

**Memorandum of Understanding
Between the City of Pittsburg and the
American Federation of State, County, and Municipal Employees (AFSCME),
Local 512, AFL-CIO Miscellaneous A Unit**

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**Memorandum of Understanding
Between the City of Pittsburg and the
American Federation of State, County, and Municipal Employees (AFSCME),
Local 512, AFL-CIO Miscellaneous A Unit**

Preamble

Representatives of the American Federation of State, County, and Municipal Employees (AFSCME) Miscellaneous A Unit and the City of Pittsburg have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the City of Pittsburg ("City"), its employees, and the American Federation of State, County, and Municipal Employees Miscellaneous A Unit ("AFSCME") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City Municipal Code, the City Personnel Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Personnel Rules and Regulations or any other city ordinance, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding shall be presented to the City Council of the City of Pittsburg as the joint recommendation of the undersigned parties for the term set forth hereinafter.

1. Union Recognition

The City recognizes the Union as the exclusively recognized employee organization of the Miscellaneous A bargaining unit in accordance with California Government Code Section 3500 et seq. and the Pittsburg Municipal Code Chapter 2.53 for those classifications which are listed in Appendix A.

2. Term

This Memorandum of Understanding shall be in effect July 1, 2022, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2025 and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, 2025 or February 15 of any subsequent year either party has delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

3. Union Security

3.1 Union Membership

Consistent with California Government Code Section 3500 et. seq. and the provisions of the City's Employer-Employee Organization Relations Ordinance, employees shall have the right to form, join and participate in the activities of a recognized employee organization, free from interference and discrimination, for the purpose of representation on all matters of employer-employee relations.

Employees covered by this Memorandum of Understanding may, at their own choosing, be members of AFSCME. Employees covered by this Memorandum of Understanding shall not, as a condition of employment, be required to be members of the Miscellaneous A Unit.

AFSCME shall be entitled to have regular dues and other authorized deductions of its members deducted from their paychecks in accordance with the procedures set forth herein.

3.2 Dues Deduction

The City shall, in all appropriate cases, implement a voluntary deduction from pay for all employees within the bargaining unit for AFSCME dues.

If after an employee's involuntary and insurance premium deductions are made in any pay period, including medical insurance, dental insurance, Social Security, Medicare, tax withholding, garnishment, judgment or governmental level, and the balance is not sufficient to pay the deduction of AFSCME dues, then no such deduction shall be made for that current pay period.

Employee shall be entitled to have dues deducted by filling out and signing the dues deduction form and submitting it directly to AFSCME. Any employee signing said authorization form shall have the ability to revoke the authorization at any time. Revocation shall be by a written signed statement from the employee and submitted directly to AFSCME. AFSCME shall notify the City of all elected and revoked dues deductions in a timely manner.

3.3 Hold Harmless

AFSCME shall indemnify, defend, and save the City of Pittsburg, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Section, or action taken or not taken by the City under this Section, and shall promptly reimburse the City for legal fees and costs incurred by the City in responding to or defending against any claims, disputes or challenges. This includes, but is not limited to, the City's attorney fees and all costs and preparation time, to and including the reserved right of the City to select counsel of its own choice.

3.4 Bulletin Boards and Meeting Rooms

AFSCME shall be permitted to post notices of official AFSCME business on existing bulletin boards. All materials posted on bulletin boards must be dated and must identify AFSCME as the publisher.

AFSCME may, with prior approval of the City, be permitted to use City meeting rooms during non-work hours for meetings with represented employees, provided such space is available. The use of City equipment other than items normally used in the conduct of business meetings (such as desks, chairs, blackboards, etc.) is strictly prohibited.

3.5 Release Time

The City agrees to provide an adequate and reasonable amount of release time for designated officers and representatives of AFSCME to conduct, with the City Manager's or his/her designee's approval, AFSCME business and to engage in meet and confer sessions with official representatives of the City.

3.6 Optional Union Dues Deduction

Throughout the course of each year, an employee may voluntarily elect to enroll or stop enrollment in an AFSCME voluntarily program called PEOPLE (Public Employees Organized to Promote Legislative Equality) and the City agrees to deduct such PEOPLE deductions from the employee's after-tax earnings, provided the employee so requests such a payroll deduction.

3.7. Release Time for Training

Upon adoption of this Memorandum of Understanding by City Council, the City shall provide the Union a maximum of one hundred (100) total hours per fiscal year of release time for Union designated stewards or officers to attend Union-sponsored training programs.

Requests for release time shall be provided in writing to the City Human Resources Department at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved, within one (1) week of receipt.

3.8 New Employee Orientation

- A. The City Agrees that each newly hired employee, or employee who is new to the Local 512 bargaining unit shall participate in an on-boarding during regular working hours without loss in compensation.
- B. The City will provide written notice of new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Union, at least ten (10) days prior to the event. In the event that the City provides less than ten (10) calendar days' notice or no notice and/or the Union is unable to attend the orientation, the Union will be provided with the opportunity to meet with new employees entering the

Local 512 bargaining unit within seven (7) working days of the orientation for up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site without loss in compensation. The make-up session is mandatory for the employee and shall be arranged in coordination with the Department and conducted by the Union. The name and worksite location of the employees will be submitted to the Union for follow-up within two (2) working days of the missed new employee orientation.

- C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Also, the full name, classification, and department of all new employees shall be provided. New employee orientations may be done virtually if the Union requests. If done virtually the full name, classification, department, personal cell phone number, personal email addresses, and work email if available will be provided to the Union for each employee. If done virtually the department will provide a fully functional computer, webcam, and web microphone to each employee for this meeting.
- D. Representatives of the Union shall be permitted to make a presentation of thirty (30) minutes (the department has the discretion to allow additional time if available), and present written materials, during the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.
- E. Upon approval of the department and when available, the Union shall have the right to use the City's facilities and audio-visual equipment to conduct new employee orientation sessions and make-up orientation meeting with newly hired employees in the bargaining unit.
- F. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least forty-eight (48) hours in advance to the Human Resources Manager, or designee.
- G. The City's Human Resources Department shall monthly furnish an electronic list in a Microsoft Excel file of all bargaining unit members including the following information: full name, job classification, Department, Employee Number, Job Type (full-time, part time, temporary, project, etc.), Work Location, work, home, and personal cellular telephone numbers, personal email addresses, work email addresses, home address, Bargaining Unit, Pay Step, Pay Rate, Pay Status (active, on leave, separated from employment, retiree etc.) on file with the City and/or the Department. The City shall also furnish a list of all the changes in status or representation of employees in a Microsoft Excel file.

