

SEIU Local 721
City of Baldwin Park
Memorandum of Understanding

**July 1, 2014,
through
June 30, 2017**



RESOLUTION NO. 2015-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BALDWIN PARK AND THE GENERAL UNIT OF MAINTENANCE EMPLOYEES, SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU LOCAL 721 PROVIDING FOR EMPLOYEES REPRESENTED BY THE GENERAL UNIT OF MAINTENANCE EMPLOYEES, SEIU LOCAL 721.

YEARS 2014-2017

WHEREAS, the representatives of the City Council of the City of Baldwin Park have met and conferred with duly authorized representatives of the General Unit of Maintenance Employees to make equitable adjustments to wages and other terms and conditions of employment, and

WHEREAS, a Memorandum of Understanding prepared by said representatives has been presented to the City Council for ratification, and

WHEREAS, a majority of the unit members from this group voted to approve the Memorandum of Understanding.

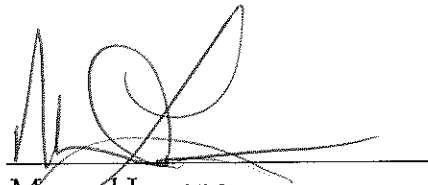
NOW, THEREFORE, the City Council of the City of Baldwin Park does hereby RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1, That this City Council does hereby approve and authorize the City of Baldwin Park's Mayor to sign the "Memorandum of Understanding" between the General Unit of Maintenance Employees, SEIU Local 721 and the City of Baldwin Park attached hereto as Exhibit A. This Memorandum of Understanding ("MOU") abrogates and supersedes the MOU effective from February 1, 2012 to June 30, 2014; and this MOU is applicable for the period from July 1, 2014 through June 30, 2017.

SECTION 2. That this City Council does hereby order that Exhibits "B", "C", "D", "E", "F" and Exhibit "G" shall be included herein as part of the General Unit of Maintenance Employees, SEIU Local 721 MOU. Resolutions or portions thereof in conflict hereby are hereby repealed.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution and shall forward a certified copy hereof to each Department Head and the Human Resources Manager.

PASSED AND APPROVED this 15th day of July, 2015.


Manuel Lozano
Mayor

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS:
CITY OF BALDWIN PARK }

I, ALEJANDRA AVILA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing Resolution No. 2015-057 was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on July 15, 2015, and that the same was adopted by the following vote to wit:

AYES:	COUNCIL MEMBERS:	Baca, Garcia, Lozano, Pacheco, Rubio
NOES:	COUNCIL MEMBERS:	
ABSENT:	COUNCIL MEMBERS:	
ABSTAIN:	COUNCIL MEMBERS:	

ALEJANDRA AVILA
CITY CLERK

I, Alejandra Avila, City Clerk of the City of Baldwin Park, hereby certify that the foregoing is a true copy of the original document/action, and on record in the official books on file in the City Clerk's Office.

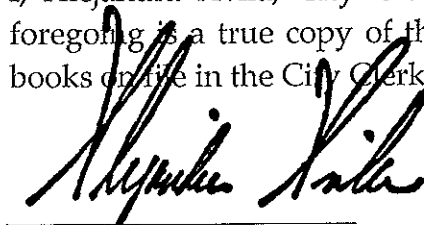

Alejandra Avila
City Clerk

EXHIBIT A
CITY OF BALDWIN PARK
MEMORANDUM OF UNDERSTANDING
2014-2017
BY AND BETWEEN
THE GENERAL UNIT OF MAINTENANCE EMPLOYEES,
S.E.I.U., Local 721
AND
THE CITY OF BALDWIN PARK

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500 through 3570 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This agreement has been developed as a result of the requests of the General Unit of Maintenance Employees, City of Baldwin Park, S.E.I.U., Local 721. The items in this agreement are subject to the approval of the City Council of the City of Baldwin Park and will be placed into effect upon the adoption of the necessary ordinances, resolutions or motions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and covers the period of July 1, 2014 through June 30, 2017 unless otherwise provided.

TABLE OF CONTENTS_

EXHIBIT A	4
Section 1	Rights and Recognition8
	Recognition8
	Management Rights.....8
	Union Stewards.....9
	Job Safety by Steward.....10
	Reporting.....10
	Management Responsibility11
	Notification of Other Supervisors.....11
	Discrimination11
	Savings Clause.....11
	No Strike — No Lockout.....12
	Prohibited Conduct.....12
	Union Responsibility12
	Full Understanding, Modifications and Waiver13
Section 2	Fair Labor Standards Act Provisions13
	Work Period.....13
	Overtime.....13
Section 3	Work Schedules.....15
	Experimental Alternative Work Schedules.....15
	Workday — Maintenance Employees.....16
Section 4	Attendance and Leaves16
	Hours of Work — Maintenance Employees.....16
	Sick Leave.....16
	Annual Sick Leave Incentive17
	Vacation.....17
	Holidays18
	Maintenance Employees on a 9/80 Work Schedule18
	Floating Holidays.....19
	Maintenance Employees on a 9/80 Work Schedule19
	Holiday Bank19
	Bereavement Leave.....20
	Military Leave.....20
	Jury Duty20
	Training/Conference Leave21

	Injury on Duty	21
	Industrial Injury Benefits	21
Section 5	Direct Wage Payments	21
	Salary	21
Section 6	Insurance/Supplemental Wage Payments.....	22
	Life Insurance	22
	Vision Plan Coverage	22
	Health Insurance	22
	Retiree Health Insurance.....	23
	Dental Insurance	24
	Retirement.....	24
	Long-Term Disability	25
	Bilingual Pay.....	25
	License/ Certification Pay	26
	Specialty Assignment Pay.....	26
	Acting Pay	27
	Work Boots.....	27
Section 7	Policies and Procedures	27
	Contracting Outside Work	27
	Written Warnings/Reprimands.....	27
	Strenuous Activity	28
	Organizational Security	28
	Voluntary Political Contributions	30
	Layoff Policy	30
	Emergency Preparedness Policy.....	30
	Personnel Rules Additions	30
	Labor/Management Committee.....	30
	City Safety Committee	31
	Grievance Procedure Definition	31
	Standard Grievance Form.....	33
	American's With Disabilities Act.....	33
	Pre-Employment — Alcohol and Drug Testing	33
	Alcohol and Drug Abuse Policy Purpose.....	33
	Policy.....	34
	Application.....	34
	Employee Responsibilities.....	34
	Management Responsibilities	35

Smoke Free Workplace.....	36
Purpose.....	36
Policy.....	37
Procedure	37
Tuition Reimbursement	37
Limited Re-Opener	39
Exhibit "B"	41
Exhibit "C"	42
Exhibit "D"	43
Exhibit "E"	44
Exhibit "F"	45
Exhibit "G"	50

Section 1 — Rights and Recognition

Recognition

The City hereby recognizes the General Unit of Maintenance Employees, City of Baldwin Park, S.E.I.U., Local 721, as the representative of the employee representation unit consisting of the classifications set forth in Section 5(c) of Resolution No. 98-45.

Management Rights

All management rights and functions except those which are clearly and expressly limited in this Memorandum of Understanding shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size, character and use of inventories.
11. Determine financial policy including accounting procedures.
12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.

22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classification.
27. Determine the necessity of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in cases of an emergency.
29. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees in the bargaining unit, the City agrees to meet and confer with representatives of the Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions.

Union Stewards

Functions and Responsibilities of Stewards

The City agrees to grant reasonable access to employee work locations of officially designated stewards for the purpose of processing grievances in accordance with this Memorandum of Understanding. Each steward, upon notification to his/her immediate supervisor, may be permitted to leave his/her regular work location during working hours, for reasonable periods of time to perform the following functions with pay:

1. To represent to a supervisor, a request for a grievance, which the steward has been requested by any employee, or group of employees, to present to such a supervisor.

