

SEIU Local 721
City of Pico Rivera

Parks and Recreation Part-Time Unit
Memorandum of Understanding

**February 1, 2015,
through
June 30, 2017**





MEMORANDUM OF UNDERSTANDING

Between

CITY OF PICO RIVERA

And

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 721 – PARKS AND REC PART-TIME UNIT**

ARTICLE 1
PREAMBLE

This Memorandum of Understanding is made and entered into between the representatives of the City of Pico Rivera, hereinafter referred to as "City" and Service Employees International Union, Local 721, hereinafter referred to as "Union", pursuant to California Government Code section 3500, et. Seq. This Memorandum of Understanding is made with and covers the Hourly Bargaining Unit for the period February 1, 2015 through June 30, 2017.

ARTICLE 2
RECOGNITION

City hereby formally recognizes Service Employees international Union, Local 721, as the exclusive representative of the at-will Parks and Recreation hourly bargaining unit representing those employees within the classifications listed in Attachment "A" attached. City agrees to meet and confer with the Union on all matters relating to the scope of representation pertaining to said employees as authorized by law, except as limited by this agreement.

The provisions of this contract do not constitute an expressed, oral or implied contract of employment for any member of the bargaining unit or any other Parks and Recreation hourly employee.

ARTICLE 3
NON-DISCRIMINATION CLAUSE

The parties agree that there shall be no discrimination against any applicant or employee based upon race, color, national origin, ancestry, age, gender, physical disability, mental disability, religion, religious creed, marital status, medical condition, sexual orientation, political activity, union activity or other categories protected by law.

ARTICLE 4
SALARIES

The parties agree that all employees covered by this agreement shall receive a fifty-cents per hour (\$0.50/hour) general salary increase effective July 1, 2015. The parties further agree that all employees covered by this agreement shall receive a general salary increase of fifty-cents per hour (\$0.50/hour) effective July 1, 2016.

The City further agrees that employees covered by this agreement shall receive a longevity bonus up to one thousand dollars (\$1000) at the end of each fiscal year and the first pay period following ratification of this agreement by City Council based on years of service on the following schedule:

After 5 Years	\$300
After 10 Years	\$600
After 15 Years	\$1,000

ARTICLE 5 HOLIDAYS

The City agrees to designate the following as paid holidays for all represented parks and recreation hourly:

New Year's Day
Memorial Day
Christmas Day
Thanksgiving Day
Labor Day

Only represented parks and recreation hourly that would have been scheduled to work on the day of the week in which the holiday landed will receive the equivalent of their regularly scheduled hours for the holiday.

If an employee works the paid holiday, the employee will be paid time and one half.
Holiday leave will not be considered as hours worked for purposes of computing overtime.

ARTICLE 6 COMPUTATION OF HOURS

The employee's number of hours worked in a bargaining unit classification during a fiscal year (July 1 - June 30) will be reviewed for grouping at the end of that fiscal year. Employees will be assigned to the appropriate grouping based on those hours worked. Group designations will be effective on July 1 of the subsequent fiscal year. A new employee will not be officially designated to a group until the end of the fiscal year.

The Classification system of bargaining unit employees is as follows:

Group A: 0-1000 hours worked per fiscal year
Regularly scheduled up to 20 hours per week

Group B: 1001-1560 hours worked per fiscal year
Regularly scheduled 21-30 hours per week

Group C: 1561+ hours worked per fiscal year
Regularly scheduled 31+ hours per week

Based on hours worked, Management will designate the group to which an employee is assigned based on hours worked.

Leave hours are not counted as hours worked for computing overtime

Article 7

Annual Leave Time

Parks and Recreation hourly bargaining unit employees will be provided accrual of paid leave time as follows:

Group A (0 - 1000 hours worked): Three (3) minutes of leave per hour worked

Group B (1001-1560 hours worked): Three (3) minutes of leave per hour worked;

Groups C (1561+ hours worked): Six (6) minutes of leave per hour worked

All employees covered by this agreement shall be credited with annual leave time retroactive to July 1, 2015.

All employees covered by this agreement shall be able to cash-out accrued leave time at their regular hourly rate.

ARTICLE 8 OVERTIME

At the time overtime is earned and by taking into account the stated preference of the employee to receive pay or compensatory time off, the Department Head will be responsible for departmental/operational needs and will have sole discretion in permitting compensatory time in place of overtime.