4. City Rights

The rights of the City, include but are not limited to, a) the exclusive right to determine the mission of its constituent departments, commissions, and boards; b) to set standards of service; c) determine the procedures and standards of selection for employment; d) to direct, discipline and discharge its employees in accordance with law and existing ordinances, rules and regulations; e) to relieve its employees from duty because of lack of work or for other lawful reasons; f) to determine the content of job classifications; g) to determine the methods, means, number and kind of personnel by which its operations are to be conducted, including the performance thereof by subcontract; h) to administer the City's personnel system; i) to maintain the efficiency of governmental operations; j) to take all 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 determine methods of financing.

In the event that the exercise of one or more of these rights results in an impact on wages, hours or other terms and conditions of employment, as defined in California Government Code Section 3505, the City shall meet and confer with the recognized employee organization(s).

5. Salaries

Salary ranges for represented classifications shall be as set forth in Appendix B, which is attached hereto and made a part hereof.

A. COLAs

- Effective the first full pay period following July 1, 2022, the City shall provide a five percent (5.0%) increase to all current salary steps within the unit.
- Effective the first full pay period following July 1, 2023 the City shall provide a four percent (4.0%) increase to all current salary steps within the unit.
- Effective the first full pay period following July 1, 2024 the City shall provide a three percent (3.0%) increase to all current salary steps within the unit.

B. Market Equity Adjustments

Effective the first full pay period following the August 1, 2022, the City shall provide a Market Equity Increase for each classification with a total compensation of more than five percent (5%) below market median, as determined by the Koff and Associates' Total Compensation Survey ("Survey"). The Market Equity Adjustment will be an increase to base pay and will be made in three equal increases, with the first year increase occurring the first full pay period following August 1, 2022 and each subsequent year increase occurring in the first full pay period following July 1 of the fiscal year.

For example, if a classification is 11% below market median pursuant to the 2022 Koff Study, it will receive a 2% Equity Adjustment the first full pay period following August 1, 2022, an additional 2% Equity Adjustment the first full pay period following July 1, 2023, and an additional 2% Equity Adjustment the first full pay period following July 1, 2024.

Following adoption of this agreement, the City will continue to meet and confer with AFSCME to reach agreement on how, each non-surveyed classification which is tied to a benchmark classification will receive a base wage increase.

Market based equity adjustments are independent of the COLA but will be implemented in an additive (non-compounded) fashion.

C. Winter Closure

On July 5, 2015, the City implemented a forty (40)-hour unpaid "Winter Closure" accomplished by a one point nine two five percent (1.925%) reduction in pay (1.54 hours per pay period).

Effective the first full pay period following the later of City Council adoption or July 1, 2022, the 1.925% deduction will cease and the City will no longer deduct 1.54 hours per pay period.

Beginning with the 2022-23 Fiscal Year, the Winter Closure, will occur as follows. Non-essential City operations will be closed to the public between the Christmas and New Year's Day holidays. However, the City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. Employees will be encouraged to take time off, however, it will not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period. The use of unpaid leave during the winter closure time will not negatively impact the employee's qualification for paid holidays (e.g. December 25 or January 1); or qualifications for City-paid health benefits. However, additional paid leaves do not accrue during unpaid leave time.

Employees who choose to work on a City closure day may be assigned to perform duties outside of their normal job duties. Any assigned duties must be reasonable in nature.

Closure of Facilities to the Public

The City Manager may also choose to close some or all City facilities to the public while maintaining operational staffing levels to allow staff to complete special projects or reduce work backlogs.

6. Benefits

6.1 Medical Insurance

The City will provide a medical insurance plan through Kaiser Permanente, and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan.

City's contribution toward medical insurance

The City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente premium rate. Employees electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

City's contribution for regular part-time employees

The City's medical insurance premium contribution shall be pro-rated for represented part-time employees.

6.1.1 Joint Labor Management Committee

The Union and City are currently exploring options for changes to health plan providers through a joint labor management committee (JLMC) involving all bargaining units within the City. If either of the parties desire to move the employees within this unit to a new health plan, the parties agree to reopen section 6.1 above and section 6.2 below.

6.2 Retiree Medical Insurance

- A. Effective January 1, 2012, and only for those regular employees hired before January 1, 2012, the City provides contribution/reimbursement toward retiree medical insurance as provided below:
1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or
 2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or
 3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.
 4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.

5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.
 6. For employees retired on or after January 1, 2012, the City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.
 7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:
 - a. Retirees who do not retire directly from City service; or
 - b. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or
 - c. Retirees who fail to comply with any requirements as described in 'verifications'; or
 - d. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage.
 8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.
- B. Effective July 5, 2015, employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute seventy-five dollars (\$75) per month. Participation in the plan is required by the employee.

6.3 Dental Insurance

The City shall maintain the existing dental insurance benefits throughout the term of this Agreement. The City shall contribute all dental insurance premiums on behalf of represented full-time employees and eligible dependents. The City's dental insurance premium contribution shall be pro-rated for represented part-time employees.

Effective January 1, 2019, and for the term of this agreement, the City shall increase the maximum benefit paid per calendar year to \$2,500 per subscriber and eligible dependent.

6.4 Medical and/or Dental Alternative

An employee eligible for the City's sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred (\$200) for single coverage, three-hundred (\$300) for dual coverage or five-hundred dollars (\$500) for family coverage.

An employee eligible for the City's sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage from a source other than the City shall have a City monthly contribution of twenty-five dollars (\$25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

6.5 Life Insurance

A regular full-time employee represented by the bargaining unit shall be insured under a group life insurance policy paid by the City in the amount of seventy-five thousand dollars and zero cents (\$75,000.00).