2. Investigate any request for adjustment of grievance in the steward's division, and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
3. Attend meetings with management when the steward's presence is necessary to present the grievance for adjustment.

Steward Appointments

1. The Union may designate a reasonable number of Union Stewards (not to exceed five (5)).
2. The Union agrees that only one steward may represent an employee at one time.
3. A steward may represent a grievant at all levels of the grievance process.
4. The City shall reschedule any grievance or disciplinary proceeding in the event that the shop steward of the employee's choice is unable to be released by the supervisor to attend a grievance or disciplinary proceeding.
5. Stewards shall be selected in such a manner as the Union may determine.
6. The Union shall notify the City in writing of the names of all stewards who are authorized to represent the employees in the bargaining unit.
7. The Union shall provide the City with the names of Union Stewards within thirty (30) days of the execution of this contract and within thirty (30) days of any changes in the designated Stewards.

Job Safety by Steward

No steward shall leave his/her job or area of assignment while his/her presence is necessary for the safe and effective operation of his/her job; the determination is to be made by the steward's immediate supervisor or appointing authority.

Reporting

Each steward shall report to his/her supervisor the time leaving his/her work location to perform such duties as set forth herein. The steward shall report to the supervisor immediately upon completion of these duties.

Management Responsibility

When the presence of a steward is desired by an employee, or group of employees, for the presentation, investigation, and/or adjustment of a grievance and/or dispute, the employee or group of employees shall make a request to their immediate supervisor. The supervisor shall arrange for a steward to be present as soon as possible, consistent with safe and efficient operating requirements.

Notification of Other Supervisors

Prior to entering any area in the fulfillment of his/her duties set forth herein, the steward shall notify the supervisor of that area of his/her presence and the reason for his/her business in that area.

Discrimination

1. The City agrees that steward shall not be hindered, coerced, restrained or interfered with in the performance of his/her duties and responsibilities provided in the Memorandum of Understanding.
2. The Union understands and agrees that each steward is employed to perform full-time work for the City and that each steward will not leave his/her work location during working hours, unless he/she gains permission from his/her immediate supervisor.
3. The Union and the City agree hereto that each will cooperate with the other and reduce to a minimum the actual time spent by stewards in the performance of their duties under this Memorandum of Understanding.

Savings Clause

This Memorandum of Understanding is subject to all applicable Federal, State and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision(s) of this Memorandum of Understanding is in conflict or inconsistent with such applicable provision(s) of Federal, State or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision(s) shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. The parties shall enter the Meet and Confer process immediately for the purpose of arriving at a mutually satisfactory replacement of such part or provision.

No Strike — No Lockout

A. Prohibited Conduct

Section 1. The Union, its officers, agents, representatives and/or members agree that during the term of this agreement, or until such time as impasse procedures, if any, are completed, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform service.

Section 2. The City agrees that it shall not lock out its employees during the term of this agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this agreement or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4. In addition to any other lawful remedies or disciplinary actions available to the City, if the Union fails, in good faith to perform all responsibilities listed below in Section 1, Union Responsibility, the City may suspend any and all of the rights, privileges, accorded to the Union under the Employee Relations Resolution, this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Union, grievance procedure, right of access, check-off, the use of the City's bulletin boards, and facilities.

B. Union Responsibility

Section 1. In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 above, "Prohibited Conduct," the Union or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1 above, "Prohibited Conduct" and return to work. They themselves must also return to work.

Section 2. If the Union performs all of the responsibilities set forth in Section 1 above, its officers, agents, and representatives shall not be liable for damages resulting from prohibited conduct performed by employees who are covered by this agreement, in violation of Section 1 above.

Full Understanding, Modifications and Waiver

It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its rights, and agrees that the City shall not be required to negotiate with respect to any subject or matter covered herein during the term of this agreement. Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Section 2 — Fair Labor Standards Act Provisions

Work Period

The work period for all employees within the bargaining group shall be seven (7) days in length commencing on Sunday, June 16, 1985, at 12:01 A.M.

Overtime

- A. All employees required to perform in excess of the standard work period of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include bilingual pay.
- B. In lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, an employee may elect the option of earning compensatory time, and shall have a cap of forty (40) hours placed on the accrual of compensatory time off.

The time during which an employee may take his/her compensatory time shall be approved by the appointing authority with due regard for the wishes of the employee and for the needs of the service.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time of forty (40) hours or less at his/her straight time hourly base rate.

- C. Effective November 7, 2004, in determining an employee's eligibility for overtime compensation in a work period, sick leave and unpaid leaves of absences shall be excluded from the total hours worked.
- D. All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

Employees are cautioned not to spend excessive amounts of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

- E. Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing one-half ($\frac{1}{2}$) hour before he/she reports to duty. Any hours worked in excess of two (2) hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever; however any time that involves driving after reporting to the work site will be compensable under this Agreement. Call back duty hours will be compensated at a premium overtime rate, irrespective of the total paid leave exclusions for the work period.

Effective July 3, 2005, an employee called back to duty shall be credited with a minimum of three (3) hours work commencing one-half (½) hour before he/she reports to duty. Any hours worked in excess of three (3) hours shall be credited on an hour-for-hour basis for actual time worked.

- F. Work performed at the Baldwin Park Anniversary Parade, "4th of July", Cinco de Mayo/Open House events will be compensated at a premium overtime rate, irrespective of the total paid leave exclusions for the work period.
- G. Non-mandatory attendance at training schools/facilities which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus twenty four (24) hours a day.

Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

- H. Employees may be provided with a locker for their own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Time spent in changing clothes before or after a shift, or during lunch, is not considered hours worked and is not compensable in any manner whatsoever.

Section 3 — Work Schedules

Experimental Alternative Work Schedules

The City agreed to implement an experimental 9/80 plan for all employees assigned to the Maintenance Facility effective April 12, 1993.

The Union recognizes that the City may, at its sole discretion, end the 9/80 plan upon reasonable notification to the Union. The termination of such plan(s) is not subject to the grievance process or any other administrative review. The Union recognizes that the 9/80 plan is not a vested right in any manner, and that the termination of such 9/80 plan is not subject to the meet and confer process or meet and consult process.

The Union further recognizes that the implementation of the 9/80 plan does not create any additional overtime obligation for the City under the Fair Labor Standards Act.

The City may adjust employees work periods as necessary so that their forty (40) hours of scheduled work does not overlap into another work period to avoid an overtime obligation.

The City does agree, however, that, should the 9/80 experimental work schedule be terminated, the benefit levels/accruals and working conditions that were modified to accommodate the alternate work schedule(s) will revert to the levels/accruals and working conditions in existence prior to September 27, 1992.

Workday — Maintenance Employees

Employees assigned to the Maintenance Sections shall have a standard Monday through Thursday workday consisting of nine and one-half (9½) hours, nine (9) hours of work time and thirty (30) minutes as a non-paid unrestricted meal period. Employees shall have a standard Friday workday consisting of eight and one-half (8½) hours, eight (8) hours of work time and thirty (30) minutes as a non-paid unrestricted meal period.

Employees will be provided two (2) fifteen (15) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the half scheduled workday within which the break period occurs, nor may it be used to extend lunch or shorten the workday.

Section 4 — Attendance and Leaves

Hours of Work — Maintenance Employees

Employees assigned to a 9/80 work week shall normally work Monday through Thursday, 6:30 A.M. to 4:00 P.M. and on each scheduled Friday shall work, 6:30 A.M. to 3:00 P.M., however, employees may work a flexible 9/80 plan dependent upon their work assignment.

Sick Leave

Effective October 1, 1994, each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate

and placed into a sick leave hours bank to be paid at 75% of the total value, with the timing and methods of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

Annual Sick Leave Incentive

Sick leave shall accrue on an hourly basis of eight (8) hours per month and shall be debited on an hourly basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 75% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

Vacation

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the department head use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year.

