

**SEIU Local 721  
City of Simi Valley  
Memorandum of Agreement**

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



July 1, 2015 -  
June 30, 2017

# Memorandum of Agreement

Between the City of Simi Valley and the  
Service Employees International Union

This document contains the terms and conditions of employment.



## RESOLUTION NO. 2015-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMI VALLEY AMENDING AND RESTATING THE DRAFT COMPREHENSIVE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SIMI VALLEY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, AND RESCINDING RESOLUTION 2014-08, 2014-03, AND ALL PREVIOUS RESOLUTIONS TO THE EXTENT THAT THEY ARE IN CONFLICT HEREWITH

WHEREAS, the City Council and the Service Employees International Union, Local 721 (SEIU, Local 721) have met and conferred in good faith and have reached mutual agreement regarding terms and conditions of employment;

WHEREAS, the City of Simi Valley desires to implement the attached amended and restated Memorandum of Agreement (Exhibit 1) by revising portions of the present salary and benefits plan where the attached is inconsistent with prior resolutions; and

WHEREAS, the City Council finds and determines that all provisions of the Memorandum of Agreement with the SEIU, Local 721 were in effect for the period of 1974 up to and including June 30, 2015, and the amended and restated Memorandum of Agreement shall be in effect retroactively as of July 1, 2015, up to and including June 30, 2017.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

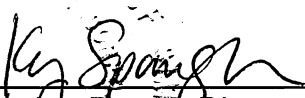
SECTION 1. The attached amended and restated Memorandum of Agreement (Exhibit 1) is ordered implemented to be effective for the period of July 1, 2015, up to and including June 30, 2017 for all SEIU, Local 721 employees.

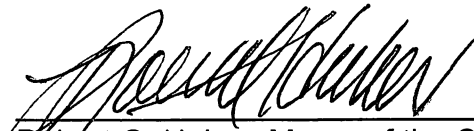
SECTION 2. Those portions of Resolution No. 2014-08, 2014-03, and all prior resolutions are hereby rescinded to the extent that they are inconsistent with this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 28<sup>th</sup> day of September 2015.

**Attest:**

  
\_\_\_\_\_  
Ky Spangler, Deputy Director/City Clerk

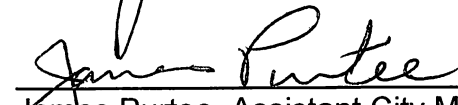
  
\_\_\_\_\_  
Robert O. Huber, Mayor of the City of  
Simi Valley, California

**Approved as to Form:**

  
\_\_\_\_\_  
Lonnie J. Eldridge, City Attorney

**Approved as to Content:**

  
\_\_\_\_\_  
Eric J. Levitt, City Manager

  
\_\_\_\_\_  
James Purtee, Assistant City Manager

I, Deputy Director/City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution No. 2015-61 was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 28<sup>th</sup> day of September 2015, by the following vote of the City Council:


AYES: Council Members Mashburn, Judge, Becerra, Mayor Pro Tem Sojka and Mayor Huber

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 1<sup>st</sup> day of October 2015.

  
Ky Spangler  
Deputy Director/City Clerk



**COMPREHENSIVE  
MEMORANDUM  
OF  
AGREEMENT  
BETWEEN  
CITY OF SIMI VALLEY  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION  
  
1974 THROUGH JUNE 30, 2017**





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**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF  
SIMI VALLEY AND THE SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 721 (S.E.I.U.)**

**SECTION I      RECOGNITION**

2010-44

WHEREAS, the Service Employees International Union, Local 721, hereinafter referred to as "S.E.I.U.", representing that certain employees unit, hereinafter referred to as "General Unit Employees", and duly authorized representatives of the management of the City of Simi Valley, hereinafter referred to as "CITY", have conducted "Meet and Confer Sessions" freely exchanging information, opinions and proposals, and have reached the following agreement on matters within the scope of representation.

NOW, THEREFORE, the parties agree and jointly recommend to S.E.I.U. members and to the City Council the following:

**Article 1. – Purpose**

75-79

It is the purpose of this comprehensive Memorandum of Agreement to promote and provide for harmonious relations, cooperation and understanding between the Employer and the Employees covered herein, to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under the Memorandum of Agreement and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, terms and conditions of employment of the Employees covered herein.

It is agreed that this Memorandum of Agreement shall be binding on the CITY and General Unit Employees upon implementation by the City Council. Upon implementation, the Memorandum of Agreement shall supersede any conflicting rule, regulation or ordinance of the City.