A regular part-time employee represented by this bargaining unit shall be insured under a group policy paid by the City in the amount of twenty-five thousand dollars and zero cents (\$25,000.00).

6.6 Long-Term Disability Insurance

The City provides a long-term disability insurance plan for regular full-time employees. This plan provides for sixty percent (60%) of the monthly salary, to a maximum monthly salary of fifteen thousand dollars and zero cents (\$15,000.00) after a one hundred eighty (180) day waiting period, for disabilities occurring on or off the job.

6.7 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and

dependent care reimbursement account. Employee participation is on an optional basis. There is no City contribution toward this plan, although the City shall provide and pay all costs of administering the plan.

Effective January 1, 2018 and for the term of this agreement, the City shall make an annual contribution (January 1 of each year) of \$100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to \$100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of \$200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

6.8 State Disability Insurance

The City participates in the State Disability Insurance program for employees represented by this bargaining unit.

6.9 Deferred Compensation

Effective the first full pay period following the later of City Council adoption or July 2022, the City will increase the "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred fifty dollars and zero cents (\$150.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of seventy-five dollars and zero cents (\$75.00) per month.

6.10 Retirement

All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

- A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

- a) One Year Final Compensation (Section 20042)
- b) Annual Cost-of-Living Increase at 3% (Section 21335)
- c) Military Service Credit as Public Service (Section 21024)
- d) Credit for Unused Sick Leave (Section 20965)
- e) EPMC as Additional Compensation (Section 20691)

- B. For all represented employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:
- a) Military Service Credit as Public Service (Section 21024)
 - b) Credit for Unused Sick Leave (Section 20965)
 - c) EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

- C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective July 3, 2016, all employees within the unit will contribute an additional 1% of salary towards CalPERS pension costs in addition to the required statutory member contribution rates which are currently 7% for "classic members" (as defined by CalPERS) and fifty-percent (50%) of normal costs for "new members" (as defined by CalPERS). These additional contributions will be treated as member contributions if allowed by CalPERS. The City and the Union will act in good faith in following any CalPERS requirements to treat the one percent (1%) additional contribution as member contributions.

If the required statutory member contribution rate for "new members" is between 7% and 8%, "new members" shall pay 8% towards their member contribution for CalPERS. If the statutory contribution rate for "new members" is above 8%, "new members" will make only the statutory contribution as required by CalPERS, and will not be required to pay additional contributions beyond the statutory requirements.

Effective July 1, 2018, all classic members within the unit will contribute an additional one percent (1%) of salary towards CalPERS unfunded accrued liability pension costs.

6.11 Social Security

All employees shall have coverage under Federal Social Security in accordance with the provisions of law. This system requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

6.12 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of one hundred percent (100%) of tuition charges, fees, the cost of textbooks and supplies or two thousand four hundred dollars (\$2,400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse fifty percent (50%) of the direct cost of tuition, books, and supplies, or three hundred dollars (\$300), whichever is lower, annually for approved direct costs between two thousand four hundred dollars (\$2,400) and three thousand dollars (\$3,000).

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C" or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual department budget.

A regular part-time employee shall be eligible for a pro-rated amount of tuition reimbursement.

6.13 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

6.14 Workers' Compensation

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. Over and above the workers' compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employee's sixtieth (60th) calendar day of work loss. After the sixtieth (60th) calendar day, benefits shall be paid pursuant to the statutes of the State of California.

7. Incentives and Differentials

7.1 Uniform Allowance

The annual uniform allowance will be three hundred dollars (\$300) for employees in the classifications of Lead Records Clerk, Police Records Clerk and Property

and Evidence Coordinator required to wear a work uniform. Employees in these classification shall receive this uniform allowance for the term of this agreement.

The uniform allowance is prorated to \$11.5385 and payable every pay period with a regular paycheck.

The annual uniform allowance will be six hundred dollars (\$600) for employees in the classifications of Police Evidence Technician, Lead Community Services Specialist and Community Services Specialist required to wear a work uniform. Employees in these classifications shall receive this uniform allowance for the term of this agreement.

The uniform allowance is prorated to \$23.0769 and payable every pay period with a regular paycheck.

The City Manager or designee shall prescribe minimum standards of appearance for employees. Different standards may be applied to different classes, depending upon the type of work required of the employees. Employees shall be neatly groomed and suitably dressed for their duties, so that they present a favorable appearance to the public.

If the City provides at City expense either a uniform allowance or uniforms, the City Manager or designee shall ordinarily require the employee to wear the prescribed uniform on duty. The City Manager or designee may require some employees who receive uniform allowances or who are furnished with uniforms, to wear other clothing on duty, either regularly or occasionally, if the needs of the department require it.

7.2 Working Out of Classification

Department heads may, from time to time, because of vacancies, leaves of absence and other reasons, require an employee to work in a position which has a higher rate of pay than the employee's regular position. Whenever such an assignment lasts longer than one (1) working day, the employee's pay shall be adjusted for the second and subsequent days of such assignment. For the second and subsequent days, the employee's pay shall be at that rate the employee would receive were he/she promoted to the higher paying position. This paragraph shall apply only to full-time substitution in a position, involving a temporary abandonment of the employee's regular work.

Holidays, days off, and off duty and standby shifts shall not be considered as interrupting the consecutiveness of working out of classification.

An employee specifically assigned by a department head on a temporary basis to perform a project which would normally be assigned to a higher classification shall receive five percent (5%) Project Assignment Pay; provided, however, such assignment will take at least forty (40) hours to complete and the City Manager authorizes such assignment. The Project Assignment Pay shall be provided during

the duration of the project and shall be discontinued thereafter. The department head shall determine the duration of the project.

The City shall provide Union notification of the project assignment and estimated dates of any Project Assignment Pay.

Every instance involving extra pay to an employee for working in a higher classification must have the approval of the City Manager.

7.2.1 Administrative Leave

If an employee within this unit who does not receive Administrative Leave in his/her regular classification is temporarily assigned to work out-of-classification to a classification that receives Administrative Leave, the employee will receive administrative leave in lieu of overtime or compensatory time off, at an accrual rate on a pay period basis that is equivalent to the rate provided to the out-of-class classification to which the employee is assigned. Any administrative leave accrued by the employee must be utilized within the same calendar year for which it was earned.