Effective July 3, 2005, the maximum accrual of vacation leave that may be accumulated shall be as follows:

1. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year), the maximum amount of vacation that may be accumulated shall be 192 hours.

2. Employees having more than five (5) years but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
3. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.
4. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.
5. Employees having more than twenty (20) years of employment (vacation accrual = 192 hours per year), the maximum amount of vacation that may be accumulated shall be 384 hours.

If an employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to and approval of the department head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.

Employees will be notified on a quarterly basis of their current and potential maximum vacation hours accrual for the calendar year to assist them in the reduction of excess accrued vacation hours.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended or credited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

Holidays

Maintenance Employees on a 9/80 Work Schedule

The following days shall be observed as holidays:

January 1st; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; the day following the fourth Thursday in November; December 24th; December 25th, and such other days as may be designated as holidays by motion of the City Council.

If any of the foregoing holidays falls on a Saturday, the holiday will not be observed on the preceding Friday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

Floating Holidays

Maintenance Employees on a 9/80 Work Schedule

On January 1 of each year, each affected employee will be credited with two (2) nine (9) hour of leave for a total of eighteen (18) hours.

Holiday Bank

At the beginning of each calendar year, the City will determine how many of the above holidays fall on non-regularly scheduled work days, as determined by an employee's assigned work schedule, and the employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). On a 9/80 work schedule, an employee's assigned work schedule will determine their "Friday." "Fridays" are computed as an eight (8) hour work day. In the event of a holiday falling on a "Friday," an employee will be credited with one (1) hour of holiday time ("holiday bank").

The actual date for the use of such leave shall be subject to the approval of the employee's department head. For employees working a 4/10 work schedule, this leave shall be used in increments of ten (10) hours. For employees working a 9/80 work schedule this leave shall be used in increments equivalent to the work day being requested for time off, i.e., a standard nine (9) hour work day or a "Friday" eight (8) hour work day. Employees may be permitted to take holiday leave in hourly increments.

Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to and approval of the department head, an employee may be paid for any excess hours over their maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's

holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

Bereavement Leave

Each affected employee in the covered classifications shall receive the equivalent of one workweek of the affected employee per incident, as needed, because of a death (a qualifying incident) in the immediate family. Immediate family shall mean and include only the employee's spouse, children, step-children, grandchildren, foster children, parents, brothers, sisters, grandparents, State Registered Domestic Partner, spouse's parents, and spouse's grandparents. Said time will not be cumulative from one twelve (12) month period to another. Further, if a full workweek of bereavement leave is not used in connection with any one qualifying incident, the unused but formerly available bereavement leave shall not be converted to cash or otherwise remain available for use at any time. Bereavement leave shall not exceed a total of forty-four (44) regular scheduled work hours, per incident.

Where a qualifying incident occurs, use of the bereavement leave shall commence not later than two weeks after occurrence of the qualifying incident.

Military Leave

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employees regularly scheduled forty (40) hour work week.

Jury Duty

An employee granted jury duty leave pursuant to Section 11.7 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employees regularly scheduled forty (40) hour work week.

Training/Conference Leave

When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00 A.M. to 5:00 P.M., Monday through Friday, so there is no issue that he/she is eligible for overtime while attending the conference or training.

Injury on Duty

While any employee is on "injury on duty" status, his/her work hours will be 8:00 A.M. to 5:00 P.M., Monday through Friday, so there is no issue that he/she is eligible for overtime while receiving treatment or keeping doctor's appointments.

Industrial Injury Benefits

When an employee is disabled by injury or illness arising out of or in the course of his/her duties, he/she shall be entitled to full salary leave for the period of such injury or illness until such time that they return to work; are determined as medically permanent and stationary by a City designated doctor; placed in an approved rehabilitation program; or retired in accordance with established regulations of the Public Employees' Retirement System. Notwithstanding the above language, such leave shall not exceed one (1) year.

An employee while on such full salary leave status shall accrue vacation and sick leave and receive general salary increases approved for the classification as if he/she were actually performing his/her duties.

If, during such full salary leave status, an employee is capable of performing on a restricted/light duty basis and the needs of the department are such, the appointing authority may approve a temporary modified status for the employee until the employee's permanent status is determined.

Section 5 — Direct Wage Payments

Salary

Effective July 1, 2004, a Seven-Step Compensation Plan (5% between steps) shall be adopted by the City Council and made a part hereof, and will be on file with the Human Resources Manager or designated representative(s). Such Compensation Plan may be amended or revised at the discretion of the City Council subject to the meet and confer process.

Employees who receive a minimum overall performance rating of "Competent" up to a maximum overall performance rating of "Superior" shall be eligible to receive a one (1) step advancement within their classification.

Those employees that are "Y-rated" will also remain at their current salary level until such time as the established salary for their assigned classification equals or exceeds their current salary, after which they will be eligible for salary increases, as may be granted.

Effective upon the City's adoption of this Memorandum of Understanding with SEIU Local 721, the City will provide for a 5% equivalent unadjusted base salary increase to the seven-step compensation plan for the offset to the employee contribution to CalPERS as outlined in Section 5, "Retirement."

In addition to the 5% equivalent offset base salary increase, the following unadjusted base salary increases shall be provided to all represented employees of this Association:

- a) Retro-active to the first payroll period commencing on or after July 1, 2014 – 1%
- b) Retro- active to the first payroll period commencing on or after January 1, 2015 – 2%
- c) Effective the first payroll period commencing on or after July 1, 2015 – 2%
- d) Effective the first payroll period commencing on or after July 1, 2016 – 2%

Section 6 – Insurance/Supplemental Wage Payments

Life Insurance

The City will provide term life insurance in the face amount of \$50,000 effective November 1, 2004.

Vision Plan Coverage

The City will provide a vision plan to all affected employees and will contribute up to a maximum premium cost of \$34.05 per month. Any premium increase in excess of \$34.05 per month shall be absorbed by the employee.

Health Insurance

Effective January 1, 2015, the City will pay up to a maximum of \$950.00 per month, towards a current available City-provided health plan of the employee's choice. Any premium in excess of \$950.00 per month shall be absorbed by the employee. The health

plan coverage year, as determined by the Public Employees' Retirement System, runs from January 1 through December 31 of each calendar year.

Retiree Health Insurance

All employees hired on or after July 1, 2006, and who subsequently retire after this date, will receive health benefits under the California Public Employees Retirement System for single-party coverage only. Any premiums for dependent coverage must be paid by the retiree.

Each full-time employee hired prior to July 1, 2006, who subsequently retires from the City, will receive health benefits under the California Public Employees Retirement System not to exceed \$550.00 per month. Any premium in excess of \$550.00 per month shall be absorbed by the retiree. Effective July 3, 2005 the City paid retiree health benefit was increased to \$618.00. Effective July 1, 2015, the maximum City paid retiree health benefit for those employees hired prior to July 1, 2015, shall be increased to \$718.00 per month. Any premium in excess of \$718.00 shall be absorbed by the retiree.

Employees Hired Before July 1, 2015

For all employees hired prior to July 1, 2015, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892 and the premium cost for retiree plus one not to exceed \$718/month coverage in the retiree's chosen medical plan

Employees Hired On or After July 1, 2015

For all employees hired on or after July 1, 2015, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will make a contribution to the retiree's individual health reimbursement account, or similar reimbursement plan, based upon the employee's years of service to the City as follows:

6 to 10 full years of service:	20% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.
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11 to 15 full years of service:	40% of the premium cost for retiree only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.
16 to 20 full years of service:	60% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.
21 to 25 full years of service:	80% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.
26 full years of service or more:	100% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.

Dental Insurance

The City will contribute up to a maximum premium cost of \$52.00 per month for each classification represented by the Union, toward the City provided dental program. A premium increase in excess of \$52.00 per month shall be absorbed by the employee.

