



CITY OF SAN PABLO

City of New Directions

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN PABLO AND
THE PUBLIC EMPLOYEES' UNION, LOCAL ONE**

EFFECTIVE JULY 1, 2014 through JUNE 30, 2017

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SECTION 1. RECOGNITION

Public Employees' Union, Local No. One (hereinafter called "Local One") is recognized as the exclusive representative of the job classifications listed below. The Union is the only organization entitled to meet and confer in good faith on matters within the scope of representation for employees within the Unit. This recognition is in accordance with applicable sections of the Employee-Employer Relations Ordinance. The City shall advise all new employees of the Union status and shall forward information provided by the Union regarding membership to each new employee.

The Public Employees' Union, Local One Unit shall include all permanent employees in the following full-time and .80 FTE employee positions:

- Administrative Clerk I
- Administrative Clerk II
- Administrative Secretary
- Building Inspector
- Fiscal Clerk I
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Paratransit Driver
- Permit Technician
- Planning Aide
- Senior Administrative Clerk
- Senior Center Services Aide
- Senior Maintenance Worker
- Senior Permit Technician
- Senior Public Works Inspector

SECTION 2. UNION SECURITY

2.1 Dues Deduction

The City shall deduct, once monthly, the amount of Local One regular and periodic dues, service fees and insurance premiums as specified by Local One under the authority of an authorization card furnished by the Union and signed by the employee. It is understood that such service fees shall be exclusive of any fees charged for political purposes as set

forth in the U. S. Supreme Court decision in Chicago Teachers' Union vs. Hudson, March, 1986.

Such deductions, together with a list of the names and amount deducted, shall be forwarded as soon as possible after the pay date to the Local One office.

2.2 Maintenance of Membership

It is understood that an employee in the classes included in this Unit may not revoke his/her authorization for regular monthly Union membership dues deductions (or service fee, when applicable) except during a period of no less than sixty (60) days or more than ninety (90) days preceding the expiration date of this Agreement.

It is further understood that if an employee does not revoke his/her authorization for membership and dues deduction during the time period specified above, said dues shall be deducted from the employee's earnings for the remaining portion of the term of this Agreement without right of further revocation, except in the event of the employee's separation from regular City service or permanent placement in a position in a classification not covered by this Memorandum of Understanding.

An employee in one of the classes represented by this Unit shall, as a condition of continuing employment, within thirty (30) calendar days of his/her employment become and remain a member in good standing in the Union (subject to the provisions of paragraphs of this Section 2) except that said employee may, within the first thirty (30) days of employment subsequent to applying for membership in the Union, apply in writing to the City, with a copy to the Union, for exemption, and such an employee shall be so exempted. A member in good standing for these purposes means one who tenders the regular and periodic dues payments to the Union.

2.3 Agency Shop

- (a) Effective July 1, 2006, the City entered into an Agency Shop Agreement with Local One. All employees subject to this agreement must join the Union, pay a service fee to the Union, or execute a written declaration stating the employee is a member of a bona fide religion, body or sect that historically held conscientious objection to joining or financially supporting any public employees' organization as a condition of employment. To that end, all employees must sign a form authorizing a payroll deduction of Union dues or

a service fee, or a charitable donation equal to the service fee.

Any employee hired by the City subject to this Memorandum of Understanding on or after the date of implementation of this Section 2 shall be provided with an authorization form listed above. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the City of San Pablo Personnel Division.

If the form is not completed properly and returned within five (5) working days, the City shall commence and continue a payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Union dues, service fee deductions or a charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period in which this Section 2 becomes effective for current employees, whichever is later.

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

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

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

- (c) Financial Reports. Local One shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section, at the offices of the Union. Failure to file such a report within one hundred (100) days within the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.
- (d) Payroll Deductions and Pay-over. The City shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformance with State and Local regulations. The City shall promptly pay to the designated payee all sums to be deducted. The City shall also provide a quarterly list to the Union of all persons making charitable deductions pursuant to the religious exemption granted herein.
- (e) Programming Fee. The Union shall reimburse the City for actual, reasonable and necessary costs of reprogramming in order to implement this Agreement.
- (f) Hold Harmless. Local One shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop, Maintenance of Membership or Dues Deduction provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 3. SCOPE OF MEMORANDUM OF UNDERSTANDING

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the

sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Union meet and confer.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.

SECTION 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City has and retains the rights and functions of management, including but not limited to: the right to determine the methods, means and personnel by which its operations are to be conducted; to determine the mission of each of its constituent departments, boards and commissions; to set standards of service to be offered to the public considering employee safety and workload; to classify positions; to add or delete positions or classes; to establish standards for employment, promotion and transfer of employees; to establish and enforce dress and grooming standards; to direct its employees; to take disciplinary action for cause; to schedule employees; and to relieve its employees from duty because of lack of work or other legitimate reasons. Any and all of these actions must be within the legal limits of this agreement, and State and Federal laws.

SECTION 5. UNION REPRESENTATION AND SHOP STEWARDS

- 5.1 Local One may designate at least one (1) employee within each department as its shop steward for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions, and investigating grievances; provided, however, that there are no more than four (4) shop stewards and/or their alternatives serving at any time.
- 5.2 The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives; provided, however, that said time is scheduled so as not to unduly interfere with workload and job requirements as determined by the department head or division head, such determination not to be capricious or arbitrary; provided further that such time afforded under these provisions shall be devoted only to matters within the scope of representations. For the above Section, reasonable time shall be interpreted as not to exceed eight (8) hours per month per steward unless additional time is requested and approved by the City Manager.