7.3 Shift Differential

The City agrees to pay represented employees a shift differential of fifty-four cents (\$0.54) per hour for working the hours of 5:00 p.m. to 7:00 a.m.; provided, however, that the employee's regular working hours (and not a temporary work schedule, including overtime hours) include those hours included within the shift differential and the employee works at least one (1) hour during the shift differential period.

7.4 Bilingual Pay

Upon the recommendation of a department director and approval of the Director of Human Resources, an employee who, in the regular course of his/her employment and after successfully passing a City administered oral and written test, uses his/her Spanish bilingual proficiency for the benefit of the City, shall receive bilingual pay of fifty dollars (\$50) per month.

8. Vacation

8.1 Vacation Accrual

The vacation accrual rate for regular full-time employees shall be:

<u>Years of City Service</u>	<u>Accrual Rate</u>
0-5 Years	Accrue 3.08 hours per pay period (10 days)
6-10 years	Accrue 4.62 hours per pay period (15 days)
11 years	Accrue 4.92 hours per pay period (16 days)
12 years	Accrue 5.23 hours per pay period (17 days)
13 years	Accrue 5.54 hours per pay period (18 days)
14 years	Accrue 5.85 hours per pay period (19 days)
15-19 years	Accrue 6.15 hours per pay period (20 days)

20 and more years Accrue 7.69 hours per pay period (25 days)

For purposes of computing employees' years of City service for vacation accrual rate, years of service credit shall be computed as continuous upon re-employment within twelve (12) months following separation, excluding the duration of separation.

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified full-time employee.

A. Service Achievement Incentive Plan - The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service, including years of full-time service with the City computed as continuous upon re-employment within twelve (12) months following separation, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive forty (40) hours of vacation to be added to the employee's service award reserve vacation bank.
2. At the completion of ten (10) years of service, the employee shall receive fifty (50) hours of vacation to be added to the employee's service award reserve vacation bank.
3. At the completion of fifteen (15) years of service, the employee shall receive sixty (60) hours of vacation to be added to the employee's service award reserve vacation bank.
4. At the completion of twenty (20) years of service, the employee shall receive seventy (70) hours of vacation to be added to the employee's service award reserve vacation bank.
5. At the completion of twenty-five (25) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's service award reserve vacation bank.
6. At the completion of thirty (30) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's service award reserve vacation bank.
7. At the completion of thirty-five (35) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's service award reserve vacation bank.

8. At the completion of forty (40) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's service award reserve vacation bank.
9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:
 - a) Employees with at least five (5) years, but less than ten (10) years of full-time continuous service with the City shall receive a preliminary service award reserve bank of twenty (20) hours.
 - b) Employees with ten (10) years or more of full-time continuous service with the City shall receive a preliminary service award reserve bank of forty (40) hours.
10. The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. However, as of the last pay period in December of each year, the City will contribute the balance of each employee's Service Achievement Incentive Plan bank in excess of eighty (80) hours directly into the employee's account in the City's Deferred Compensation Plan. In the event the direct contribution is disallowed or has a negative impact on the Plan's qualified status, the parties will meet and confer to address that concern.

In the event the IRS issues an official circular letter or regulation rescinding the constructive receipt tax issue concerning vacation cash-out as identified in PLR 2001-30015, the annual payout will be void and the Service Achievement Incentive Plan bank balance shall carryover as it did in the 2020-2021 MOU.

Employees may utilize the reserve vacation bank accrued hours in accordance with section 8.2 - Use of Vacation.

11. Regular part-time employees shall receive Service Achievement Incentive Plan awards of reserve vacation bank hours in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the award of reserve vacation bank hours exceed those provided to a similarly classified full-time employee.

8.2 Use of Vacation

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

- A. Maximum Accumulation – The maximum accrual allowed is two hundred forty (240) hours. Accruals will be monitored by the Finance Department.

Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.

1. Effective July 1, 2014, the maximum accrual allowed is two hundred and sixty (260) hours.
 2. During the declared local emergency for COVID-19, the maximum vacation accrual shall be suspended temporarily and reinstated 12 months following the end of the declared emergency. During the declared local emergency and prior to the reinstatement of the maximum vacation accrual limit, accrued vacation hours above two hundred sixty (260) hours will have no cash value upon separation of employment. Upon reinstatement of the maximum vacation accrual limit, unused accrued vacation hours in excess of two hundred sixty (260) hours will be lost.
- B. Double Compensation Prohibited – Employees shall not work for the City during their vacation.
- C. When Scheduled – The time at which an employee takes his/her vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.

8.3 Minimum Use

Employees must use a minimum of forty (40) hours of vacation per year. Any exception to this section must be approved by the City Manager to be eligible for vacation buyback.

8.4 Vacation Buyback

- (a) Employees may receive vacation pay in lieu of paid time off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that “buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager.

Employees may elect to sell back a maximum of eighty (80) hours of vacation per calendar year. Employees desiring to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply to Vacation Leave hours accrued in the following tax year and the employee may elect that the pay-out occur in either the last full pay period in September or the first full pay period in December. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that

year. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the eighty (80) hour limit in urgent and/or emergency situations.

Effective July 1, 2014, the total City-wide allocation for the buyback program will be \$160,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to \$160,000 employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceeds \$160,000, request hours will be pro-rated and employees paid accordingly. Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Individual employees may elect to have payouts of Vacation Leave deposited directly into the employee's account in the City's Deferred Compensation Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

- (b) The prior-year pre-election requirement set forth in subdivision (a) will be effective for vacation payouts occurring in Fiscal Year 2022, and later. For 2021 only, employees will be permitted to file two elections: (1) the first for payout of vacation in December of 2021 and (2) the second for payout of vacation in Calendar Year 2022.
- (c) As part of the City's open enrollment packet each year, the City shall provide all employees with a copy of the Irrevocable Vacation Pay-Out Election Form.
- (d) In the event the IRS issues an official circular letter or regulation rescinding the constructive receipt tax issue concerning vacation cash-out as identified in PLR 2001-30015, the annual payout will revert to the process described in the 2020-2021 MOU.