**Article 2. - Term**

2015-61

This Memorandum of Agreement shall be effective beginning on July 1, 2015 and shall expire on June 30, 2017. The specific provisions of this Memorandum of Agreement shall be effective as specified herein.

**Article 3. - Integration**

2010-44

This document embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code Section 3505.1 and supersedes previous Memoranda of Understanding and Agreement insofar as they are inconsistent with the previous Memoranda of Understanding and Agreement. This Memorandum of Agreement is subject to the approval of S.E.I.U. members and approval and implementation by the City Council of the City of Simi Valley pursuant to said Section 3505.1.

**Article 4. - Conclusiveness**

94-66

During the Meet and Confer process that resulted in this Memorandum of Agreement, each party hereto had an unlimited right to make proposals with respect to any subject matter within the scope of the Union's representation of the General Unit Employees. All terms and conditions of employment included in this Memorandum of Agreement shall remain in full force and effect for the term of this Memorandum of Agreement as particularized herein unless the City and General Unit Employees mutually agree to amend this Memorandum of Agreement; however, neither party hereto shall be obliged to meet and confer during the term hereof except as provided herein.

**Article 5. - Savings Clause**

94-66

If any provisions of this Memorandum are held to be contrary to law by court of competent jurisdiction, or by state or federal legislation or initiative or referendum, such provisions will not be deemed valid and subsisting except to the extent permitted by law, provided however, that all other provisions of the Memorandum will continue in full force and effect; and the parties to the Agreement will immediately meet and confer upon appropriate substitute provision or provisions.

**Article 6. - Modification and Waiver**

79-68

The waiver of any breach, term or condition of this Memorandum of Agreement shall not bar future enforcement of all its terms and provisions. In the event of a violation of any part of this Memorandum, failure to object to the violation shall not waive or bar future enforcement of all provisions.

**Article 7. - Non-Discrimination**

2014-03

The provisions of this MOA shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or other factors not directly related to the successful performance of the job.

**Article 8. - Management Rights**

90-69

The City reserves, retains, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Agreement or by law, to manage the City for the citizens of Simi Valley, as such rights existed prior to the execution of this or any predecessor Memorandum of Agreement. Without limiting the generality of the foregoing, the City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in Resolution No. 73-79 on Employer-Employee Relations, and including but not limited to the right:

- a. To determine the mission of its constituent departments, commissions, and boards and the services to be rendered thereby;
- b. To set standards of service;
- c. To determine the procedures and standards of selection for employment, promotion, demotion and layoff;
- d. To direct its employees;
- e. To take disciplinary action;
- f. To relieve its employees from duty because of lack of work or for other legitimate reasons;
- g. To maintain the efficiency of governmental operations;
- h. To determine the methods, means and personnel, including contract and/or part-time personnel, by which government operations are to be conducted;
- i. To determine the content of job classifications;
- j. To take all necessary actions to carry out its mission in emergencies;
- k. To exercise complete control and discretion over its organization and the technology of performing its work.

#### **Article 9. - Confidential Employees - Restricted**

90-69, 2014-03

The City and General Unit Employees recognize that employees in classifications enumerated in this section are recipients of confidential and sensitive information relating to matters of a legal, personnel, and/or employee relations nature. As such, the parties agree that such employees shall be designated as "Confidential" and that no such employee shall 1) serve as a board member, officer, or steward of the Union; 2) serve on a team which either consults, or meets and confers, with City Management over issues relating to wages or the terms and conditions of City employment; or 3) serve as a designated employee representative in any grievance or disciplinary procedure. The following personnel shall be designated "Confidential": Human Resources Division Clerical staff, Human Resources Technician, Senior Human Resources Technician, Human Resources Secretary, City Manager's Office Secretary, and Legal Technician.

#### **Article 10. - Coverage**

2010-44

Employees covered by the terms of this Memorandum of Agreement shall be those General Unit Employees in the classifications listed in Attachment 1. Any additional classifications developed during the term of this Memorandum of Agreement and

designated by the City as General Unit classifications shall be added to those classifications listed in Attachment 1.



**SECTION II      UNION BUSINESS****Article 1. - Payroll Deduction**

79-68

It is agreed by the City and the General Unit Employees that the City will without charge deduct dues and payments for other Union benefit programs from the checks of represented General Unit Employees each pay period as requested by SEIU Local 721 representatives. SEIU Local 721 may modify deduction amounts once annually.