- 5.3 Local One may designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of two (2) members of said committee shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring within the scope of representation.
- 5.4 Local One will notify the City within two (2) weeks of the action of the designation of new officers, shop stewards and alternates.
- 5.5 The City shall afford a designated Local One representative reasonable time off during working hours for the purpose of attending meetings, conferences, conventions or workshops related to Union business, training or educational affairs; provided, however, that "Union Leave" afforded under this subsection shall not exceed two (2) workdays per designated representative in any one fiscal year and provided further that an employee shall notify the City at least seven (7) calendar days in advance of such leave. Local One shall certify that there is a legitimate Union need for the presence of the employee representative at the time such leave is requested. Requests for Union leave under this subsection shall not be unreasonably made nor shall they be unreasonably denied.
- 5.6 Labor-Management Committee
A labor-management committee, consisting of the Union's Shop Stewards, the Union Business Agent, the City Manager or his or her designee, unless the Union specifically requests the presence of the City Manager, and at least one (1) other City representative shall meet not more frequently than once every month, at the request of either the City or the Union, for the purpose of discussing problems which arise relating to matters which are not provided for in this Memorandum of Understanding. The party requesting the meeting shall provide the other with an agenda of items for discussion.

SECTION 6. SALARIES

6.1 General Increases

All classifications listed in Section 1, herein, shall receive salary increases as follows:

Effective July 1, 2014, there will be a two percent (2%) cost of living increase for all classifications represented by the Union.

Effective July 1, 2015, there will be a two percent (2%) cost of living increase for all classifications represented by the Union.

Effective July 1, 2016, there will be a two percent (2%) cost of living increase for all classifications represented by the Union.

6.2 Longevity Pay

Local One members shall receive longevity incentive, as follow:

- Three percent (3%) upon completion of fifteen (15) years of service
- An additional two percent (2%) for a total of five percent 5% upon completion of twenty (20) years of service
- An additional two percent (2%) for a total of seven percent (7%) upon completion of twenty-five (25) years of service

The percentage increases shall not be cumulative.

6.3 Pesticide Spray Incentive

During the time an employee is assigned by a Department Head or Division Manager to perform pesticide spraying duties, the employee will receive incentive pay of one hundred dollars (\$100) per month.

6.4 On-Call Duty

There are unexpected events that may occur outside the regular work shift that require Public Works Maintenance staff to respond and/or provide assistance. To ensure consistent availability of personnel, full-time staff will be assigned on-call duty on a regularly scheduled basis to ensure proper coverage of these unanticipated events.

a) Employees Assigned

Each full-time employee will be scheduled for on-call duty for a two week (fourteen days) time period on a rotating basis every 8 weeks. The two week time period shall begin on Monday at 7:00am and end two weeks later on the second Monday at 6:59am (please see chart on the next page).

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Rotation 1	Employee 1 & 2 Begin at 7:00am						
Rotation 1							End at 6:59am Monday morning
Rotation 2	Employee 3 & 4 Begin at 7:00am						
Rotation 2							End at 6:59am Monday morning
Rotation 3	Employee 5 & 6 Begin at 7:00am						
Rotation 3							End at 6:59am Monday morning
Rotation 4	Employee 7 & 8 Begin at 7:00am						
Rotation 4							End at 6:59am Monday morning
Rotation 1	Employee 2 & 1 Begin at 7:00am						
Rotation 1							End at 6:59am Monday morning

A schedule will be developed for the fiscal year assigning full-time employees their

respective weeks of On-call duties.

b) Method of Assignment

There shall be two (2) employees designated to be on-call, one (1) of whom shall be designated as "primary" and the other shall be designated as "secondary". The "primary" stand-by employee shall be called first. The "secondary" on-call employee shall be called when the "primary" employee is unable to respond because of illness or other reason, in which case the "secondary" on-call employee shall become the "primary," or when a second employee is necessary.

c) On-Call Protocol

An employee assigned to on-call duty shall report to work within sixty (60) minutes of receiving a call. The employee is not required to remain on City premises, and is able to use on-call time to engage in regular personal activities for his or her own purposes.

An employee assigned to on-call duty shall be required to respond to any call from the Police Department Dispatch and shall NOT call or designate another employee to cover for them without specific approval from the Public Works Maintenance & Park Facilities Manager.

An employee assigned to on-call duty shall be in compliance with all State, Federal and Local laws regarding driving and the use of alcohol and drugs.

An employee assigned to on-call duty shall respond to work wearing the appropriate work clothes and footwear.

Employees assigned as the "primary" and "secondary" shall designate a telephone number for notification purposes. This information shall be provided to the Police Department Watch Commanders and Dispatchers on a weekly basis.

Employees on sick leave for their shift are not eligible for on-call pay for that day except where such sick leave is for a scheduled medical appointment.

Employees may trade on-call duties amongst themselves upon written approval of the Maintenance & Park Facilities Manager and provided that the Police Watch Commanders and Dispatchers are notified prior to the trade. Trades must be made in 24 hour increments.

d) Compensation

The employees assigned to “primary” on-call duty shall be paid \$35.00 per day that they are on-call. If the employee is not available for duty during any portion of his 14 day period, due to illness or other reason, \$35.00 shall be deducted for each day or portion of the day the employee is not available. Once an employee is deemed not available the “secondary” on-call employee will be notified that he is now “primary” for that day and the unavailable on-call employee will forfeit his \$35.00 on-call pay for that day.

In addition to the \$35.00 on-call pay that employees will receive for being on-call, there will also be a minimum of four (4) hours of overtime credited to each employee who is on-call and is required to respond to a call.

6.5 Compaction Study

Within one year of this agreement, the City will commission a compaction study which will examine and make recommendations related to compaction between job classes whereby a five percent (5%) increase following promotion within a job family results in an employee’s placement at Step E of the higher class. The City and Union will meet and confer over the results of the Compaction Study.

SECTION 7. MULTILINGUAL PAY

Employees who are multilingual and who regularly use their skills and are recognized as such by their respective supervisors shall receive an additional pay upon application and approval of the City Manager as outlined below. This benefit must be initially certified and recertified periodically to continue eligibility or when an employee advances to the next level. Multilingual skills must be used to assist members of the public.

Primary level – \$100 per month, for the ability to speak fluently and frequently during the course of work.