After accommodating full-time and hourly employees, reasonable efforts shall be made in distributing overtime equitably among qualified hourly employees of an office, operational unit or work group with consideration given to City need and employee availability in making the distribution.

ARTICLE 9 REQUEST FOR TIME OFF

Parks and Recreation Hourly employees may request unpaid or paid (if applicable) time off. Each department will keep and monitor the vacation schedule of its employees. Each employee shall request vacation time in writing in advance of the time desired. Such requests will be signed by the employee and must be approved by the employee's supervisor or department head to be valid. The department head will determine the vacation schedule with due regard for the wishes of the employee and the needs of the department and the ability of remaining employees to perform the work, however, if more requests are received for the same period at the same time, then seniority may be used in granting the request.

All bargaining unit employees must complete a leave slip or substitution form. All requests shall be submitted to his/her supervisor no later than one (1) week prior to the first day that is being requested.

Time off requests are considered on a first come, first serve basis. The supervisor or department head will approve or deny the request.

Vacations approved between Thanksgiving and Christmas and during El Rancho Unified School District's summer and school vacations are subject to City's availability to staff all programs.

ARTICLE 10 ABSENTEEISM

In the event that staff is unable to attend work or will be at work late due to illness or emergencies, it is the staff member's responsibility to:

- Contact and advise your supervisor of the situation no less than two hours prior to your shift.
- Provide a verifiable excuse upon the employees return to work.

ARTICLE 11
HEALTH BENEFITS

The health plan offered to the Hourly Bargaining Unit shall be available for Parks and Recreation bargaining unit employees. Effective January 1, 2014, the City will pay thirty percent (30%) of the monthly health premiums for Group B and Group C employees only. Group A employees who choose to enroll in the health plan will be responsible for paying their own premiums.

The City agrees to grandfather Rosa Aguilar with her current health benefits.

ARTICLE 12
BEREAVEMENT

A three (3) consecutive day bereavement leave equal to their regularly scheduled hours shall be granted to employees for a death in the immediate family. The immediate family shall be defined as: Parent; step-parent; mother/father-in-law; spouse; son/daughter; stepson/stepdaughter; son/daughter-in-law; brother/sister; brother/sister-in-law; grandparent; grandchild; step-grandchild; court appointed or other verifiable guardian. Bereavement leave shall not be charged to employees' bank of leave time.

A notice of death may be required. The employee must submit said notice within five (5) working days of request.

ARTICLE 13
DEATH BENEFITS

Parks and Recreation hourly bargaining unit Group "C" employees will receive the life insurance benefits currently provided to hourly bargaining unit employees.

ARTICLE 14
GRIEVANCE PROCEDURE

Step 1: The City and Union agree to meet within five working days upon notification of a violation of the MOU and/or existing City policies.

Step 2: If a grievance is not resolved after the meeting with the City and Union, either party may agree to submit the matter to a neutral third party for resolution. If either party wishes to exercise this option, they shall make the request within 5 calendar days of the meeting. Parties shall meet

within ten calendar days to request a mediator from the State Board of Mediation or as soon as a meeting can be scheduled.

Step 3: If the employee believes the violation has not been resolved at Step 1 or Step 2, the employee may request a meeting with the City Manager or his/her designee. The decision made by the City Manager is final.

ARTICLE 15 VETERANS CREDITS

The City agrees that a Veteran's Credit of ten (10) points will be added to a candidate's passing score in an open-competitive exam if the candidate is a veteran who has served in the Armed Forces of the United States. A veteran must have been separated from active duty in the Armed Forces with an honorable or general discharge. As defined in 5 U.S.C. 2010(2). "Armed Forces" means the Army, Navy, Air Force, Marine Corps and Coast Guard. Proof of eligibility must be presented at the time of initial application for the open competitive recruitment. Veteran's credits are for the purpose of assisting the veteran in obtaining employment. Therefore, once hired, the veteran's credit may not be used for subsequent applications.

ARTICLE 16 SENIORITY

Seniority shall be determined based on lifetime hours worked for the City. Seniority may prevail in promotional opportunities when skills and abilities are the same.