Retirement

1. Retirement Formula:

Classic members: the City will contract with the Public Employees' Retirement System (PERS) to provide benefits at the "2.7% at 55" formula for the Local Miscellaneous Employees and to incorporate employee shared participation towards the contributions of said retirement benefit. The period for determining the average monthly pay rate when calculating retirement benefits shall be the average of the twelve (12) highest paid consecutive months.

New members: Unit members who meet the definition of a "new member" as defined by the Public Employees' Pension Reform Act ("PEPRA") and are hired on or after January 1, 2013, shall be placed in a "2% at 62" formula, as set forth in Gov't Code Section 7522.20.

Unit members who meet the definition of a "new member" (as defined by PEPPRA) and are hired on or after January 1, 2013, shall have the period for determining the average monthly pay rate when calculating retirement benefits changed to the 36 highest paid consecutive months (applicable only to members retiring or whose retirement occurs after the effective date of the contract.)

2. Employee Contribution Rates:

Current aka "Classic" CalPERS members: Effective upon the City's adoption of this Memorandum of Understanding with SEIU Local 721, all unit members agree to pay 100% of the employee's 8% share for the PERS retirement contribution. On July 1, 2015 City shall offset each employee's 5% of base salary amount that each employee pays as his or her CalPERS contribution by increasing each employee's base salary by an amount equal to each employee's 5% CalPERS contribution ("CalPERS offset") provided that the effective date of the offset shall occur when CalPERS approves or implements the offset.

New Members: The City agrees that "New Members" as defined by PEPPRA, which are hired on or after January 1, 2013, shall contribute 6.25% of their compensation into CalPERS. The member contribution rate may change over time; the current rate was set at 50% of the expected total normal cost rate for the benefits that will apply to new miscellaneous members on January 1, 2013, rounded to the nearest one quarter of one percent (.25%). The total normal cost rate used for this calculation is 12.5% of payroll.

Long-Term Disability

The City will provide a long-term disability insurance program as set forth in the plan on file in the Personnel Services Office. Effective March 1, 1993, the plan will be amended to provide benefits commencing on the 31st day of non-work related injury or illness and employees will be eligible to receive a maximum benefit of 66⅔% of their current base salary up to a maximum of \$5,000 per month.

Bilingual Pay

Effective the first payroll period commencing on or after July 1, 2008, the City shall pay one hundred dollars (\$100.00) per month to a person who is capable of speaking, reading, writing and/or interpreting the languages of Spanish, Chinese, Japanese, Vietnamese, Tagalog, Armenian, Farsi and American Sign Language (ALS). Qualifying tests established by the City shall make the determination of capability.

License/ Certification Pay

Effective upon ratification of this Memorandum of Understanding with SEIU Local 721, each unit member who has the following licenses and/or certificates shall be compensated an additional \$150.00 monthly. Such compensation shall be limited to the number of employees as follows:

- A. Class A or B California Driver's License: Any employee who currently maintains this license.
- B. QAC (Qualified Applicator Certificate): Two employees maximum at any one time, with rotation if more than two are qualified.
- C. PCA (Pest Control Applicator): Two employees maximum at any one time, with rotation if more than two are qualified.
- D. ASE (Automotive Service Excellence): Any employee in fleet.
- E. Backflow Certification: One employee maximum at any one time, with rotation if more than one is qualified.

Each unit member agrees that, in order to receive the license or certificate pay, the member must be assigned to the division which would benefit by use of the license and/or certificate. Each unit member agrees that employees shall be selected for and be removed from license/certification pay by the Director of Public Works. Employees shall not acquire vested property rights to the listed pays as stated above. The Director of Public Works reserves the right to schedule hours of assigned personnel as he deems necessary.

Specialty Assignment Pay

Effective upon ratification of this Memorandum of Understanding with SEIU Local 721, each unit member who is assigned to the graffiti crew shall be compensated an additional \$150.00 per month. Each unit member agrees that employees shall be selected for and be removed from assignments by the Director of Public Works. When the number of employees exceeds the maximums listed above, the Director of Public Works will develop a rotation schedule for the License/Certification pays. Employees shall not acquire vested property rights to the assignments or the pay attached thereto. The Director of Public Works reserves the right to schedule hours of assigned personnel and any rotation schedule as he deems necessary.

Acting Pay

Section 4.4 of the Personnel Rules shall be modified by this Agreement to provide acting pay after three (3) work weeks, from the date the employee was placed in the acting capacity. The work week is defined as Monday through Friday. All other provisions of Section 4.4 shall remain in their current form. This amendment of Section 4.4 shall apply only to the members of the S.E.1.U. Local 721, General Maintenance Employees Bargaining Unit.

Work Boots

The City will provide a voucher system to all affected covered maintenance classifications, each fiscal year for the purchase, or repair and maintenance of O.S.H.A. approved work boots. Effective July 1, 2015, through the voucher system, each covered maintenance employee may expend up to a maximum of \$300.00 per fiscal year for the purchase or repair of work boots. Any excess may be used for socks, support hose or other footwear accessories. Each employee shall purchase a minimum of two (2) pair of work boots per fiscal year. Any amount exceeding \$300.00 per fiscal year shall be the responsibility of the employee.

All affected covered maintenance employees being provided such O.S.H.A. approved work boots, will be required to wear such boots during their assigned work hours.

Each covered maintenance employee may use up to one (1) hour of scheduled work time, upon request to and approval from their assigned Public Works Supervisor, to travel to the vendor store to purchase their O.S.H.A. approved work boots.

Details of the process are set forth in Exhibit B side letter dated September 15, 2004.

Section 7 — Policies and Procedures

Contracting Outside Work

It is agreed that the City may utilize outside contractors for the performance of maintenance functions. However, no maintenance employee will be laid off as a result of utilizing any outside contractor for the duration of this MOU.

Written Warnings/Reprimands

Written warnings/reprimands issued pursuant to Section 14 of the Personnel Rules and Regulations shall not be subject to advisory arbitration. The final step of administrative

appeal shall be the Executive Team. An employee shall have the right to attach a written rebuttal to any written warning/reprimand placed in his/her personnel file.

A written warning/reprimand may be removed from an employee's official personnel file, upon written request to the Personnel Officer. The Personnel Officer shall review the official personnel file and, if the employee has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of five (5) years from the date the most recent notice was issued or management action taken, said written warning/reprimand may be removed from the employee's official personnel file.

Strenuous Activity

When feasible, the City will make efforts to minimize strenuous outdoor activity during periods of high smog and/or heat. The final determination as to what tasks are to be reduced and/or performed is to be made by the City.

Organizational Security

The City and the Union did conduct an election among its bargaining unit membership on the issue of agency shop. Such provision was implemented upon receipt of a majority vote of all covered bargaining unit employees. Therefore, the following provisions will be implemented.

The City and the Union recognize the rights of employees to freely form, join, and participate in activities of the employee organization.

1. All current employees, in covered classifications, represented by the Union, who are not members of the Union shall, within thirty (30) days from the date of notification of election results, elect to become members of the Union or pay to the Union a service fee in an amount equal to unified membership dues, initiation fees, and general assessments. No portion of this service fee shall be used for political purposes.

All new employees, in covered classifications represented by the Union, within thirty (30) days from the date they commence their assigned duties shall either become members of the Union or pay to the Union a service fee in an amount equal to unified membership dues, initiation fees, and general assessments. No portion of this service fee shall be used for political purposes.

The Union shall keep an adequate itemized record of its financial transaction and shall make a detailed written financial report available to the City and to all unit

employees annually. The Union certifies that it has adopted, implemented, and will maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the uses to which service fee funds are put in accordance with the decision of the U.S. Supreme Court in *Chicago Teachers Union, Local #1, AFT, AFL-CIO, et al. v. Hudson*, 106 S. Ct. 1066 (1986).