Secondary level - \$200 per month, for the ability to speak fluently and frequently during the course of work. In addition, the employee must be able to read and express in writing the secondary language required.

Expert level - \$300 per month, or the ability to speak, read, write, edit, proof read frequently, investigate and/or testify in court the secondary language required.

Employee receives pay for only one appropriate competency level.

Employees wishing to be certified at one of these competency levels would be required to demonstrate their abilities for a third party linguistic evaluation provider selected by the City. The City Manager shall have the final determination, including consideration as to the frequency of use and the applicability to the community that we serve, as to who is certified and at what level.

Frequency shall be defined as using a language daily other than English in the performance of the employees' assigned duties. Proof of frequency can be certified by the employee's immediate supervisor. If a disagreement arises than the employee may document contacts to provide proof to the supervisor.

SECTION 8. OUT-OF-CLASSIFICATION PAY

Prior Approval must be obtained from the Department Head or Division Manager in the event an employee is assigned the majority of job duties of a higher classification. The employee shall be paid a flat rate of five percent (5%) above their current salary step which shall become effective on the first day of assigned duties in the higher classification, if the assignment is worked for a minimum of one (1) full day.

SECTION 9. PAYDAYS

The City shall pay all employees on the fifth (5) and twentieth (20th) of each month. Should the regular payday occur on a Saturday or Sunday, payment shall be made on the preceding Friday. Should a holiday occur on the regularly scheduled payday, checks shall be issued on the day preceding the holiday.

SECTION 10. HOURS OF WORK

10.1 Hours of Work

Full-time employees may be assigned to one of the following, normal work schedules (work hours based on the following schedules shall be prorated at 80% of the normal work hours for .80 FTE's):

- a) The standard workday for full-time employees represented by Local One shall be defined as seven and one-half (7-1/2) hours per day and the workweek shall be defined as thirty-seven and one-half (37-1/2) hours per week, which shall be assigned on five (5) consecutive days, except as otherwise designated for employees on an alternate work schedule.
- b) Employees assigned to a 9/75 work schedule shall work a two-workweek schedule of nine (9) 8.33-hour workdays, and one day off.

- c) Employees assigned to an 8/75 work schedule shall work four (4), nine and one-half (9.5) hour workdays, Monday through Thursday. Employees will take an additional half-hour for their lunch period on one day per week to result in an average of 9.375 hours per workday, and thirty-seven and one-half (37.5) hours per workweek. Employees will have every Friday as a day off. The additional 7.5 minutes of work each day shall not be treated as overtime for FLSA Non-Exempt members subject to overtime.

Assignment of an alternate work schedule shall only be made on a voluntary basis or after meeting and conferring, and in no case shall any Unit employee be assigned to a workweek on non-consecutive days. If an employee voluntarily accepts a workweek consisting of five (5) consecutive days which include a Saturday or Sunday, s/he shall be given written instructions prior to the change in schedule regarding procedures for reporting his/her unscheduled absences and for reporting and responding to City emergencies on these days.

City Hall will be open continuously to the public from 7:30 A.M. to 6:00 P.M. including lunch hours. Public Works Maintenance Division employees' hours of work are from 7:00 AM to 3:50 PM.

10.2 Work Week

The workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated for employees on an alternate work schedule.

For employees assigned to a 9/75 work schedule, the workweek shall begin exactly 4.165 hours into the employee's 8.33-hour shift on the day of the week which corresponds to the employee's alternating regular day off.

10.3 Work Schedule Changes

Actual work schedule may be adjusted to the benefit of public service and contingent upon City Manager approval.

The City has the right to create new positions within classifications, which may vary in hours and or days as established in this section.

In no case shall this provision be used to change the working hours of existing budgeted positions or used supersede to the City's obligation to meet and confer concerning changes

to established position's working days and hours.

Changes in the hours of work for any employee or group of employees shall only be made by mutual agreement of the supervisor and the employee(s) or after meeting and conferring.

10.4 Flexible Work Schedule

If the Department Head agrees and the City Manager approves, employees may be granted flexible schedules for child care, commute or other personal considerations. Employee requests received will be considered on a case-by-case basis. Flexible work schedules shall not result in overtime. If mutually agreeable, employees who receive an unpaid sixty (60) minute lunch period may be permitted to reduce their lunch period to thirty (30) minutes and use the saved one-half (1/2) hour at either the beginning or end of their workday, or at such other time during the workday as the employee may request and the Department Head and the City Manager may approve.

SECTION 11. LUNCH AND BREAK PERIODS

Employees in the Corporation Yard shall receive an unpaid, duty free thirty (30) minute lunch period. All other employees shall receive an unpaid, duty free sixty (60) minute lunch period. Lunch period is generally between 12:00 noon and 1:00 p.m. All employees shall receive a fifteen (15) minute work break each morning and each afternoon at a time mutually agreeable to the employee and to the supervisor; provided, however, that such fifteen (15) minutes includes all time away from the work station; and providing that they may not leave their general work locations (defined as City Offices for inside employees and Work Locations for outside employees). Work break periods may not be used to come to work late, leave work early, nor may they be accumulated for future time off.

SECTION 12. OVERTIME AND CALLBACK

Overtime work shall be offered within all departments on a seniority rotational basis; each department will establish and maintain an overtime volunteer list for this purpose. If after said list for a department is exhausted and no volunteer has been identified for the particular project requiring overtime, the City may require overtime worked by employees either already engaged in the project or those whose skills may be required.

Overtime shall be defined as all time worked in excess of an employee's regular work day. The rate of pay for overtime worked shall be one and one-half times the employee's regular hourly rate.

Employees called back to work after working a full day or part of a day after at least thirty

(30) minutes has elapsed since the end of their prior shift shall be paid a minimum of four (4) hours overtime rate. Overtime worked on Saturdays, Sundays, holidays or any non-workday shall be paid at the overtime rate, with a guarantee of four (4) hours.