8.5 Holidays Falling During Vacations

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday and shall not be paid or charged as vacation.

8.6 Vacation Accrual for Transitioned Employees

Accumulation for vacation benefits – Employees who have transitioned from temporary status to regular employee status shall accrue vacation benefits based on their total years of service (since their most recent temporary employee hire

anniversary). This benefit shall only apply for time spent in full-time temporary employment before their transition to regular appointment.

9. Sick Leave

9.1 Sick Leave Accrual

All full-time regular employees shall accrue 3.69 hours sick leave per pay period (twelve days per year).

All part-time regular employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each pay period exceed 3.69 hours.

Employees may not “borrow” on unearned sick leave. No payment shall be made for accrued and unused sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to PERS service credit.

9.2 Personal Necessity Leave

An employee may use a maximum of thirty-two (32) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from his/her work to attend to personal business that cannot be dispensed with during off duty time. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the employee’s department head. Personal necessity leave is considered use of sick leave.

9.3 Sick Leave Incentive

A full-time employee who uses no sick leave in any fiscal quarter shall have four (4) hours credited towards vacation, with a maximum accrual during any one (1) year to be sixteen (16) hours.

Any hours taken under the Emergency Paid Sick Leave Act (up to 80 hours of paid sick leave for COVID-19 related events) will not disqualify an employee from this sick leave incentive.

10. Holidays

10.1 Full-Time Employee Holidays

All regular full-time employees will be entitled to the following fifteen (15) holidays of eight hours each per year:

<u>Day/Date</u>	<u>Holiday Name</u>
1. January 1	New Year’s Day
2. Third Monday in January	Martin Luther King’s Birthday

- | | |
|--------------------------------------------|------------------|
| 3. February 12 | Lincoln's Day |
| 4. Third Monday in February | Washington's Day |
| 5. March 31 | Cesar Chavez Day |
| 6. Last Monday in May | Memorial Day |
| 7. July 4 | Independence Day |
| 8. First Monday in September | Labor Day |
| 9. Second Monday in October | Columbus Day |
| 10. November 11 | Veteran's Day |
| 11. Fourth Thursday in November | Thanksgiving Day |
| 12. Day following Thanksgiving | |
| 13. December 25 | Christmas Day |
| 14. Sixteen (16) hours of floating holiday | |

An employee hired or promoted to a regular position after June 30th shall receive only eight (8) hours of floating holiday during the first calendar year of such regular position appointment.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

In the case of an employee having regular days off other than Saturday and Sunday, said employee will be afforded eight (8) hours additional time off for each holiday which falls on his/her regular day off. Time for taking such holiday shall be scheduled at the discretion of the department head.

Floating holidays must be taken during the calendar year in which earned or will be lost.

10.2 Part-Time Employee Holidays

All regular part-time employees will be paid on a pro-rated basis depending upon their designated hours of work, for the holidays defined above when such holiday falls on a regularly scheduled work day. In the case of a regular part-time employee whose regular day off occurs on an observed holiday, the employee shall have the pro-rated basis holiday credited to his/her compensatory time off account.

All regular part-time employees will receive a pro-rated number of floating holiday hours based on their designated hours of work, and such hours shall be based on the total floating holidays defined above.

10.3 Work Performed on Holidays

An employee who is eligible for overtime compensation and who is assigned by his/her department head, or designee, to work on any of the holidays listed above shall receive straight time pay for all hours worked on the holiday and shall have eight hours holiday credited to his/her compensatory time off balance. (Normal overtime provisions as outlined within this agreement still apply.)

An employee who is not eligible for overtime compensation and who is assigned by his/her department head, or designee, to work on any of the holidays listed above shall receive his/her regular pay for time worked on the holiday and shall have eight hours holiday credited to his/her administrative leave account and said hours shall be used by December 31st of the year credited, otherwise the hours shall be forfeited.

11. Catastrophic Leave

11.1 Purpose of Catastrophic Leave

The Catastrophic Leave Program is designed to assist regular employees, regardless of bargaining unit representation, who have exhausted paid time credits due to the employee's or immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

11.2 Catastrophic Leave Definitions

- A. Catastrophic Illness or Injury – A medically certified illness, injury, impairment, physical or mental condition of the employee or the employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.
- B. Leave to be donated – Vacation or sick leave.
- C. For purposes of the Catastrophic Leave program, the term "immediate family member" shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

11.3 Catastrophic Leave Eligibility

11.3.1 Donors

- A. Only regular employees are eligible to donate accrued vacation or sick leave.
- B. Donating employees may not reduce their balance of earned vacation below forty (40) hours or sick leave below forty (40) hours by reason of such donation.

11.3.2 Recipients

- A. Only regular employees may participate in the Catastrophic Leave Program.
- B. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.

- C. All accumulated time, sick leave, vacation time, compensatory time, and other available paid time off balances must have been exhausted.
- D. A request for leave of absence without pay for medical reasons has been submitted and approved.
- E. Request for participation in the program shall be made on an application for Catastrophic Leave Program form, available from the Human Resources Department.

11.4 Catastrophic Leave Procedures

- A. Donations must be a minimum of one (1) day at a time and submitted on the appropriate donation form.
- B. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on a hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
- C. Donations, once made, are irrevocable.
- D. Any period of donated leave may be counted as Family and Medical Leave time.
- E. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
- F. Verification of catastrophic illness must be submitted by a licensed physician to the Human Resources Department.
- G. Employees are eligible for this benefit only once during their employment with the City.
- H. Employees must have accumulated a minimum of one hundred twenty (120) hours of sick leave or eighty (80) hours of vacation time before a donation can be made.

12. Bereavement Leave

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law, and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the

immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation, compensatory time, or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

13. Probationary Period

13.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the City Manager, City Manager's designee, and/or appointing authority does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

13.2 Probationary Period

All original and promotional appointments to a regular position, excluding at-will employees, shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment or promotion. Days absent without pay during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the same position into which transferring, provided the employee has completed the employee's probationary period in the classification at the time of transfer. During the probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or appointing authority with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

The probationary period may exceed twelve (12) months of active duty when the extension is by mutual agreement between the probationer, appointing authority, and (if not the appointing authority) the City Manager. The probationary period shall not exceed eighteen (18) months of active duty.