2. The City shall deduct Union dues/service fees on a biweekly payroll basis for employees in covered classifications represented by the Union. The form for this purpose shall be provided by the Union and the amounts to be deducted shall be certified to the City by the appropriate Union official(s). Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City shall not make payroll deductions from employees who are in an unpaid status.

Such deductions will be remitted to the Union in one lump sum within thirty (30) days of the conclusion of the month in which said dues/service fees are deducted.

The City will provide the Union with the name and home address of each employee in covered classifications represented by the Union.

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of these provisions.

3. An employee in a covered classification represented by the Union, who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment, except that such employee shall have deducted, in lieu of the service fee, a sum equal to such service fee to be paid to a nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee through the United Way Fund.

Such employees shall submit annually to the Union a written request for exemption. If a reasonable doubt exists as to the validity of the employee's membership in the stated religious body, the employee shall submit written verification of membership from the religious body.

4. The agency shop provisions herein may be rescinded by a majority vote of the bargaining unit membership.

Voluntary Political Contributions

The City agrees to allow bargaining unit maintenance employees to make voluntary political contributions to the Local 721 Political Action Committee through payroll deduction. Any employee interested in making such contributions shall authorize the City, in writing, on a form, provided by the Local 721 Political Action Committee, which clearly indicates that funds will be used for political activities and that the contribution is voluntary in nature. The Union will abide by all Federal and State laws relating to such contributions and indemnify the City in the event of litigation.

Layoff Policy

The parties agree to continue the 1998/99 meet and confer process on the City's current Layoff Policy, contained in Section 13 of the Personnel Rules, commencing no later than January 1, 1999. Any language changes to the current Section will be submitted by the Union prior to the commencement of the meet and confer process.

Emergency Preparedness Policy

The parties agree to continue the 1998/99 meet and confer process on the "Emergency Preparedness Policy", commencing no later than January 1, 1999, including specifics as to when bargaining unit members should respond before or after their normal work shift.

Personnel Rules Additions

The City has drafted new or revised policies related to Workplace Harassment and Workplace Violence. The bargaining unit has had the opportunity to discuss the policies and provide their comments, to reach agreement on the language content, and agree that failure to reach agreement shall not prevent the City from unilaterally adopting these policies. Unilateral adoption by the City will not be subject to any appeal process, including the grievance process.

Labor/Management Committee

The City agrees to maintain a labor/management committee for discussion of general issues of mutual concern to the City and the Union.

During the term of the MOU the parties agree to participate in meetings, the purpose of which shall be to explore alternative health insurance plans and programs which can provide coverage equal to or greater than that which is presently available, but at a cost to both the City and the employee which is less than the cost presently contributed to by

the City and/or the employee. The meetings shall not address issues regarding increased City-funded contributions to the employee or employer purchase of medical/health coverage.

City Safety Committee

The City agrees to establish a city-wide safety committee. The establishment of the committee and selection of representatives to the committee will be accomplished through further informal discussions with the Union.

Grievance Procedure Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of this City, are not within the scope of this procedure.

Section 15 of the Personnel Rules shall be modified by this agreement to provide the utilization of the grievance procedure for those employees who receive performance evaluations rated at the level of marginal and/or unsatisfactory. This amendment of Section 15 shall apply only to the members of the general maintenance employees bargaining unit.

Procedure

1. Informal Resolution: Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervisor. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The immediate supervisor shall respond, in writing, within (7) calendar days of the discussion with the grievant. If the immediate supervisor does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, request and be granted an interview with the division head, if one exists, in order to discuss the grievance. The Division Head shall schedule an interview within five (5) calendar days of the grievant's request. After the interview, the Division Head shall respond, in writing, within seven (7) calendar days of the interview with the Grievant. If the division head does not respond within such time limit, the grievant shall be entitled to process the grievance to the next step.
3. If the division head and employee cannot reach a solution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the appointing authority. The appointing authority, or its representative, shall scheduled an interview within five (5) calendar days of the grievant's request.
4. The appointing authority shall render his/her decision in writing within fifteen (15) calendar days of receiving the appeal. If the appointing authority and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the appointing authority, submit a written appeal to the Executive Team.
5. The Executive Team shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal, the response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative state of review.
6. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the Executive Team fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.
7. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. Employees shall be assured freedom from reprisal for using the grievance procedure.

Standard Grievance Form

The City and the Union agree to create, prepare and implement a standard grievance form for use by all affected classifications represented by the Union.

American's With Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Union recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Union will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Union with written notice of its intent to set aside the provision, and will allow the Union the opportunity to discuss options to setting aside of any provision.

Pre-Employment — Alcohol and Drug Testing

The parties agree that all new hires represented by the general maintenance employees bargaining unit, effective the date this agreement is signed, will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

Alcohol and Drug Abuse Policy

Purpose

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties

safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

Policy

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, or while on duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foresee ably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

Application

This policy applies to all employees of the City of Baldwin Park. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

Employee Responsibilities

An employee must:

1. Refrain from the use of, or possession of, illegal drugs or narcotics while on duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;

3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at anytime while on city property;
4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty;
5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment;
6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
7. Report to the supervisor when they have knowledge of objective evidence other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Management Responsibilities

1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Information is to be distributed through the Personnel Services office.
4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.

5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files.
6. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.
7. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, and Personnel Officer.

Smoke Free Workplace

Section 18, of the Personnel Rules and regulations, relating to smoking in the City workplace will be amended to read as follows:

18.1 Purpose

The purpose of this policy is to set forth City Council direction in regard to smoking by City employees in City facilities and to encourage non-smoking by City employees in the workplace. This policy is necessary because such smoking is recognized as a hazard to the health of smokers and non-smokers alike.

All employees must be aware of the provisions of City Council Ordinance No. 1232 which prohibits smoking by anyone in and around City-owned premises and public parks and other recreational facilities.

City owned premises is defined as a building or site owned and occupied, or leased and occupied, by the City of Baldwin Park for any municipal function, and includes the entire site of the City-owned premises and all structures thereon, City owned premises shall not include any public sidewalk adjacent to the site or City-owned premises, nor any building owned in part by the Baldwin Park Redevelopment Agency which is also partly owned by private individuals or an Owner Participation Agreement. City-owned premises include, but are not limited to, City Hall, the City Yard, and the site occupied by the City Housing Authority.

Public Park means any park, roadside rest, or other site designated by the City of Baldwin Park for any recreational purpose which is owned, managed or controlled by the City, and includes the entire site of the public park, all structures thereon, and

any public sidewalk adjacent to that site. Public park includes, but is not limited to, the Julia McNeill Senior Center, the Esther Snyder Community Center, Morgan Park, Barnes Park, Hilda Solis Park, Walnut Creek Nature Park, and the Baldwin Park Teen Center and Skate Park.

This policy governs all areas of city-owned buildings not considered to be public access areas and not therefore, governed by Ordinance No. 1232. These areas would include employee offices, rooms or hallways not normally open to the public, employee lounges and kitchens, lunchrooms and employee break rooms, workstations, locker rooms, city vehicles and other common employee areas.

Smoke or Smoking is defined as the burning of any form of tobacco, in a pipe, cigar or cigarette or any other device used for the burning of tobacco or other similar combustible material, so that the person in possession thereof can inhale and exhale the smoke therefrom.

18.2 Policy

(This policy will supersede the policy effective September 7, 1989)

Effective January 1, 1995, smoking in all areas of city-owned buildings and city-owned vehicles is prohibited. Should any dispute arise from this policy, it shall be directed to the Executive Team.

18.3 Procedure

The Maintenance Division shall be responsible for posting and maintaining all public signs in accordance with the standards approved by the Executive Team.