In accordance with the revised Fair Labor Standards Act, employees may elect to take compensatory time off at the rate of one and one-half times the amount of overtime worked in lieu of payment for overtime, up to a maximum of two hundred forty (240) hours in one fiscal year. The employee shall be allowed to use compensatory time off upon reasonable request and if it does not unduly disrupt the operations of the Department. A reasonable request is one received at least fourteen (14) calendar days in advance of the requested time off. Compensatory time off not taken within three (3) months from the date earned will be scheduled as time off. The City will consider the employee's input as to the scheduling of the time off. Under no circumstances can an employee be forced to take compensatory time off in lieu of pay.

SECTION 13. HEALTH BENEFITS/FLEXIBLE SPENDING ACCOUNT

13.1 Medical, Dental Insurance, and Flexible Spending Account Contributions

a) Medical Insurance

The City is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. Upon the City's adoption of the amendment to the City's contract with CalPERS for PEMHCA participation, the maximum City contribution per month for medical insurance for active employees and qualifying annuitants shall be the minimum employer contribution as determined by CalPERS. For 2014, the minimum, monthly employer contribution is \$119.

b) Flexible Benefit Plan

The City maintains a Flexible Benefit Plan that constitutes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums, actual dental plan premiums, vision care contributions on a pre-tax basis.

c) The City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, up to:

- the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;

- minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Section 13.1(a) above);
- minus one hundred and fifty dollar (\$150) to be paid by the employee if enrolled in a Kaiser plan, or minus twenty percent (20%) of the group health insurance premium to be paid by the employee if enrolled in a non-Kaiser plan.

On behalf of each eligible .80 FTE employee enrolled in City-provided Kaiser health insurance, the City will contribute up to:

- eighty percent (80%) of the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Section 13.1(a) above);
- minus one hundred and fifty dollar (\$150) to be paid by the employee; however, .80 FTE employees' contribution to Kaiser health insurance shall be capped as follows:

Employee only: \$200
 Employee plus one: \$250
 Employee plus family: \$300

The City may adjust the above amounts in an employee's favor to comply with the requirements of the Affordable Care Act.

On behalf of each eligible .80 FTE employee enrolled in City-provided non-Kaiser health insurance, the City will contribute up to:

- eighty percent (80%) of the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Section 13.1(a) above);
- minus an additional twenty percent (20%) of the group health insurance premium to be paid by the employee, with no cap on the employee's contribution.

d) In Lieu or Dual Medical Coverage

In the event an eligible employee elects to waive participation in City-provided health insurance due to coverage in a group health plan from another source (e.g. spouse, parent, etc.), the employee shall receive the appropriate in-lieu amount which shall be prorated for employees scheduled to work 80% FTE:

\$500.00 – Family coverage or two-party coverage

\$350.00 – Single party coverage

The employee may receive the in-lieu amount in cash (taxable) or they may elect to contribute the in-lieu amount (not taxable) towards the 457 ICMA Deferred Compensation Plan as a supplemental retirement benefit.

To elect this option, the employee shall demonstrate that he or she is adequately covered at the applicable level of coverage by another source of group health insurance. If an employee loses secondary coverage, he or she shall be covered by the City health plan as soon as possible, in accordance with CalPERS regulations and this MOU.

e) Dental Plan

For employees enrolled in the City-provided dental insurance plan, the City will contribute through the Flexible Benefit Plan the full premium for dental insurance coverage (which includes a 50/50 orthodontia plan for children only with \$3,000 maximum) for the employee and eligible dependent family members.

f) Reimbursable Expenses and Flexible Spending Account

The City provides a Flexible Spending Account (FSA), which allows employees to contribute a portion of their regular earnings to pay for qualified dependent care and medical expenses before earnings are subject to payroll taxes, in accordance with IRS regulations.

The City will contribute to the Flexible Spending Account the amounts listed below based on the assumption that the following arrangement falls within the IRS guidelines:

\$225.00 for 7/1/14 through 12/31/14 (\$180.00 for .80 FTE)

\$450.00 for 1/1/15 through 12/31/15 (\$360.00 for .80 FTE)

\$450.00 for 1/1/16 through 12/31/16 (\$360.00 for .80 FTE)

\$225.00 for 1/1/17 through 06/30/17 (\$180.00 for .80 FTE)

New employees shall receive a prorated Flexible Spending Account contribution based on hire date or promotion date as follows (the numbers shown in bold apply to .80 FTE's):

Hire Date	7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30
FY 14/15	225.00/ \$180.00	112.50/ \$90.00	450/ \$360.00	337.50/ \$270.00
FY 15/16	225.00/ \$180.00	112.50/ \$90.00	450/ \$360.00	337.50/ \$270.00
FY 16/17	225.00/ \$180.00	112.50/ \$90.00	225/ \$180.00	112.50/ \$90.00

Effective July 1, 2012, employees who work on a reduced work schedule shall be required to pay the prorated portion of the medical premium (see Section 13.1(c) above). In-lieu medical and vision care and other reimbursable expenses, including this Flexible Spending Account contribution, will also be prorated.

In accordance with IRS regulations, any unused amounts contributed to the FSA shall not be reimbursed to the employee should employee fail to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of a plan year in a health FSA may be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

13.2 Employee Assistance Program

The City provides access to an Employee Assistance Program for use by the employee and eligible dependent(s).

13.3 Medical Coverage for Qualified Annuitants

Employees, who retire under service retirement as regulated by the Public Employees' Retirement System, will receive medical coverage as specified by Resolution No. 89-06, as amended.

During the term of the MOU, the parties agree to meet and confer over retiree health benefits at the request of the City.

SECTION 14. PRORATION

Any classification authorized to work at a reduced schedule (at least thirty (30) hours per week or eighty percent (80%) of the normal work schedule) shall receive prorated benefits, including vacation, sick leave, other leave, medical, dental and vision premiums, in-lieu

payout and other reimbursable expense amounts. The reduced work schedule shall be authorized by the City Manager or designee.

