's decision or three (3) months after the submission of the request, whichever is earlier.
- D. Employees who are reclassified through the City's reclassification process to a higher classification will not be subject to the probationary period.

## **ARTICLE 24: POSITION RECRUITMENT**

### **A. Postings**

1. Open Recruitment for Promotional opportunities for permanent city positions in classifications within the representation unit will be posted at all work locations and on the City's website for at least fourteen (14) calendar days prior to closing applications and shall be mailed to the Union and e-mailed to bargaining unit members with City e-mail accounts.
  2. "Internal Only" recruitment for promotional opportunities for permanent city positions in classifications within the representation unit will be posted at all work locations for at least seven (7) calendar days (Monday through Friday) prior to closing applications and shall be mailed to the Union and e-mailed to bargaining unit members with City e-mail accounts.
  3. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job.
- B. Mandatory Interviews** The top two (2) permanent bargaining unit members applying for promotional opportunities for classifications within the representation unit and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department. When possible, the top two (2) permanent bargaining unit members applying for promotional opportunities outside of the representation unit and who meet the minimum qualifications for the position will be interviewed.

### **C. The List**

Once a list of reachable candidates has been generated and upon request by any Department Head, the Human Resources Manager shall refer to the requesting Department a list of the top seven (7) candidates as well as a list of all internal applicants on the

recruitment list. The Department Head shall have the discretion to interview any of the candidates whose names have been referred by the Human Resources Manager.

#### **ARTICLE 25: TRAVEL EXPENSES**

Pursuant to City Policy, the City will advance 75% of the allowable reimbursement for meals consumed by bargaining unit members during travel on City business. For reimbursement exceeding the 75% advance, bargaining unit members are still required to submit receipts for meal reimbursement upon return from travel and will be reimbursed up to the allowable amount after submission of receipts.

If a bargaining unit member is required to use his/her personal vehicle for pre-approved work-related travel purposes, the City shall pay said employee mileage at the current IRS rate.

#### **ARTICLE 26: TUITION REIMBURSEMENT**

- A.** The City shall provide tuition reimbursement for employees, subject to the limitations below of five hundred dollars \$600 per fiscal year paid as taxable wages. Limited to the unit cost of the class and required textbooks (no supplies, no parking or mileage reimbursement). Coursework must be on the employee's own time.
- B.** Tuition reimbursement shall be available only for coursework taken at an accredited institution and is only available for coursework in which the employee receives a passing grade. These funds are subject to budgetary constraints and may not be available from year to year.
- C.** All eligible employees in this unit are eligible to receive the \$600 reimbursement, regardless of total cost to the City. In the event that the bargaining unit has not exhausted \$5,000 in reimbursement by May 31 of any fiscal year, any unit member who has received the maximum individual reimbursement (\$600) but has expended more than that amount on textbooks or tuition for approved coursework may apply to the City Manager for reimbursement of the remainder of the appropriate expenses up to \$1000 maximum per individual. This additional reimbursement is on a first come, first serve basis and will be granted up to a total \$5,000 per fiscal year for the entire unit. Workers must submit a request for additional reimbursement on or before May 31. If the balance remaining in the reimbursement pool is not sufficient to pay the additional expenses for applications received by May 31, the pool shall be distributed equally to each applicant up to the amount of each reimbursement request.

#### **ARTICLE 27: LABOR-MANAGEMENT COMMITTEE**

- A.** Purpose: A labor/management Committee shall be created. The purpose of the Committee shall be to examine labor-management issues. The committee shall also monitor labor-management issues that have not yet risen to the level of grievances.
- B.** Composition: The Committee will be composed of the Assistant City Manager, up to two (2) management representatives, the Local 521 staff person, and up to three (3) Local 521 members.

- C. Meeting Schedule: The Committee will commence meeting after ratification of the Agreement. The Committee will meet at least quarterly during the term of the agreement.

### **ARTICLE 28: LICENSES AND CERTIFICATES**

Workers who are required by State and/or Federal agencies to be licensed or secure a certificate shall be reimbursed for the fees for the licenses or certificates. This provision excludes licenses required by the Department of Motor Vehicles.

### **ARTICLE 29: Teleworking**

SEIU bargaining unit employees have the right to telework when feasible according to the needs of the City and can request to work remotely/telework by writing to their direct supervisor. The parties shall follow the City's personnel rules regarding teleworking, which is subject to meet and confer prior to implementation.

### **ARTICLE 30: Repayment Authorization**

When it is discovered that an employee has been overpaid, regardless of cause, the City shall have the ability to recover those monies via a repayment agreement (see Appendix B). Such repayment agreement will not extend longer than the amount of time that the overpayment occurred, unless the parties mutually agree to another timeline.

In the event a payroll error has been made, including but not limited to the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, and give written notice to the employee. The city shall provide documentation to back-up the conclusion that there has been an overpayment.

In the event an employee received an overpayment, the City and employee shall agree upon a repayment schedule utilizing one, or a combination of, the following elements:

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from available accrued leave balances except sick leave equivalent to the overpayment at the employee's current hourly rate;
- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment or written or oral notice to the City in the case of an underpayment error.