13.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed from employment during the

promotional probationary period, the employee shall not be entitled to such reinstatement rights.

14. Layoff, Reassignment, & Reinstatement

14.1 Layoff Policy

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it necessary to abolish any position of employment, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and with the limited right of appeal described exclusively below.

14.2 Notification

When enacting layoffs the City Manager shall: a) notify the impacted employees and the Union of such layoff(s); b) provide a copy of the seniority list to the Union used to rank the affected employees; and c) offer to meet and confer with the Union regarding the impact of the layoff(s)

An employee being laid off shall be given at least fourteen (14) days prior notice, with a copy of layoff notice mailed to the Union.

14.3 Order of Layoff

In each class, employees shall be laid off according to employment status in the following order: provisional, temporary (formerly referred to as seasonal), regular part-time, probationary full-time, and regular full-time. In this article, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

14.4 Seniority, Vacancy and Demotion

Whenever there is a layoff, the City Manager shall first demote an employee (based upon seniority within the class at the City of Pittsburg) to a regular position vacancy, if any, in a lower class for which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Services Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed on the salary step representing the least loss of pay.

For the purposes of this layoff, seniority shall be defined as an employee's tenure in a position. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time and regular part-time service. In this article, length of service for

regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

14.5 Limited Appeal to the City Manager

An employee who is laid off or demoted because of a layoff may file an appeal to the City Manager within four (4) days following receipt of the layoff. Said appeal shall be limited to the sole issue of whether the layoff was properly applied, whether the layoff or retreat to a lower class is a pretext for discipline, and/or whether the decision to layoff or demote the employee because of a layoff was based on malfeasance. Said appeal request shall be delivered in person or with a minimum of United States Postal Service (USPS) delivery confirmation to the Human Resources Director, who shall promptly schedule the matter with the City Manager or City Manager's designee so that the employee will have the opportunity to present his/her side of the layoff and/or demotion. The City Manager or designee shall render a written decision within five (5) days of the appeal meeting and may affirm, reverse, or modify the initial decision. The decision of the City Manager or City Manager's designee shall be final.

14.6 Reinstatement List

The names of all regular and probationary employees laid off, demoted or displaced as a result of layoff, shall be placed on a reinstatement list for the classification from which the employee has been removed; said reinstatement list shall remain in effective for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

14.7 Removal of Names from Reinstatement List

Failure to promptly respond to and accept a reinstatement offer within fourteen (14) days of the date the offer was hand-delivered or mailed with a minimum of USPS delivery confirmation to the individual's last known address shall result in removal from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

14.8 Reinstatement

A former employee appointed from a reinstatement list shall have the following benefits restored:

- A. Accrued but unused sick leave.
- B. Seniority at the time of layoff for vacation accrual, future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

15. Disciplinary Action

15.1 Disciplinary Action

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand. In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

Department Heads shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to dismissal from employment.

The City Manager shall be vested with the powers to discipline employees, and for cause, may discipline up to dismissal from employment.

Any proposed disciplinary action greater than a written reprimand requires prior consultation with the Human Resources Director.

The employee shall have the right to request another employee or bargaining unit representative be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section. The City shall send a copy of all disciplinary correspondence to the AFSCME Business Agent, unless the employee designates a different representative.

Any employee disciplined shall be immediately notified in writing of such charges or actions, by personal service, via e-mail at the address on file with the City, or by U.S. Postal Service mail (or equivalent). Any employee aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step. For purposes of determining receipt under this section, e-mails will be deemed received at the time and date they are sent. However, if the receiving party or parties can demonstrate that the e-mail was not received or could not reasonably have been reviewed, the response timeline will be tolled until the circumstances preventing review have ended. [For example, the City serves a disciplinary notice on Employee A and the Union Representative on Day 1. However, both Employee

A and the Union Representative are on separate vacations on Day 1. Employee A returns on Day 3 and the Union Representative returns on Day 2. The response timeline starts on Day 2 instead of Day 1.]

15.2 Disciplinary Action Appeal Procedure for Written Reprimands

For all employees, written reprimands may be appealed to the City Manager within seven (7) days of receipt of disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The decision of the City Manager or designee shall be final and conclusive.

In the event the City Manager issued the written reprimand, then opportunity to utilize the "City Manager Appeal" shall still apply.

15.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a Notice of Proposed Disciplinary Action delivered to the employee either personally via e-mail at the address on the file with the City or by U.S. Postal Service mail (or equivalent) and shall contain the following:

15.3.1 Notice of Proposed Disciplinary Action

- A. A statement of the action proposed to be taken;
- B. A copy of the charges, including the acts or omissions and grounds upon which the action is based;
- C. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule shall be included with the Notice;
- D. A copy of materials upon which the proposed action is based;
- E. A statement that the employee has seven (7) days to respond to the author of the Notice either orally or in writing.

The employee or designated representative, upon whom a Notice of Proposed Disciplinary Action has been served, shall have seven (7) days to respond to the author of the Notice orally or in writing before the proposed action may be taken. Upon application and for good cause, the author of the Notice may extend in writing the period to respond. If the employee's or designated representative's response is not timely filed, or the employee or designated representative has not requested an extension, the right to respond is lost.

15.3.2 Notice of Discipline

After the employee or designated representative has responded to the Notice of Proposed Disciplinary Action, or the time to respond has passed, and if the author

of the Notice still determines that discipline is appropriate, then the employee shall be provided with a Notice of Discipline. The Notice of Discipline shall include the following:

- A. A statement of the action to be taken and the effective date;
- B. A copy of the charges, including the acts or omissions and grounds upon which the action is based;
- C. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule or regulation shall be included with the Notice of Discipline or a statement shall be included that copies of said rule or regulation have already been provided to the employee with the Notice of Proposed Disciplinary Action;
- D. A copy of materials upon which the action is based or a statement that such materials have already been provided to the employee;
- E. A statement addressing the responses to the charges by the employee or designated representative, if any; and
- F. Notification to the employee of his/her right to appeal the imposed discipline.