SECTION 15. DISABILITY INSURANCE

The City shall pay the premium for a long-term disability insurance policy covering up to 66.7% of monthly salary after a thirty (30) day qualifying period.

SECTION 16. LIFE INSURANCE

The City shall pay premiums on a sixty thousand dollar (\$60,000) life insurance policy for all Local One members. A voluntary term life policy shall be made available to dependents of the employee, as mandated by the existing Life Insurance Program, at the total expense of the employee.

SECTION 17. RETIREMENT

17.1 Pensions

(a) Tier One Pension:

1. Formula: The City shall provide the full formula of two and one half percent (2.5%) at age 55 calculated on the single highest year for local miscellaneous members considered "classic" members of CalPERS.
2. Member Contribution: Employees in Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
3. Employee Cost Sharing: Employees in Tier One pension are required to pay two and three-tenths percent (2.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits).

(b) Tier Two Pension: Formula: F

1. Formula: For eligible employees who are "new members" as defined by Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, calculated on the average of the three highest, consecutive years, in accordance with Government Code Section 7522.32.
2. Member Contribution: Non-safety employees in Tier Two Pension shall pay

member contributions to the Public Employees' Retirement System in the amount required by the Public Employee Pension Reform Act (PEPRA), which amount is at least one-half of the total normal costs within the meaning of PEPRA.

- (c) Survivor Benefits: The City shall provide the Third Level of 1959 Survivor's Benefit for Non-Safety Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

17.2 Health Reimbursement Account for Retirees:

During the term of the MOU, both parties agree to meet and confer in order to determine other options addressing the provisions of the Monthly Supplemental Allowance for Retirees. The City and Local One will explore a Retiree Health Reimbursement Account (HRA) plan compliant with IRS rules and regulations.

In addition to payment of the minimum monthly employer contribution as determined by CalPERS, established at \$119 per month as of 2014, to qualified annuitants as set forth in Section 13.1(a), the City will provide a monthly supplemental allowance to a Health Reimbursement Account (HRA) to qualifying employees hired before July 1, 2014 and who retire under service retirement from the City as regulated by the Public Employees Retirement System. The City's contribution of a monthly allowance to the HRA is based upon an employee's number of years of service and retirement from the City, as follows:

17.3 Retiree Health

- a) Retirees Who Are Qualified Annuitants As Defined by CalPERS:

On behalf of a retiree who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, two-party health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's Health Reimbursement Account in the amount of two hundred and twenty dollars (\$220) minus the minimum employer contribution required by PEMHCA (\$119). For 2014, this amount equals one-hundred one dollars (\$101) per month.

On behalf of a retiree who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, family health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's Health Reimbursement Account in the amount of two hundred and eighty-five dollars

(\$285) minus the minimum employer contribution required by PEMHCA (\$119). For 2014, this amount equals one hundred sixty-six dollars (\$166) per month.

In addition, the City shall pay the following to qualified annuitants:

- b) Retirees With Fifteen (15) or More Years of City Service Immediately Prior to Retirement:

On behalf of a qualifying retiree who completes fifteen (15) or more consecutive years of service with the City of San Pablo and retires directly (within one hundred twenty (120) days) following separation from City service, the City shall contribute a monthly supplemental allowance to the retiree's HRA in the amount of one hundred and thirty-five dollars (\$135), from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five, receives health insurance coverage from another source, or dies, whichever comes first.

- c) Retirees With Twenty-Five (25) or More Years of City Service Immediately Prior to Retirement:

On behalf of a qualifying retiree who completes twenty-five (25) or more consecutive years of service with the City of San Pablo and retires directly (within one hundred twenty (120) days) following separation from City service, and who enrolls in employee plus one or employee plus family City health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's HRA in the amount of four hundred eighty dollars (\$480) minus the PEMHCA minimum employer contribution to CalPERS, from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five, receives health insurance coverage from another source, or dies, whichever comes first. This payment is in lieu of the \$135 payment described in subsection (b) above.

In the event that the retired employee with twenty-five (25) or more consecutive years of service prior to retirement from the City enrolls in one-party City health insurance coverage, the account shall be reduced to the amount provided for retirees with fifteen (15) consecutive years of service prior to retirement from the City; the allowance shall be reduced to \$135. It shall be the responsibility of the retiree to notify the City for any marital or dependent status change (e.g. death of a spouse, divorce, legal separation, etc.) The City reserves the right to collect the

amount over and above the \$135 issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital or dependent status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court, or any legal or administrative remedy.

The City shall pay the Monthly Supplemental Allowance based on fifteen (15) and twenty-five (25) years of service (described in subsection (b) and (c)) to the HRA for the retiree until any of the following conditions occur:

- 1) retiree receives medical coverage from another source (e.g. other employment, spouse), or
- 2) retiree is eligible for participation in the Medicare Program, or
- 3) retiree reaches the age of sixty-five, or
- 4) retiree dies.

The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree and/or spouse or registered domestic partner on a form provided by CALPERS once each year, that confirms the retiree's and/or spouse or registered domestic partner is not enrolled in medical or health insurance coverage or in-lieu payments from another source during that same time period.

Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (1-4) occur.

The Monthly Supplemental Allowance is subject to applicable Federal and State Income Tax regulations.

SECTION 18. VACATION LEAVE

18.1 Accrual

All regular full-time employees shall earn Vacation Leave with pay on a monthly basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u>	<u>Number of Vacation Hours per Year</u>
1 day – 3 years	3.125	75
3 years and 1 day - 10 years	4.687	112.50
10 years and 1 day – 15 years	6.25	150
15 years and 1 day – 16 years	6.562	157.5
16 years and 1 day – 17 years	6.875	165
17 years and 1 day – 18 years	7.187	172.5
18 years and 1 day – 19 years	7.5	180
19 years and 1 day – 20 years	7.812	187.5
20 years and 1 day – 21 years	8.125	195
21 years and 1 day – 22 years	8.437	202.50
22 years and 1 day – 23 years	8.75	210
23 years and 1 day – 24 years	9.062	217.5
24 years and 1 day +	9.375	225

Employees who are authorized to work on a reduced work schedule shall accrue vacation leave in the amount proportionate to the ratio of scheduled work hours of the standard workweek. While vacation time accrues from the first full calendar month of full-time employment, employees shall be required to have served the equivalent of six (6) months of continuous service in the City in order to be eligible for annual vacation leave; provided, however, if a regular employee separates from employment with the City before completion of six (6) months of service, the employee or his/her estate will receive pay for earned vacation leave. The Division Manager or Department Head may grant an exception to the minimum six months of service required for vacation eligibility.