Those managers and supervisors closest to employee work sites are hereby charged with the implementation of and compliance with this policy. The Executive Team is ultimately responsible for such implementation and compliance. The Human Resources Manager shall be responsible for updating this policy as necessary and communicating this policy to all employees.

No person shall discharge, discipline or in any manner retaliate against any employee because such employee exercises any rights afforded by this policy.

Tuition Reimbursement

Effective the first payroll period commencing on or after July 1, 2008, Section 2.8 of the City Personnel Rules and Regulations shall be amended to provide that the tuition

reimbursement described therein shall allow for reimbursement eligibility for full time sworn employees who have passed original probation in an amount not to exceed \$2,000, and that the reimbursement eligibility for full time non-sworn police department employees who have passed original probation shall be in an amount not to exceed \$1,500 per fiscal year.

Personnel Rule § 2.8 shall be concurrently amended to provide that tuition reimbursement shall be allowed only as regards courses provided by an accredited college or university and in a field in study reasonably related to the employee's duties and which are deemed appropriate by the Executive Team.

Limited Re-Opener

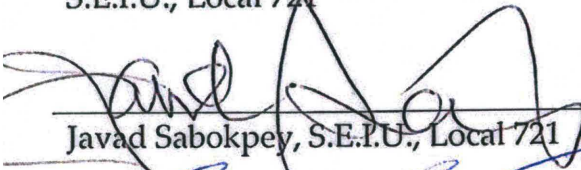
The City proposes a reopener during the term of the MOU which shall be limited to proposed modifications in existing MOU language. The reopener shall not result in any increase or decrease in compensation, but shall be utilized to address any MOU ambiguities and/or non-compensation related policies and procedures. The City shall provide written notice to SEIU Local 721 of its intent to invoke this section, and a description of the precise language changes that are proposed.

City-proposed language changes shall not be implemented without completion of the meet and confer process and as appropriate, completion of any impasse-resolution procedures.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

GENERAL UNIT OF EMPLOYEES
CITY OF BALDWIN PARK
S.E.I.U., Local 721

CITY OF BALDWIN PARK

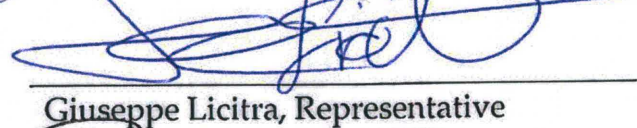

Javad Sabokpey, S.E.I.U., Local 721

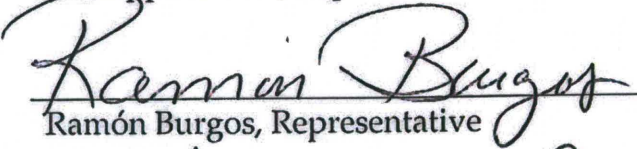

Manuel Lozano, Mayor


Gus Martinez, Representative


Date

July 15, 2015


Giuseppe Licitra, Representative


Ramón Burgos, Representative


George Martinez, Representative


Fernando Rubio, Representative

Date

Approved as to form:


Jose Luis Martinez, SEIU 721

Negotiator

EXHIBIT B



CITY OF BALDWIN PARK MEMORANDUM

TO: SEIU Maintenance Group

FROM: Gina Knight, Personnel/Risk Manager

DATE: September 15, 2004

SUBJECT: Clarification regarding work boots purchase

Section 7 of the MOU between the SEIU Maintenance Group and the City provides a voucher system to all affected covered maintenance classifications for the purchase of OSHA approved work boots. Each covered employee may expend up to a maximum of \$200.00 each fiscal year. The City has made arrangements With Red Wing in Covina to allow covered employees to purchase their OSHA approved work boots.

On April 5, 2001, during the meet and confer process, it was agreed to amend the existing boot purchase provision of Section 7 of the MOU. Employees may still purchase their work boots through Red Wing, however, in regards to personal preference, employees may purchase OSHA approved work boots through a vendor of their choice. The work boots must meet OSHA standards for the duties performed by the employee. Furthermore, the employee will wear steel-toe work boots if required by their job duties and in regards to safety. It is not mandatory to wear steel-toe boots. The employee shall pay out of pocket for their work boots. In order to receive reimbursement, the employee shall submit a reimbursement form along with a receipt to their supervisor for approval.

cc: Shatique Naiyer, Director of Public Works
Art Castellano, Public Works Operations Supervisor
Jim Dart, Public Works Operations Supervisor
Wendy Harris, Public Works Operations Supervisor
Alice Nichols, Management Assistant

EXHIBIT C

LETTER OF INTENT

CITY OF BALDWIN PARK

MEMORANDUM OF UNDERSTANDING

2004 – 2007

The City of Baldwin Park and the General Unit of Maintenance Employees, S.E.I.U. Local 347 agree to the following during the term of this Memorandum of Understanding,

- 1, The City agrees that the Joint Labor Management Committee (JLMBC) shall meet and confer on the grievance procedure (pursuant to Meyers-Milias-Brown Act) commencing November 2004.
2. The City agrees to meet and confer on the sick leave incentive program.

For S.E.I.U.

For the City of Baldwin Park

James E. Washington
Representative

Gina Knight,
Personnel/Risk Manager

Date

Date

EXHIBIT D

CITY OF BALDWIN PARK

MEMORANDUM OF UNDERSTANDING

2007 – 2008

Actuarial Study for General Unit of Maintenance Employees

The City agrees to conduct an actuarial study on Retiree Health Care, to review the actual cost to the City for providing said benefits to those, employed who have retiree health care for their spouses. The City shall initiate the actuarial study within 60 days of the formal adoption of the 2007-2008 MOU and upon completion of the study the City shall provide a copy of the actuarial study to the Union and its representatives within seven days of receiving the report.

EXHIBIT E

LETTER OF INTENT

CITY OF BALDWIN PARK

MEMORANUDM OF UNDERSTANDING

2008 – 2010

The City of Baldwin Park and the General Unit of Maintenance Employees, SEIU Local 721 agree to the following during the term of this Memorandum of Understanding:

In accordance with Resolution Number 94-67, a resolution of the City Council of the City of Baldwin Park establishing the reporting of the value of the employer paid member contributions as compensation using the special compensation approach (Government Code Section 20023 (C)(4):

The following is a statement of the change in reporting compensation to PERS:

“The City of Baldwin Park elected to pay 7% normal member contributions as employer paid members contributions (EPMC) and report same percent to PERS as compensation”.

CITY OF BAYVIEW MANITOWISH
EXHIBIT F
General Unit of Maintenance Employees
(SEIU)