15.3.3 City Manager Appeal

Disciplinary actions may be appealed to the City Manager within seven (7) days of receipt of the disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The Union may appeal the City Manager's or designee's decision to an arbitrator.

In the event the disciplined employee directly reports to the City Manager, , or the City Manager initiated the disciplinary action as described within this chapter, then the "City Manager Appeal" shall be heard by the City Attorney.

15.3.4 Non-Binding Mediation

Nothing precludes the parties from engaging in non-binding, confidential mediation before arbitration. However, mediation will occur upon the parties' mutual agreement. Within seven (7) days of the receipt of the City Manager's or designee's decision the Union may request that the matter is referred to mediation.

The parties will select a mediator, or if agreement on a mediator cannot be reached, the Union will request a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The parties shall strike names from the provided list in the same fashion as described for arbitration.

The parties shall sign binding confidentiality agreements. Everything discussed during mediation shall remain confidential and no part of the mediation, including statements, documents, and information from the parties, the mediator, and any other participants, can be used or referenced during any subsequent proceedings.

The costs, if any, for the mediator's services shall be divided equally between the City and the Union. The City and Union shall each be fully responsible for their own costs and expenses associated with presenting and defending their own case during mediation.

15.3.5 Arbitrator

The City Manager's or designee's decision may be appealed to an arbitrator by the Union within seven (7) days of receipt of the decision by the Union. The arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, a representative of the City and the Union shall alternatively strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. The procedure shall be followed until there is an available arbitrator.

The costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the Union. The City and the Union each shall be fully responsible for their own costs and expenses associated with presenting and defending their own case.

In the event the employee is not represented by the Union, then the costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the employee. The City and the employee each shall be responsible for their own expenses associated with presenting and defending their own case.

When an arbitrator has been selected, the City, Union and arbitrator shall begin the arbitration as expeditiously as possible, but not later than seventy-two (72) days from the selection of the arbitrator. The arbitrator shall be governed by the Code of Civil Procedure, Sections 1280 – 1284.2 in the conduct of the arbitration, unless any provision of this section conflicts, in which case this section shall govern.

The arbitration shall be closed to the public unless the employee requests in writing a public hearing prior to the time of the hearing.

The arbitrator shall be governed by Government Code Section 6250 *et seq.* and other pertinent provisions of law with respect to the discovery of confidential records, files and memoranda.

The arbitrator may modify or revoke a disciplinary action where just cause for the discipline imposed has not been shown or where a violation or omission of procedure for disciplinary action was made in which resulted in substantial prejudice to the employee.

The arbitrator shall be without power or authority to make any decision which is prohibited by law or is in violation of the terms of this Memorandum of Understanding.

The arbitrator shall not add to, subtract from, disregard, alter or modify any of the terms of this Memorandum of Understanding.

The decision of the arbitrator shall:

- A. Be made in writing within thirty (30) days of the close of the hearing and mailed to the City Manager, City Attorney, and Union; and
- B. Be final and binding upon all parties; and
- C. Recite the basis for the arbitrator's decision.

16. Grievances

16.1 Grievance Definition

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of the collective bargaining agreement, Personnel Rules, or department rules and regulations, resolutions, or ordinances. A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions and performance evaluations are not grievable.

16.2 Grievance Procedure

A grievance shall be processed in the following manner:

Step 1.

Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

Step 2.

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within twenty-eight (28) days of the event or discovery of the event giving rise to the grievance. The written grievance shall contain the following:

- A. name of grievant(s)
- B. class title(s)
- C. department
- D. mailing address(e's)
- E. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices)
- F. the date(s) on which the event(s) giving rise to the grievance occurred
- G. a proposed solution to the grievance
- H. the date of execution of the grievance form
- I. the signature of the grievant(s)
- J. the signature of the bargaining unit representative, if such a representative is representing the grievant(s)
- K. the date of the discussion meeting in Step 1 and the name of the supervisor involved

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

Step 3.

If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. The City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written decision.

Step 4.

Nothing precludes the parties from engaging in non-binding, confidential mediation before arbitration. However, mediation will occur upon the parties' mutual

agreement. Within seven (7) days of the receipt of the City Manager's or designee's decision the Union may request that the matter is referred to mediation.

The parties will select a mediator, or if agreement on a mediator cannot be reached, the Union will request a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The parties shall strike names from the provided list in the same fashion as described for arbitration.

The parties shall sign binding confidentiality agreements. Everything discussed during mediation shall remain confidential and no part of the mediation, including statements, documents, and information from the parties, the mediator, and any other participants, can be used or referenced during any subsequent proceedings.

The costs, if any, for the mediator's services shall be divided equally between the City and the Union. The City and Union shall each be fully responsible for their own costs and expenses associated with presenting and defending their own case during mediation.

In the event the grievant disagrees with the decision of the City Manager or designee, the complainant shall have the opportunity to lodge a request for review by the City Council within seven (7) days of receipt of the City Manager's or designee's decision. The City Council shall conduct a review of the City Manager's decision with the authority to either affirm, reverse, or modify the City Manager's or designee's decision.

16.3 General Conditions of Grievances

- A. The Human Resources Director will act as a central repository for all grievance records of Step 2 and beyond.
- B. Any time limit may be extended only by mutual agreement in writing.
- C. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.
- D. 4. Proposals to add to or change the Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.
- E. 5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the

resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

- F. 6. In the event the grievant directly reports to the City Manager, then the “step 3” appeal of the written grievance shall be heard by the City Attorney who shall investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written decision.

17. Overtime

17.1 Standard Workweek and Workday

The normal workweek for City employees is forty (40) hours in a seven (7) day period. The beginning and end of the work week shall be defined on an individual basis. When an employee has worked in excess of the normal work day and/or normal workweek, then said employee shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate for all such overtime performed by said employee on behalf of the City.

The City shall treat all paid time, such as but not limited to vacation, sick leave, holidays, and compensatory time off, as “hours worked” for the purpose of calculating overtime compensation.