ARTICLE 17 LAY-OFF PROVISIONS

The City and Union agree that any Parks and Recreation hourly bargaining unit employees affected by lay-offs will be laid off by seniority in position based on the total hours worked, skill and ability being equal.

A layoff may result from the City's need to decrease the work force due to financial crisis. The City and Union agree to meet and confer regarding the impact to the bargaining unit employees as a result of the City's financial crisis.

The end of seasonal employment shall not be considered a layoff.

Employees on layoff shall be offered re-employment within one (1) year in inverse order of layoff and no unit position shall be filled by new hires until all qualified employees laid off in the same classification shall be offered and refuse re-employment. Notification

under this section to employees shall be by registered mail. An employee's failure to respond by registered mail and/or personal email or by signed statement personally delivered to the City Manager or his or her designee within ten (10) business days from the date of the employer's notice shall be deemed a rejection of an offer of re-employment. The employer then has no further obligation to the laid off employee.

An employee, who is laid off, will have bumping rights to a previously held position.

ARTICLE 18

PERFORMANCE REVIEWS

Bargaining unit employees shall receive a performance review every 1,000 hours worked in a bargaining unit classification, but no more than one evaluation in a twelve month period. Merit increases shall be given to an employee on their annual performance review date, contingent upon an overall rating of satisfactory.

Based upon satisfactory performance, pay increases of 4% shall be granted. Employees in the bargaining unit who receive an above average or excellent on their performance review shall receive a 6% pay increase. Pay increases shall not exceed top of the range.

If an employee's performance rating warrants an increase, the increase will be retroactive to the date when the performance review was due. Merit increases will be retroactive for those performance evaluations that are due on or after the date the City Council approves this MOU.

The City agrees that any represented employee whose performance evaluation is more than 60 days past due is deemed to have performed in a satisfactory manner and the employee will be entitled to receive any and all negotiated contract benefits retroactive to the date when the evaluation was due.

ARTICLE 19

UNION BUSINESS

The City agrees to discuss proposals for service recognition for represented Parks and Recreation hourly employees.

1. Bank of Hours

The City agrees to maintain a bank of hours available for Parks and Recreation hourly bargaining unit activity at 70 hours per year shared by Union Stewards. Those items charged to the bank of hours shall be routine Union business including union sponsored training,

meetings and fact finding. The designated pay code of "335" shall be used on employee time sheets to indicate hours charged to the bank of hours.

Union business not charged to the Bank of Hours shall be tracked for time spent in these activities: MOU negotiations and Meet and Confers.

2. Union Stewards

The City and Union agree that Parks and Recreation hourly bargaining unit may have up to five stewards for said bargaining unit

ARTICLE 20 MAINTENANCE OF MEMBERSHIP

City agrees that SEIU Local 721 may institute a Maintenance of Membership. Agreement with employees in represented classifications. Said Agreement shall give notice and set forth in writing that there shall be one period of 30 days from June 1 to June 30 annually when an employee may withdraw his/her membership from the Union. However, any employee in a represented classification that wishes to may join the Union at any time during the year. Employees must be notified in writing that enrolling in the Union commits them to membership and payment of dues until the end of that current fiscal year.

The Union agrees to indemnify and hold the City harmless against any and all liabilities arising from any and all claims, demands, suits, or other actions relating to the City's implementation of either this Article or requests of the Union pursuant to this article, or relating to the conduct of the Union in administering this Article. The Union shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall City funds be involved in any remedy relating to this Article.

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employees shall in lieu of periodic dues or agency shop fees, pay sums equal to said amount to a non-religious, non-labor charitable fund exempt from taxation under Section 501 C(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties in a separate agreement. Such payments shall be made by payroll deduction as a condition of

continued exemption from the requirements of financial support to the Union and as a condition of continued employment. The City shall provide the Union upon request the names of those employees claiming this designation and the organization which the employee has designated.

ARTICLE 21

VOLUNTARY POLITICAL CONTRIBUTIONS

City agrees that bargaining unit employees will be allowed to make voluntary political contributions to SEIU Local 721's Political Action Committee through payroll deductions.

The Union will abide by all federal and state laws regulating such contributions and shall indemnify the City in the event of litigation arising from this provision.