**Article 2. - Access to Work Locations**

75-79

Paid Union staff shall be given reasonable access to work locations during work hours, provided that such visits do not unduly interfere with the City's operation.

**Article 3. - Bulletin Boards**

74-22, 94-66, 2014-03, 2015-61

The General Unit Employees may use City Bulletin Boards for the purpose of communicating normal and regular SEIU Local 721 business to its membership subject to the following conditions:

- a. Union Stewards shall be responsible for maintaining the specified SEIU Local 721 portions of these City Bulletin Boards.
- b. The SEIU Local 721 agrees that it will not place on these City Bulletin Boards any material that is derogatory of any City official or other individual, or that may have a disruptive effect on the normal and efficient operations of any City activity.
- c. Location of bulletin boards to be used for SEIU Local 721 business:
  - City Hall Lunch Room
  - City Hall Expansion Area
  - Police Department Building East Hallway
  - Public Service Center Building Rear Entrance
  - Sanitation Plant Lunch Rooms
  - Waterworks Building Break Room
  - Transit Break Room
- d. The City shall relocate two (2) bulletin boards from the Development Services Building to City Hall Public Works/Environmental Services areas for use by SEIU in posting organizational materials. One board is to be relocated within 30 days of execution of this MOA and placed on the East side of Environmental Services, adjacent to the women's restroom. The second will be relocated concurrent with final move of employees from the Development Services building and placed in Public Works by the west side exit.

94-66

The City shall, by September 1, 1994, provide a locking bulletin board in the 2929 Tapo Canyon Road employee's Lunch Room for use by the Union in posting organizational materials.

#### **Article 4. - Release-Time for Union Business**

2006-38

The City shall provide release time for specific purposes for General Unit Employees designated by the Union as "Union Stewards". General Unit Employees designated as "Union Stewards" shall be granted aggregate release-time up to a maximum of 30 total hours in each calendar month. Such release-time may only be utilized by designated Union Stewards for the purposes of meeting with representatives of the City to discuss labor relations issues; to meet with represented Union members to discuss personnel matters; or to attend monthly Union meetings. Meetings of designated Union Stewards shall not occur on City premises.

General Unit Employees designated as Union Stewards shall request release-time of their supervisors immediately upon becoming aware of the need to discuss a personnel problem with a represented member. Union Stewards shall notify the Personnel Office not less than 72 hours prior to the time of the requested release-time to attend a Union meeting. Notification of requested release time shall be made on a "Union Release" form available from the Personnel Office. The aggregate amount of release-time under this Section may be accrued to a total of 48 hours. Such time shall not be utilized for purposes other than expressly authorized. Absent exigent circumstances, meetings between Union representatives and City Management shall be scheduled toward the end of the work day or employees' work shifts. The Union agrees to cooperate with the City in accounting for release time utilized and in not abusing privileges afforded by this Section.

The Union shall provide the names of employees designated as Union Stewards in writing to the City within 30 days of the effective date of this Agreement and whenever any changes occur. The maximum number of employees designated as Union Stewards shall be seven.

#### **Article 5. - No-Strike Clause**

90-69

Neither the Union, its officers or agents nor any of the General Unit Employees shall engage in, encourage, sanction, condone support or suggest any job actions such as strikes, slowdowns, mass resignations, mass absenteeism, willful absence from one's position, stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of their duties. In the event that any individual Union member violates this section and the City notifies the Union of such violation, the Union shall immediately notify such individuals in writing to cease and desist from such action and shall instruct any such employee to immediately return to his or her normal duties. Should the employee not return within 48 consecutive calendar hours, the Union agrees and understands that said employee shall be deemed to have abandoned his/her employment with the City. It is understood by the parties that this provision is controlling so long as the parties hereto abide by the remainder of the terms of this Memorandum of Agreement. It is also

understood that an individual employee's actions that violate the prohibitions in this clause shall cause the employee to be subject to individual disciplinary actions, in addition to the provisions herein.

**Article 6. - Regularly Scheduled Union-Management Meetings**

80-93

The City and Union agree that there is a possible need for regularly scheduled meetings between the Union and Management. These meetings shall be held bi-monthly if needed, for a time not to exceed one hour and shall involve no more than two designated Union officers.