Effective July 1, 2014

Job Number	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40061	Equipment Mechanic							
	hourly	\$17.60	\$18.48	\$19.40	\$20.37	\$21.39	\$22.46	\$23.58
	monthly	\$3,049.85	\$3,202.35	\$3,362.46	\$3,530.59	\$3,707.12	\$3,892.47	\$4,087.10
	annual	\$36,598.25	\$38,428.16	\$40,349.57	\$42,367.05	\$44,485.40	\$46,709.67	\$49,045.15
40054	Maintenance Worker I							
	hourly	\$14.83	\$15.57	\$16.35	\$17.17	\$18.03	\$18.93	\$19.87
	monthly	\$2,570.43	\$2,698.96	\$2,833.90	\$2,975.60	\$3,124.38	\$3,280.60	\$3,444.63
	annual	\$30,845.21	\$32,387.47	\$34,006.84	\$35,707.18	\$37,492.54	\$39,367.17	\$41,335.53
40055	Maintenance Worker II							
	hourly	\$16.31	\$17.13	\$17.98	\$18.88	\$19.83	\$20.82	\$21.86
	monthly	\$2,827.52	\$2,968.90	\$3,117.34	\$3,273.21	\$3,436.87	\$3,608.71	\$3,789.15
	annual	\$33,930.23	\$35,626.74	\$37,408.08	\$39,278.48	\$41,242.41	\$43,304.53	\$45,469.75
80021	Public Works Supervisor							
	hourly	\$24.72	\$25.96	\$27.26	\$28.62	\$30.05	\$31.55	\$33.13
	monthly	\$4,285.42	\$4,499.69	\$4,724.68	\$4,960.91	\$5,208.60	\$5,469.40	\$5,742.88
	annual	\$51,425.06	\$53,996.32	\$56,696.13	\$59,530.94	\$62,507.49	\$65,632.86	\$68,914.50
40053	Senior Equipment Mechanic							
	hourly	\$19.35	\$20.32	\$21.34	\$22.41	\$23.53	\$24.70	\$25.94
	monthly	\$3,354.84	\$3,522.58	\$3,698.71	\$3,883.64	\$4,077.83	\$4,281.72	\$4,495.80
	annual	\$40,258.05	\$42,270.95	\$44,384.50	\$46,603.73	\$48,933.91	\$51,380.61	\$53,949.64
40060	Senior Maintenance Worker							
	hourly	\$18.01	\$18.91	\$19.85	\$20.84	\$21.89	\$22.98	\$24.13
	monthly	\$3,121.09	\$3,277.14	\$3,441.00	\$3,613.05	\$3,793.70	\$3,983.39	\$4,182.56
	annual	\$37,453.06	\$39,325.72	\$41,292.00	\$43,356.60	\$45,524.43	\$47,800.65	\$50,190.69
40062	Street Sweeper Operator							
	hourly	\$16.72	\$17.56	\$18.43	\$19.36	\$20.32	\$21.34	\$22.41
	monthly	\$2,898.18	\$3,043.08	\$3,195.24	\$3,355.00	\$3,522.75	\$3,698.89	\$3,883.83
	annual	\$34,778.11	\$36,517.02	\$38,342.87	\$40,260.01	\$42,273.01	\$44,386.67	\$46,606.00

CITY OF BAYVIEW PARK

General Unit of Maintenance Employees (SEIU)

Effective January 1, 2015

Job Number	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40061	Equipment Mechanic							
	hourly	\$17.95	\$18.84	\$19.79	\$20.78	\$21.81	\$22.91	\$24.05
	monthly	\$3,110.85	\$3,266.39	\$3,429.71	\$3,601.20	\$3,781.26	\$3,970.32	\$4,168.84
	annual	\$37,330.21	\$39,196.72	\$41,156.56	\$43,214.39	\$45,375.11	\$47,643.86	\$50,026.05
40054	Maintenance Worker I							
	hourly	\$15.13	\$15.88	\$16.68	\$17.51	\$18.39	\$19.31	\$20.27
	monthly	\$2,621.84	\$2,752.93	\$2,890.58	\$3,035.11	\$3,186.87	\$3,346.21	\$3,513.52
	annual	\$31,462.11	\$33,035.22	\$34,686.98	\$36,421.33	\$38,242.39	\$40,154.51	\$42,162.24
40055	Maintenance Worker II							
	hourly	\$16.64	\$17.47	\$18.34	\$19.26	\$20.22	\$21.24	\$22.30
	monthly	\$2,884.07	\$3,028.27	\$3,179.69	\$3,338.67	\$3,505.60	\$3,680.88	\$3,864.93
	annual	\$34,608.84	\$36,339.28	\$38,156.24	\$40,064.05	\$42,067.26	\$44,170.62	\$46,379.15
80021	Public Works Supervisor							
	hourly	\$25.22	\$26.48	\$27.80	\$29.19	\$30.65	\$32.19	\$33.79
	monthly	\$4,371.13	\$4,589.69	\$4,819.17	\$5,060.13	\$5,313.14	\$5,578.79	\$5,857.73
	annual	\$52,453.56	\$55,076.24	\$57,830.05	\$60,721.56	\$63,757.64	\$66,945.52	\$70,292.79
40053	Senior Equipment Mechanic							
	hourly	\$19.74	\$20.73	\$21.77	\$22.85	\$24.00	\$25.20	\$26.46
	monthly	\$3,421.93	\$3,593.03	\$3,772.68	\$3,961.32	\$4,159.38	\$4,367.35	\$4,585.72
	annual	\$41,063.21	\$43,116.37	\$45,272.19	\$47,535.80	\$49,912.59	\$52,408.22	\$55,028.63
40060	Senior Maintenance Worker							
	hourly	\$18.37	\$19.28	\$20.25	\$21.26	\$22.32	\$23.44	\$24.61
	monthly	\$3,183.51	\$3,342.69	\$3,509.82	\$3,685.31	\$3,869.58	\$4,063.06	\$4,266.21
	annual	\$38,202.12	\$40,112.23	\$42,117.84	\$44,223.73	\$46,434.92	\$48,756.67	\$51,194.50
40062	Street Sweeper Operator							
	hourly	\$17.05	\$17.91	\$18.80	\$19.74	\$20.73	\$21.77	\$22.85
	monthly	\$2,956.14	\$3,103.95	\$3,259.14	\$3,422.10	\$3,593.21	\$3,772.87	\$3,961.51
	annual	\$35,473.68	\$37,247.36	\$39,109.73	\$41,065.21	\$43,118.47	\$45,274.40	\$47,538.12

CITY OF BAKERSFIELD

VIN PARK

General Unit of Maintenance Employees
(SEIU)

Effective July 1, 2015

Job Number	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40051	Equipment Mechanic							
	hourly	\$18.31	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53
	monthly	\$3,173.07	\$3,331.72	\$3,498.31	\$3,673.22	\$3,856.88	\$4,049.73	\$4,252.21
	annual	\$38,076.82	\$39,980.66	\$41,979.69	\$44,078.67	\$46,282.61	\$48,596.74	\$51,026.58
40054	Maintenance Worker I							
	hourly	\$15.43	\$16.20	\$17.01	\$17.86	\$18.75	\$19.69	\$20.68
	monthly	\$2,674.28	\$2,807.99	\$2,948.39	\$3,095.81	\$3,250.60	\$3,413.13	\$3,583.79
	annual	\$32,091.35	\$33,695.92	\$35,380.72	\$37,149.75	\$39,007.24	\$40,957.60	\$43,005.48
40055	Maintenance Worker II							
	hourly	\$16.97	\$17.82	\$18.71	\$19.65	\$20.63	\$21.66	\$22.74
	monthly	\$2,941.75	\$3,088.84	\$3,243.28	\$3,405.44	\$3,575.72	\$3,754.50	\$3,942.23
	annual	\$35,301.01	\$37,066.06	\$38,919.37	\$40,865.33	\$42,908.60	\$45,054.03	\$47,306.73
80021	Public Works Supervisor							
	hourly	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83	\$34.47
	monthly	\$4,458.55	\$4,681.48	\$4,915.55	\$5,161.33	\$5,419.40	\$5,690.37	\$5,974.89
	annual	\$53,502.64	\$56,177.77	\$58,986.66	\$61,935.99	\$65,032.79	\$68,284.43	\$71,698.65
40053	Senior Equipment Mechanic							
	hourly	\$20.14	\$21.14	\$22.20	\$23.31	\$24.48	\$25.70	\$26.99
	monthly	\$3,490.37	\$3,664.89	\$3,848.14	\$4,040.54	\$4,242.57	\$4,454.70	\$4,677.43
	annual	\$41,884.48	\$43,978.70	\$46,177.63	\$48,486.52	\$50,910.84	\$53,456.38	\$56,129.20
40060	Senior Maintenance Worker							
	hourly	\$18.73	\$19.67	\$20.65	\$21.69	\$22.77	\$23.91	\$25.10
	monthly	\$3,247.18	\$3,409.54	\$3,580.02	\$3,759.02	\$3,946.97	\$4,144.32	\$4,351.53
	annual	\$38,966.17	\$40,914.47	\$42,960.20	\$45,108.21	\$47,363.62	\$49,731.80	\$52,218.39
40062	Street Sweeper Operator							
	hourly	\$17.40	\$18.27	\$19.18	\$20.14	\$21.14	\$22.20	\$23.31
	monthly	\$3,015.26	\$3,166.03	\$3,324.33	\$3,490.54	\$3,665.07	\$3,848.32	\$4,040.74
	annual	\$36,183.15	\$37,992.31	\$39,891.92	\$41,886.52	\$43,980.84	\$46,179.89	\$48,488.88