### **ARTICLE 31: SAVINGS CLAUSE**

If any article or section of this contract or any rider thereto should be held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending

formal determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is further the intent that should any article or sections of this contract be held invalid, illegal or unenforceable and inoperable, that article or section shall be renegotiated in an attempt to provide validity, legality and acceptability to such section or article.

### **31.1 Amendments to Agreement**

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and shall constitute a part of this Agreement.

## **ARTICLE 32: TERM**

The term of this MOU shall be from August 1, 2022 to Dec 31, 2023 equivalent to sixteen months. Ninety days prior to the expiration the parties shall meet and confer, at the request of either the City or the Union, to amend or extend this Memorandum of Understanding.

## **ARTICLE 33: AUTOMATIC PAYROLL DEPOSIT**

All employees covered by this Agreement shall participate in the City's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings slip to the Finance Department. It shall be the employee's choice as to which financial institutions(s) he/she designates as the institution(s) receiving the payroll funds.

When the authorization form is properly executed and filed with the Finance Department, the City shall automatically deposit in the employee's designated financial institution account(s) the net amount of pay each designated biweekly payday.



## APPENDIX A

### SERVICE EMPLOYEES INTERNATIONAL UNION – MISCELLANEOUS UNIT

1. Accountant I
2. Accounting Technician I
3. Accounting Technician II
4. Accountant II
5. Administrative Grants Coordinator (NEW CLASS)
6. Administrative Assistant
7. Assistant Engineer
8. Assistant Planner
9. Associate Engineer
10. Associate Planner
11. Building Inspector I
12. Building Permit Technician
13. Code Enforcement Officer I
14. Code Enforcement Officer II
15. Community Services Officer
16. Environmental Services Aide
17. Electrician
18. Engineering Technician
19. Kitchen Aide (Part-Time)
20. Maintenance Worker I
21. Maintenance Worker II
22. Maintenance Worker III
23. Nutrition Site Supervisor (Part-Time)
24. Office Assistant
25. Police Records Clerk I
26. Police Records Clerks II
27. Police – Property and Evidence Technician
28. Police Crime Analyst
29. Public Works Inspector
30. Rent Stabilization Counselor I/II
31. Secretary I
32. Secretary II
33. Shuttle Van Driver (Part-Time)



## APPENDIX B Repayment Authorization Form



### CITY OF EAST PALO ALTO PAYMENT PLAN AUTHORIZATION FORM

Employee Name: \_\_\_\_\_

AMOUNT OWED TO THE CITY FOR COVERAGE:

Instructions: Please select one of the options below by placing an X in the appropriate box of your choice.

**OPTION 1**

Amount to be paid in one lump sum of \$ \_\_\_\_\_ using either option A, B or C below:

- A) to be deducted from your next payroll check.
- B) to be paid by check or cash to the City
- C) to be paid from earned leave balances\*

**OPTION 2**

0.00

A bi-weekly amount of #DIV/0! to be taken from  paychecks.

**OPTION 3**

\$ -

A bi-weekly amount of \_\_\_\_\_ to be taken from the next payroll periods until paid.

**OPTION 4**

0.00

Other option described here: #DIV/0! to be taken from  paychecks.

I agree and understand the terms of this payment arrangement and authorize the City of East Palo Alto to deduct the following amount from my paycheck based on the payment plan option selected above. If I resign or am terminated, I understand that the remaining balance will be withheld from my final check.

\_\_\_\_\_  
Employee Signature


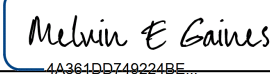


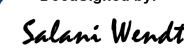
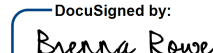
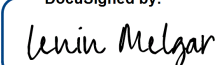
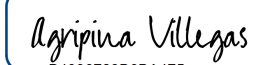
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Official

\_\_\_\_\_  
Date

\* Leave balances shall include vacation leave, floating holiday leave and comp time **only**.  
Any pay increases may be used by the City to lower agreed upon payment plan to balance your payroll check.

ACCEPTED BY:

For the Union:	For the City:
<p>DocuSigned by:    <small>8864E3ECDD834C8...</small>            Guadalupe Rosas SEIU Local 521</p>	<p>DocuSigned by:    <small>4A364DD749224BE...</small>            Melvin Gaines, City Manager</p>
<p>DocuSigned by:    <small>04F36AEA08C400...</small>            Janet Nuñez-Aguilar, SEIU Member</p>	<p>DocuSigned by:    <small>14EC557803E547D...</small>            Ana Torres-Mondragon, Human Resources Manager</p>
<p>DocuSigned by:    <small>A4363D37E66944A...</small>  <u>Salani Wendt, SEIU Member</u></p>	<p>DocuSigned by:    <small>CC82C5ADD43C4FC...</small>            Brenna Rowe, Chief Spokesperson            Sloan Sakai Yeung &amp; Wong LLP</p>
<p>DocuSigned by:    <small>8E5602DC792E4E6...</small>  <u>Lenin Melgar, SEIU Member</u></p>	
<p>DocuSigned by:    <small>B4936723B6BA475...</small>  <u>Agripina Villegas, SEIU Member</u></p>	