Employees shall be permitted to accrue (carry over) up to a maximum of two (2) years vacation days. Thereafter, employees who reach the maximum two (2) years vacation accrual and maintain said two (2) year accrual shall no longer accrue vacation until accrual is below the maximum balance of two (2) years.

18.2 Use of Vacation

Each Department shall post a vacation sign-up sheet by February 1st of each year, and employees shall indicate thereon their desired vacation periods in increments of not less than one (1) workweek. The vacation sign-up sheet shall cover the period March 1st through February 28th. The Department Head shall remove the posted sign-up sheet on the last day of February. The Department Head shall determine the number of employees, if any, who may be on vacation at any particular time, with due regard for the wishes of the employee(s) and particular regard for the needs of the service. The Department Head will

post a list of approved vacations by March 31st. Conflicts in desired vacation periods for which an employee has indicated on the sign-up sheet, which can be approved by the Department Head, shall be resolved in favor of the more senior employee. Employees wishing to utilize accrued vacation in increments of less than one (1) work week, or in increments not indicated on the vacation sign-up sheet, must request such leave at least one (1) calendar week in advance of the time desired, except the Department Head may grant vacation leave on shorter notice at the Department Head's option and if the employee requests it; such vacation leave is granted on a first-come, first-served basis. The Department Head will approve or deny such vacation requests as soon as possible; provided, however, that if an employee requests vacation sixty (60) or more days in advance, the Department Head will approve or deny the request within fourteen (14) days. Except in the event of a bona-fide emergency, vacation approval will not be rescinded.

Should the City deny a requested vacation leave and such denial will result in the employee reaching the maximum two years accrual, the City will cash out the denied amount of vacation.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation shall be extended accordingly.

Employees desiring vacation leave must request such leave at least one (1) calendar week in advance of the time desired, except that department heads may grant vacation leave on shorter notice at their option and if the employee requests it.

An employee who becomes ill or injured during his/her vacation may request that the time be deducted from his/her earned sick leave and the vacation period be re-scheduled at a later date, or be extended.

SECTION 19. SICK LEAVE

19.1 Accrual

Sick leave with pay shall be accrued at the rate of seven and one-half (7.5) hours per each calendar month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability.

Unused sick leave shall be accumulated at rate of ninety (90) hours a year, without limit.

19.2 Usage

Each regular, full-time employee shall be allowed to use accrued sick leave with pay for the following reasons:

- (a) Absence from duty due to exposure to a contagious disease where a doctor requires quarantine;
- (b) Absence due to pregnancy disability, childbirth, or a medical condition related to pregnancy;
- (c) Absence from duty due to employee illness or other physical disability; in which case the employee shall notify his/her supervisor as close as possible to the beginning of the work day;
- (d) Absence to care for a parent, spouse, child, or registered domestic partner with a serious health condition and would be permitted as sick leave under the City's sick leave policy; or
- (e) Up to six (6) days of accrued Sick Leave in a calendar year may be used to attend to the illness of the employee's immediate family, when the employee will personally assist and be a comfort to said family member. Immediate family shall be limited to the employee's spouse, registered domestic partner, child, stepchild, father, mother, sister, brother, father-in-law, mother-in-law, grandparent, and grandchild, except as provided by the Family Care Leave/Pregnancy Leave.

An employee may use up to twenty-two and one-half (22.5) hours per fiscal year for personal reasons.

The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan will not give any employee the right to be retained in the service of the City or any right of claim to sickness disability benefits after separation from the services of the City. When an employee receives compensation under the Workers' Compensation Act of California, such compensation received shall be considered part of the salary to be paid to an employee under the provisions of this Section. The amount paid by the City shall be the difference between the amount received from the Workers' Compensation Carrier and the employee's regular rate of pay. Any employee absent or expecting to be absent because of sickness or other physical disability, personal or family, shall notify his/her supervisor prior to the beginning of the workday or as soon

thereafter as possible, but in any event during the first day of such absence.

Sick leave is provided as a form of insurance to protect the employee during times of illness or injury. It is not intended as a form of leave with pay to be used for personal or recreational purposes.

In the event an employee is on sick leave for three days or longer, or in the event of family medical leave, excessive use of sick leave, or sick leave abuse, a supervisor may require a written physician's statement confirming that the employee's illness or disability prevents him or her from attending work, and the anticipated duration of absence. The City may require that an employee undergo a medical examination by a physician chosen by the City to determine an employee's fitness for work after an absence from work due to a non-job related injury or illness. In the case of absence due to a contagious disease, the employee will be required to present a medical release before s/he may return to work.

Upon depletion of accumulated sick leave an employee may request leave of absence without any pay for a period not to exceed ninety (90) calendar days, subject to the approval of the City Manager. If the employee is unable to return to work at the end of this period, s/he may request further unpaid leave, which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return to work every thirty (30) days.

If further leave is not requested, nor granted after a request, the employee's service with the City shall be subject to discipline up to and including dismissal.

No sick leave shall be allowed for time off for an injury incurred while working for another employer.

Time off for illness shall be charged to sick leave and not to vacation or overtime, unless and until all available sick leave has been exhausted.