CITY OF BALDWIN PARK

General Unit of Maintenance Employees (SEIU)

Effective date coincide with ratification of contract with CalPERS

Job Number	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40061	hourly	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76
	monthly	\$3,331.72	\$3,498.31	\$3,673.22	\$3,856.88	\$4,049.73	\$4,252.21	\$4,464.83
	annual	\$39,980.66	\$41,979.69	\$44,078.67	\$46,282.61	\$48,596.74	\$51,026.58	\$53,577.90
40054	hourly	\$16.20	\$17.01	\$17.86	\$18.75	\$19.69	\$20.68	\$21.71
	monthly	\$2,807.99	\$2,948.39	\$3,095.81	\$3,250.60	\$3,413.13	\$3,583.79	\$3,762.98
	annual	\$33,695.92	\$35,380.72	\$37,149.75	\$39,007.24	\$40,957.60	\$43,005.48	\$45,155.76
40055	hourly	\$17.82	\$18.71	\$19.65	\$20.63	\$21.66	\$22.74	\$23.88
	monthly	\$3,088.84	\$3,243.28	\$3,405.44	\$3,575.72	\$3,754.50	\$3,942.23	\$4,139.34
	annual	\$37,066.06	\$38,919.37	\$40,865.33	\$42,908.60	\$45,054.03	\$47,306.73	\$49,672.07
80021	hourly	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83	\$34.47	\$36.19
	monthly	\$4,681.48	\$4,915.55	\$5,161.33	\$5,419.40	\$5,690.37	\$5,974.89	\$6,273.63
	annual	\$56,177.77	\$58,986.66	\$61,935.99	\$65,032.79	\$68,284.43	\$71,698.65	\$75,283.58
40053	hourly	\$21.14	\$22.20	\$23.31	\$24.48	\$25.70	\$26.99	\$28.33
	monthly	\$3,664.89	\$3,848.14	\$4,040.54	\$4,242.57	\$4,454.70	\$4,677.43	\$4,911.31
	annual	\$43,978.70	\$46,177.63	\$48,486.52	\$50,910.84	\$53,456.38	\$56,129.20	\$58,935.66
40060	hourly	\$19.67	\$20.65	\$21.69	\$22.77	\$23.91	\$25.10	\$26.36
	monthly	\$3,409.54	\$3,580.02	\$3,759.02	\$3,946.97	\$4,144.32	\$4,351.53	\$4,569.11
	annual	\$40,914.47	\$42,960.20	\$45,108.21	\$47,363.62	\$49,731.80	\$52,218.39	\$54,829.31
40062	hourly	\$18.27	\$19.18	\$20.14	\$21.14	\$22.20	\$23.31	\$24.48
	monthly	\$3,166.03	\$3,324.33	\$3,490.54	\$3,665.07	\$3,848.32	\$4,040.74	\$4,242.78
	annual	\$37,992.31	\$39,891.92	\$41,886.52	\$43,980.84	\$46,179.89	\$48,488.88	\$50,913.33

CITY OF BALDWIN PARK

General Unit of Maintenance Employees (SEIU)

Effective July 1, 2016

Job Number	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40061	Equipment Mechanic							
	hourly	\$19.61	\$20.59	\$21.62	\$22.70	\$23.83	\$25.02	\$26.27
	monthly	\$3,398.36	\$3,588.27	\$3,746.69	\$3,934.02	\$4,130.72	\$4,337.26	\$4,554.12
	annual	\$40,780.27	\$42,819.28	\$44,960.25	\$47,208.26	\$49,568.67	\$52,047.11	\$54,649.46
40054	Maintenance Worker I							
	hourly	\$16.52	\$17.35	\$18.22	\$19.13	\$20.08	\$21.09	\$22.14
	monthly	\$2,864.15	\$3,007.36	\$3,157.73	\$3,315.62	\$3,481.40	\$3,655.47	\$3,838.24
	annual	\$34,369.84	\$36,088.33	\$37,892.75	\$39,787.38	\$41,776.75	\$43,865.59	\$46,058.87
40055	Maintenance Worker II							
	hourly	\$18.18	\$19.09	\$20.04	\$21.04	\$22.09	\$23.20	\$24.36
	monthly	\$3,150.62	\$3,308.15	\$3,473.55	\$3,647.23	\$3,829.59	\$4,021.07	\$4,222.13
	annual	\$37,807.38	\$39,697.75	\$41,682.64	\$43,766.77	\$45,955.11	\$48,252.87	\$50,665.51
80021	Public Works Supervisor							
	hourly	\$27.55	\$28.93	\$30.37	\$31.89	\$33.49	\$35.16	\$36.92
	monthly	\$4,775.11	\$5,013.87	\$5,264.56	\$5,527.79	\$5,804.18	\$6,094.39	\$6,399.10
	annual	\$57,301.32	\$60,166.39	\$63,174.71	\$66,333.44	\$69,650.12	\$73,132.62	\$76,789.25
40053	Senior Equipment Mechanic							
	hourly	\$21.57	\$22.64	\$23.78	\$24.97	\$26.21	\$27.52	\$28.90
	monthly	\$3,738.19	\$3,925.10	\$4,121.35	\$4,327.42	\$4,543.79	\$4,770.98	\$5,009.53
	annual	\$44,858.27	\$47,101.19	\$49,456.25	\$51,929.06	\$54,525.51	\$57,251.79	\$60,114.38
40060	Senior Maintenance Worker							
	hourly	\$20.06	\$21.07	\$22.12	\$23.23	\$24.39	\$25.61	\$26.89
	monthly	\$3,477.73	\$3,651.62	\$3,834.20	\$4,025.91	\$4,227.20	\$4,438.56	\$4,660.49
	annual	\$41,732.76	\$43,819.40	\$46,010.37	\$48,310.89	\$50,726.44	\$53,262.76	\$55,925.89
40062	Street Sweeper Operator							
	hourly	\$18.63	\$19.56	\$20.54	\$21.57	\$22.65	\$23.78	\$24.97
	monthly	\$3,229.35	\$3,390.81	\$3,560.35	\$3,738.37	\$3,925.29	\$4,121.55	\$4,327.63
	annual	\$38,752.15	\$40,689.76	\$42,724.25	\$44,860.46	\$47,103.48	\$49,458.66	\$51,931.59

EXHIBIT G

LETTER OF INTENT

CITY OF BALDWIN PARK

MEMORANDUM OF UNDERSTANDING

2014 — 2017

The City of Baldwin Park and the General Unit of Maintenance Employees, SEIU Local 721 agree to the following during the term of this Memorandum of Understanding:

In accordance with Medicare requirements and CalPERS procedures, as a member approaches age 65, a Certification of Medicare Status form will be sent by CalPERS to the member regarding Medicare eligibility and enrollment in Medicare Parts A and B.

The members' eligibility for Medicare and enrollment in a CalPERS Medicare health plan will be determined once the member returns the completed *Certification of Medicare Status* form to CalPERS. This form must be completed by the first day of the month in which they reach age 65. If CalPERS has not received the form by the end of the member's birthday month, CalPERS health coverage for the member and all enrolled dependents will be automatically canceled.

City of Baldwin Park

July 1, 2014, through June 30, 2017



SEIU Local 721

1545 Wilshire Blvd Ste 100

Los Angeles CA 90017-4510

Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

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