Flexible schedules (e.g., 4/10, 9/80) may be approved by the City Manager upon the recommendation with justification of the department director. In evaluating proposed flexible schedules, the City Manager’s evaluation criteria will include, but not limited to:

- continuation and continuity of delivery of service to the public;
- impact, both positively and negatively, in overall customer service delivery;
- impact on other City operations;
- cost impact, including impact on overtime costs;
- the incumbent employee’s current and prior performance;
- effect, positively and negatively, on all lost time categories including workers’ compensation;
- clear evaluation criteria pertinent to each department affecting a flexible schedule.

The City Manager may also impose flexible schedules, with or without the consent of department directors.

All flexible schedules are subject to the continuing approval of the City Manager who, with three (3) calendar days’ notice, may modify, terminate, or otherwise change the flexible schedule. The approval, change, or denial of a flexible schedule is not subject to any appeal or grievance.

17.2 Minimum Reportable Periods

Minimum reportable periods of overtime shall be fifteen (15) minutes, except when an employee is called out from home for an isolated period of duty, in which case the minimum reportable period shall be two (2) hours.

17.3 Compensatory Time Off

Notwithstanding any provisions hereunder contrary, department heads or designees shall be allowed to grant compensatory time off on a time and one-half (1-1/2) basis subject to the following:

- A. At the time of the overtime assignment, the employee shall make his/her election to be paid for said time or have said overtime entered into a compensatory time off account. Once comptime is so entered, it cannot be exchanged for pay.
- B. No more than two hundred forty (240) hours of compensatory time off can be accumulated and maintained on the employee's account at any one time.
- C. In determining capability of taking compensatory time off at a given time, due regard shall be given to:
 1. the wishes of the employee;
 2. date of application for specific time off; and
 3. seniority (in the event of multiple requests).

18. Severability

If any provision of this Memorandum of Understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and AFSCME agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

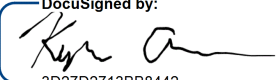
19. Full Understanding

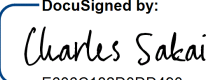
Except as otherwise specifically provided herein, the parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding all matters contained in this Agreement. It is agreed further, that neither party shall be required to meet and confer with respect to any subject or matter contained herein during the term of this Memorandum of Understanding, except regarding the interpretation of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from meeting and conferring during the term of this Agreement upon the mutual agreement of the parties to do so. Mutually agreed upon amendments to this

Memorandum of Understanding shall be in writing and must be approved by the City Council.

AFSCME (Miscellaneous A Unit)

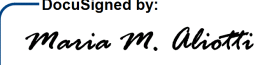
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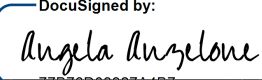
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Assistant City Manager

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AFSCME Miscellaneous A

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Jennifer Brizel
Director of Human Resources

Appendix A

Classifications within the Miscellaneous A bargaining unit:

- Account Clerk
- Accounting Technician
- Administrative Assistant
- Business License Coordinator
- Code Enforcement Officer I/II
- Combination Building Inspector
- Community Outreach Coordinator
- Community Services Specialist
- Customer Service Representative
- Engineering Technician I/II
- Housing Inspector
- Housing Specialist
- Lead Community Services Specialist
- Lead Police Records Clerk
- Office Assistant
- Permit Technician
- Planning Technician
- Police Evidence Technician I/II
- Police Records Clerk
- Property and Evidence Coordinator
- Records Specialist
- Recreation Coordinator

Appendix B

Monthly salary ranges as of July 10, 2022:

CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk (Part 1 of 2)	109	4,002	4,202	4,412	4,633	4,865
Account Clerk (Part 2 of 2)	170	4,591	4,821	5,062	5,315	5,581
Accounting Technician	220	5,361	5,629	5,910	6,206	6,516
Administrative Assistant (Part 1 of 2)	100	3,995	4,195	4,405	4,625	4,856
Administrative Assistant (Part 2 of 2)	160	4,626	4,857	5,100	5,355	5,623
Business License Coordinator	315	5,919	6,215	6,526	6,852	7,195
Code Enforcement Officer I	258	5,579	5,858	6,151	6,459	6,782
Code Enforcement Officer II	415	6,458	6,781	7,120	7,476	7,850
Combination Building Inspector	520	7,018	7,369	7,737	8,124	8,530
Community Outreach Coordinator	315	5,919	6,215	6,526	6,852	7,195
Community Services Specialist	258	5,579	5,858	6,151	6,459	6,782
Customer Service Representative	95a	3,629	3,810	4,001	4,201	4,411
Engineering Technician I	310	5,858	6,151	6,459	6,782	7,121
Engineering Technician II	460	6,785	7,124	7,480	7,854	8,247
Housing Inspector	315	5,919	6,215	6,526	6,852	7,195
Housing Specialist	210	5,271	5,535	5,812	6,103	6,408
Lead Community Services Specialist	415	6,458	6,781	7,120	7,476	7,850
Lead Police Records Clerk	255	5,623	5,904	6,199	6,509	6,834
Office Assistant	095a	3,629	3,810	4,001	4,201	4,411
Permit Technician	260	5,654	5,937	6,234	6,546	6,873
Planning Technician	260	5,654	5,937	6,234	6,546	6,873
Police Evidence Technician I	260	5,654	5,937	6,234	6,546	6,873
Police Evidence Technician II	425	6,546	6,873	7,217	7,578	7,957
Police Records Clerk (Part 1 of 2)	110	4,196	4,406	4,626	4,857	5,100
Police Records Clerk (Part 2 of 2)	180	4,856	5,099	5,354	5,622	5,903
Property and Evidence Coordinator	410	6,456	6,779	7,118	7,474	7,848
Records Specialist	330	6,017	6,318	6,634	6,966	7,314
Recreation Coordinator	230	5,441	5,713	5,999	6,299	6,614

Equity Adjustments for the Contract Period:

CLASSIFICATION	RANGE	EQUITY TOTAL	95% OF MARKET RATE	2022	2023	2024
Customer Service Representative	96	-7.10%	-2.10%	-0.70%	-0.70%	-0.70%

Monthly salary ranges as of August 7, 2022 with equity adjustment:

CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
Customer Service Representative	96	3,654	3,837	4,029	4,230	4,442