SECTION 20. HOLIDAYS

The following guaranteed holidays shall be observed by the City:

January 1st - New Year's Day

Third Monday in January - Martin Luther King's Birthday

3rd Monday in February - President's Day

Last Monday in May - Memorial Day

July 4th – Independence Day

- 1st Monday in September - Labor Day
- 2nd Monday in October - Columbus Day
- November 11th - Veteran's Day
- 4th Thursday in November - Thanksgiving Day
- Day after Thanksgiving Day
- December 25th - Christmas Day
- The workday prior to Christmas Day
- The workday prior to New Year's Day

The value of each holiday shall be seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8/75 work schedule. This is prorated for .80 FTE employees consistent with his/her regularly assigned work schedule. Should an observed holiday fall on a Friday, City offices will be closed on a Thursday.

City offices are closed for business during the Christmas week. During the closure, employees will be required to use their vacation leave and other leave balances except sick leave. An employee may use their sick leave balances only in accordance with Section 19.2.

In honor of Cesar Chavez, one Floating Holiday of seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to a 8/75 work schedule 8.33 hours shall be credited on July 1st.

New employees shall be credited a prorated amount of Floating Holiday hours based on hire date as follows:

<u>HIRE DATE</u>	<u>HOURS CREDITED</u>		
	<u>10/75</u>	<u>9/75</u>	<u>8/75</u>
July 1 through Sept 30	7.5/6	8.33/ 6.664	9.375/7.5
Oct 1 through Dec 31	4.95/ 3.96	5.55/ 4.44	6.24/ 4.992
Jan 1 through Mar 31	2.5/2	2.78/ 2.224	3.12/ 2.496
April 1 through June 30	0	0	0

Employees who are authorized to work on a reduced work schedule (.80 FTE) receive a prorated floating holiday, credited to accumulated vacation time, on July 1st as shown in bold above.

SECTION 21. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren including parents, brothers, sisters, grandparents, mother/father in law, brother/sister in-law, and grandchildren); bereavement leave shall be granted with pay for a period not to exceed one full workweek (as per employees regular work schedule). The employee shall inform the City of the name and relationship of the person who died.

SECTION 22. LEAVES OF ABSENCE

22.1 Holidays

The value of each holiday shall be seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8/75 work schedule.

If a holiday falls on a schedule 10th day off for Public Works Maintenance Division employees and a Friday off for other members of Local One, the employee may take either the day before or the next scheduled work day, so long as it falls within the same pay period, and subject to Department Head or Division Manager's approval. If an employee is scheduled to work on a City-planned event or to attend a work-related activity or training on a scheduled 10th day off or Friday off as designated above, the day off may be taken on a different day other than that day, so long as leave is taken within the same pay period and upon the Department Head or Division Manager's approval. Fridays off cannot be accumulated to have several consecutive days off at one time. If a holiday falls on a Friday off, City offices will be closed on a Thursday.

22.2 Vacation, Floating Holiday, Sick Days

Each vacation day, floating holiday, or sick day is to be recorded on the time sheets as 7.5 (employees assigned to a 5-day workweek schedule), 8.33 (employees assigned to a 9/75 schedule) and 9.375 hours (employees assigned to an 8/75 schedule). An employee will continue to accrue vacation day at their current rate based upon their years of service to the city. An employee will continue to accrue sick days at 7.5 hours per month. A floating holiday will accrue consistent with the employees regular work schedule. See Section 20.

22.3 Public Works Maintenance Division Employees

If an employee assigned to a 9/75 work schedule takes a one-week vacation during the week he/she is scheduled to work 5 consecutive days, his/her vacation hours will be recorded as 5 days at 8.33 per day or 41.66 hours.

If an employee assigned to a 9/75 work schedule takes a one-week vacation during the

week he/she is scheduled to work 4 consecutive days, his/her vacation hours will be recorded as 4 days at 8.33 per day or 33.34 hours.

For long term illnesses, the use of sick days is recorded as summarized under vacation days above.

SECTION 23. FAMILY CARE AND PREGNANCY LEAVE

The City will adhere to the provisions of the Family Medical Leave Act of 1993 (FMLA); California Family Rights Act (CFRA); and California Disability Leave (PDL).

SECTION 24. SAFETY PROGRAM, BOOTS AND UNIFORMS

24.1 Safety

The City shall be responsible for safety conditions and shall conform to and comply with all health, safety and sanitation requirements of State and Federal Law.

The City agrees to the formation of a Safety Committee which will be called the "Safety Committee." The committee will consist of management appointees or their designees and two (2) members from the bargaining unit and a representative from Local One. The committee will meet quarterly for the purpose of discussing all issues regarding safety.

24.2 Uniforms and Safety Boots

The City shall furnish required safety equipment and employees must cooperate in maintaining equipment in good condition and observing all required safety precautions.

The City shall furnish to Maintenance Workers I, II, III, Senior Maintenance Workers and Building Inspectors the following items:

- two (2) pairs of safety boots and two pairs of insoles costing up to a maximum of \$500 for both pairs of shoes and insoles,
- one (1) jacket,
- one (1) vest,
- one (1) belt,
- one (1) set of rain gear, and
- four (4) sets of uniforms for Public Works employees.

The Senior Public Works Inspector shall receive:

- one (1) set of rain gear,
- one (1) jacket, and

- one (1) pair of safety boots and one pair of insoles costing up to a maximum of two-hundred fifty dollars (\$250).

The Paratransit Driver shall receive:

- three (3) shirts
- one (1) safety vest, and
- one (1) jacket

Maintenance of the uniforms shall be the responsibility of each individual employee.

The City agrees to provide all maintenance personnel with disposable coveralls.

The City agrees to provide all maintenance personnel with a shower facility.

SECTION 25. EDUCATIONAL INCENTIVE PROGRAM

25.1 Purpose

To set guidelines for the administration of the City's Employee Training and Career Education Program, applicable to employees represented by the Union.

25.2 General Policy

An employee may, on his or her own initiative, spend time at an independent school or college after work hours for the purpose of furthering his or her education. To the extent such educational courses entered into are beneficial to City job-enhancement, and any Degree or Certificate is subject to City Manager approval, the employee may be eligible for tuition reimbursement as described below. The employee must have successfully completed their probation, to be eligible in this program.