**Article 7. - Union Representation**

94-66

The parties agree that in any situation deemed appropriate for employee representation by the Union, no more than one General Unit Employees' Representative may participate in proceedings as the employee's representative. Employee representatives may participate as witnesses, or in some other official capacity as may be necessary.

**Article 8. - Maintenance of Membership**

96-69

Once an employee elects to become an S.E.I.U. member, he/she will be required to keep individual membership year to year with the right to discontinue membership only during the first full week of January. S.E.I.U. shall notify all members of this option on or before December 15th of each year, commencing in 1996. All prospective members must sign acknowledgment of the maintenance of membership requirement at the time of signing up for union membership.

### **SECTION III      SALARIED COMPENSATION**

#### **Article 1. - Salary Compensation**

2015-61

Effective July 13, 2015, there will be a 2.0% salary increase for all General Unit employees.

Effective December 28, 2015, there will be a 0.53% salary increase for all General Unit employees.

Effective June 27, 2016, there will be a 2.0% salary increase for all General Unit employees.

#### **Article 2. - Inequity Adjustments**

99-39

Effective July 5, 1999, the City shall complete implementation of salary inequity adjustments for classifications identified in the classification and compensation study conducted by Ralph Andersen and Associates.

Employees in classifications that had been "y-rated" as a result of implementation of the classification and compensation study conducted by Ralph Andersen and Associates, shall receive the base salary increase effective July 5, 1999, July 3, 2000 and July 2, 2001.

2006-38

Effective July 24, 2006, the City shall adjust compensation for General Unit classifications listed in "Attachment 4", by one-fourth of that recommended by the 2002 Johnson and Associates classification and compensation study.

Effective June 25, 2007, the City shall adjust compensation for General Unit classifications listed in "Attachment 4", by an additional one-fourth of that recommended by the 2002 Johnson and Associates classification and compensation study.

Effective June 23, 2008, the City shall adjust compensation for General Unit classifications listed in "Attachment 4", by an additional one-fourth of that recommended by the 2002 Johnson and Associates classification and compensation study.

Effective June 22, 2009, the City shall complete implementation of salary inequity adjustments for classifications listed in "Attachment 4", as recommended by the 2002 Johnson and Associates classification and compensation study.

The Service Employees International Union, on behalf of General Unit employees, may request inequity studies for up to three (3) classifications in each year of the Agreement to be submitted to Human Resources no later than January 2<sup>nd</sup>. Management reserves the right to undertake such studies as it deems appropriate in its sole discretion with due consideration to recruitment and retention issues.

**Article 3. - Salary Schedule**

80-93, 2015-61

The City agrees that implementation of the steps agreed on the salary schedule shall be through the use of the General Unit Employees' existing merit evaluation system on their respective merit review dates.

Employees who are promoted to a higher job class shall receive a minimum of 5% salary increase or the lowest salary step of the new range, whichever is higher.

**Article 4. - Merit Salary Increases**

88-89, 2015-61

Employee's Manual Policy 14 entitled "Compensation", Section 14.3.2, shall be amended as follows:

14.3.2 "Effective Date. The effective date of merit salary increases for full-time Regular Status employees shall be on the employee's merit review date. All merit reviews shall be completed timely. If a merit review has not been completed within thirty (30) days after an employee's merit review date, the employee will receive a five percent increase in salary, not to exceed the top of the salary range. Retroactive adjustments will be made, if necessary, back to the merit review date."

96-69, 2015-61

Effective July 1, 1998, all newly hired employees shall be considered for a merit salary increase on the employee's merit review date in lieu of the "step" salary increase system for employees hired prior to said date, and may be granted progression in the salary range from 0 to 5 percent based on the employee having demonstrated continued meritorious service and continued improvement in the effective performance of the duties of his/her classification in accordance with Policy 14.3.1, Compensation. The parties hereto agree to discuss the performance evaluation program and the criteria to advance in the salary range.

2014-03

The parties agree to discuss any changes to the employee evaluation format and content criteria to determine satisfactory or below satisfactory work performance at least 30 days prior to any changes to the current performance evaluation form.

The parties agree to come together no later than March 30, 2014, to discuss issues pertaining to the evaluation and "pay for performance" process. The intent of the parties is that every employee will have the opportunity to obtain the necessary ratings to earn a 5% merit increase through proper training for supervisors and other work performance improvement tools for employees.