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ARTICLE 22

NEW EMPLOYEE ORIENTATION

The City agrees to include information regarding the Employee Union/SEIU Local 721 in the Orientation for newly hired hourly employees in represented classifications. The Union will be notified when such orientations are scheduled.

ARTICLE 23

SEVERABILITY

If an article, section, position or portion thereof contained in the Memorandum of Understanding or application thereof to any person or circumstance is held to be unconstitutional, invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by tribunal or office, the remainder of the Memorandum of Understanding and application of such provisions or portion thereof, to other persons or circumstances, shall be deemed severable, shall not be affected, and shall remain in full force and effect. Furthermore, the City and the Union shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such article, section, position, or portion.

ARTICLE 23

TERM

This MOU will be effective as if approved on *February 1 2015* and will continue through midnight *June 30, 2017*, and will not be subject to change nor further discussion except as otherwise noted in this MOU.

ARTICLE 24

MANAGEMENT RIGHTS CLAUSE

The City and Union agree that the City retain and have the exclusive decision-making authority to manage municipal services and the work force performing those services in accord with existing law and provisions of the established Memorandum of Understanding.

The Union further agrees that the City has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

Determine and modify the organization of City government and its constituent work units.

Determine the nature, standards, levels and mode of delivery of services to be offered to the public.

- Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- Determine whether goods or services shall be made, purchased or contracted for.
- Direct employees, including scheduling and assigning work and overtime.
- Establish employee performance standards and require compliance therewith.
- Relieve at-will hourly bargain unit employees from duty because of lack of work or lack of funds or lack of performance or for other legitimate reasons.

- Implement policies, regulations and directives consistent with law and the specific provisions of this MOU.

Take all necessary actions to protect the public and carry out its mission in emergencies.

Should the exercise of these management rights impact employees' wages, hours or working conditions, City agrees to meet and confer with Union pursuant to State law.

ARTICLE 25 UNIFORMS

Unit members may request up to three (3) new or lightly used uniform shirts (polo and/or t-shirts) in any twelve (12) month period. Replacement of uniform shirts will be provided upon proof of the uniform shirt being torn, ragged, faded or permanently stained. It is understood that where the City provides a uniform shirt, said uniform shirt must be worn while on duty. It is the employee's responsibility to ensure that their uniform shirts are presentable for work. Additional uniform shirts may be provided, subject to management's discretion. Nothing herein shall prohibit a unit member from purchasing a uniform shirt at his or her own cost.

ARTICLE 26 HEAD PROTECTION

The City shall make protective headgear available to unit employees who work outdoors beginning fiscal year 2013/2014. Bargaining unit employees must wear the City —issued hats while outdoors and no others hats will be permitted.

City-issued hats will be replaced at City expense as needed when hats show signs of wear and tear and are returned. Employees who lose hats will be required to pay the cost of replacement

ARTICLE 27 BOOT ALLOWANCE

The City and the Union agree that Operations Division staff shall be required to wear protective footwear. The City agrees to provide protective footwear to these employees.

Protective footwear will be replaced as wear and tear warrants. However, in no case shall any employee receive more than two (2) pairs of footwear within a twelve (12) month period. Determination of eligibility for protective footwear and/or replacement thereof shall be made by the Director of Parks and Recreation or his/her designee in accordance with this Article.

The footwear purchased must comply with safety standards in conformance with CAL-OSHA regulations for personal protective footwear and be appropriate for use in field operations.

The maximum amount payable by the City for a single pair of work shoes is one hundred and fifty dollars (\$150) per pair (\$300 per year) upon providing to the City a receipt showing that the work shoes were purchased.

Operations Division employees shall wear the protective footwear during all work hours. Employees not issued safety shoes shall be expected to wear shoes at all times during working hours appropriate to the working environment, as determined by the Director of Parks and Recreation.

ARTICLE 28 (NEW) ADVANCED NOTICE OF CITY CLOSURES AND SPECIAL ASSIGNMENTS

Employees shall be entitled to advanced notice of City closures that effect working hours. The City shall give all employees covered by this agreement at least seven (7) working days' notice prior to the closure of any City department or function. Employees that are not given appropriate notice shall be entitled to their full regular pay whether or not the employee worked those hours or not.

City of Pico Rivera

Parks and Recreation Part-Time Unit

February 1, 2015, through June 30, 2017



SEIU Local 721

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

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