The course or degree shall be conducted by a school accredited by the nationally recognized accrediting agencies published by the Secretary of Education (U.S. Department of Education www.ed.gov).

Conditional to the above, the City will, while an employee attends school, pay tuition, special fees, books, and supplies with a limit of five thousand two hundred fifty (\$5,250) dollars per calendar year, the maximum tax free education reimbursement amount allowed by IRS Section 127.

The employee must receive a final letter grade of "B" or better, with grade documentation provided to the City by employee within sixty (60) days of the semester (quarter) end, in

order to receive reimbursement. Such reimbursement shall not be made until, and shall be conditioned on the employee's satisfactory completion of the coursework. The employee must submit final grades and approved paperwork by December 10th in order to receive reimbursement by December 31st.

The tuition reimbursement benefit shall terminate at such time as the employee is no longer actively performing service for the City of San Pablo, even where the employee has completed partial or full coursework during the period of City employment.

SECTION 26. BENEFITS UPON TERMINATION

Upon termination from employment, employees shall be paid for unused, accrued vacation. Accrual of salary and benefits paid to an employee shall cease upon termination of employment, excepting that if an employee is placed on lay-off, he/she shall receive an amount equal to three (3) months of his/her regular salary, as Severance Pay, on the last day of actual work and three (3) months of the City's contribution towards health and dental insurance.

SECTION 27. PERSONNEL FILES

27.1 Access to Files

All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the City when actually necessary in the proper administration of the City's affairs or the supervision of the employee when deemed necessary by the Personnel Administrator. The employee shall have the right to inspect materials upon request. Employee shall receive notice and a copy of any derogatory material placed in his/her file within five (5) days of receipt of such material by the appropriate Division Manager or Department Head. The employee may then review and submit comments regarding the derogatory material in his/her file but must do so within fifteen (15) workdays of receipt of his/her copy. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.

27.2 Maintenance of Files

The personnel file of each employee shall be maintained at the City's Personnel Division Office.

27.3 Examination of Files

An employee or his/her Local One representative (who has obtained written permission from the employee whose file is to be reviewed) shall have the right at any reasonable time

to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.

In no case shall unsubstantiated derogatory material be placed in the Personnel file.

SECTION 28. PERFORMANCE EVALUATION

28.1 Notice

The Personnel Officer shall notify departments once a year of the evaluation schedule. Such evaluation schedule shall also be updated whenever a new full time employee is hired. Departments wishing to reduce the "crash" approach of a single review time for all permanent employees may submit for approval an approved schedule for spreading the load. This may be done by reviewing half of the employees every six (6) months. A merit increase shall be retroactive if evaluation is prepared after the anniversary date contingent upon the evaluation being satisfactory.

Should management fail to conduct an evaluation within three (3) months of an employee's anniversary, any step increase due shall be automatic and retroactive to the employee's anniversary date.

SECTION 29. DRESS CODE

Employees should wear business attire that is neat, clean, in good repair, and is appropriate to the work setting and the employee's function with the City.

Specifically prohibited are: ripped, torn or faded clothing; clothing designed specifically for sporting activities (such as sweats, shorts, swimsuits, tennis outfits, running or tennis shoes, et.); sleepwear (such as pajama bottoms); clothing more appropriate for evening or leisure wear (such as miniskirts, low-cut, tank or halter tops, backless dresses, sheer clothing, etc.); and flip-flops. Only field personnel may wear running or tennis shoes.

Any problems a department head may have with an employee's attire shall be discussed informally with the employee, it being the intent of the City that employees performing similar work should be attired in a similar fashion. Continued and repeated problems may result in discipline appropriate to the situation.

Any disagreement an employee may have regarding a supervisor's comment concerning the employee's attire maybe brought to the attention of the Personnel Division for resolution.

SECTION 30. NO DISCRIMINATION

Local One and the City agree that there shall be no discrimination of any kind by them against any employee on account of race, color, religion, age, sex or national origin. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against employees covered by this Agreement because of the exercise of rights to engage in or not engage in Union activity. Grievances alleging discrimination on account of Union activity shall be initiated at the Department Head level.

SECTION 31. DISTRIBUTION OF MEMORANDUM

The City agrees to duplicate and distribute this Memorandum of Understanding to Local One members covered by this Agreement.

SECTION 32. PEACEFUL PERFORMANCE CLAUSE

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees and Local One agrees that it will not engage in, encourage or approve any strike, slow-down or other work stoppage. Local One will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Memorandum of Understanding, recognizing with City that all matters of controversy within the scope of this Memorandum of Understanding shall be settled by established Grievance Procedures.

If there is a strike, slow-down or work stoppage the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies as are available under the law.

It is expressly understood that the Peaceful Performance Clause shall remain in effect until the end of the contract period or until negotiations are re-opened and through the meet and confer process, until legally mandated impasse procedures are concluded.

SECTION 33. TERM OF AGREEMENT

This Agreement shall remain in full effect from July 1, 2014 to June 30, 2017.

SECTION 34. SIGNATURES

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 7th day of July, 2014.

The following document contains the Agreement between the City of San Pablo (hereinafter called "City") and Public Employees' Union, Local One (hereinafter called "Union") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the City and the Union.

Upon ratification and approval, this Agreement will amend the MOU between the parties dated July 1, 2011 – June 30, 2014.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the parties. Language in the MOU between the parties not amended by this Agreement will remain unchanged. The parties agree that any and all Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

FOR THE CITY

FOR THE UNION



Matt Rodriguez, City Manager



Jeff Apkarian, Business Agent

Date: _____

Date: 8/18/14



Tina Gallegos, Assistant to the City Manager



Michael Lichtle

Date: 8/11/14

Date: 8/13/2014



Kelly Sessions, Finance Manager



Daniel Gomez

Date: 8/12/14

Date: 8-13-14