**Article 5. - Standby Pay**

90-69, 2006-38, 2014-03

A General Unit Employee who the City expressly requires to remain within call for emergency work shall be paid as amended in the Employee's Manual Policy 5, Section 5.31, as follows:

"General Unit employees placed on Standby status on Saturdays, Sundays, and City holidays shall be compensated \$19.20 per 24 hour period. Standby compensation for all other periods shall be \$12.00 per 24 hour period."

Effective June 25, 2007, General Unit employees placed on Standby status on regular days off and City holidays shall be compensated \$24.00 per 24-hour period. Standby compensation for all other periods shall be \$18.00 per 24-hour period.

Effective July 1, 2013, General Unit employees placed on Standby status on regular days off and City holidays shall be compensated \$36.00 per 24-hour period. Standby compensation for all other periods shall be \$24.00 per 24-hour period.

2014-03

The City agrees to include Landscape Maintenance Workers and Tree Trimmers as positions eligible for Standby Pay, but the positions shall not be included in the Standby rotation.

94-66, 2014-03

The City agrees to provide a cell phone for any off-duty General Unit Employee whose official duties have resulted in his/her being placed on court ordered standby.

**Article 6. - Bilingual Pay**

99-39, 2006-38

Effective July 24, 2006, the City shall provide additional salary compensation of \$50.00 per month for up to six (one employee per City building) General Unit Employees who are conversant in Spanish. The designation shall be based on need as determined by the City. The employees must be certified as conversant in Spanish by an examination developed by the City's Human Resources Division. Should the General Unit have more applicants than the allotted assignments, the certification process will determine the four most qualified. General Unit Employees receiving bilingual compensation recognize that there may be occasions when their bilingual skills may be requested outside the employee's regular work schedule; if this occurs, such employee will receive overtime pay for actual time worked.

**Article 7. - Call Back Pay**

82-91, 2014-03

The City and General Unit Employees jointly agree that Article 5.32 of the Employees Manual of the City of Simi Valley shall be amended to read that when an employee has finished their work shift, left the work site and is called back to duty at the work site/project site they shall receive a minimum of two (2) hours pay at time and one-half.

**Article 8. - Crew Leader/Lead Worker Assignment Pay**

88-89

The City shall increase the special assignment compensation for General Unit Employees assigned as Crew Leaders to \$110.00 per month effective July 1, 1989.

2014-03

Effective July 1, 2013 Crew Leaders and/or Lead Workers shall be eligible to receive \$135.00 per month in special assignment compensation.

**Article 9. - Police Dispatcher Trainer Pay**

93-13, 2014-03

Effective July 1, 2013, employees in the classification of Police Dispatcher, when assigned responsibility for training an employee in the Dispatcher Trainee classification, shall receive additional compensation in the amount of \$135.00 per month.

**Article 10. - Overtime Pay**

76-63

Extended day overtime, overtime contiguous to the regular shift, shall be paid at the rate of 1 1/2 times the employee's regular hourly rate for all hours worked in excess of 8 in any one work shift for part-time employees and employees working the traditional 5/8 workweek. Employees on the 4/10 or 9/80 alternative workweeks will be paid at the overtime rate for all hours worked in excess of their regularly scheduled workday. There shall be no duplication or pyramiding of overtime compensation.

**Article 11. - Overtime Meal Allowance Reimbursement**

99-39, 2014-03

Effective July 1, 2013, the City agrees to modify the overtime meal allowance reimbursement to provide a \$10.00 meal allowance under the following circumstances:

- 1.) The employee must be held over to work 3 or more hours overtime;
- 2.) In the event there are extenuating circumstances that require the employees to work 5 or more hours, the City may provide meals in some other manner.

The employee's reimbursement request shall be recorded on an area of the timesheet designated for this purpose; payment will be processed via the City's payroll system. Meals shall be taken on the employee's own time unless the employee's supervisor approves the meal to be taken on continuing work time.

**Article 12. - Overtime Computation**

82-91

The City and General Unit Employees agree that for purposes of computing premium overtime or compensatory time-off, absences due to annual leave and holidays shall be treated as time worked. The City shall amend the appropriate provisions of the Employees' Manual to reflect the above changes in premium overtime computation.

**Article 13. - Compensatory Time Off**

96-69

The parties agree that the administration of the use of compensatory time shall be identical to the present administration of the use of Annual Leave, specifically including the employee's right to select which time to use for time off.

Compensatory time off in lieu of time and one-half overtime pay may be taken by General Unit Employees at the discretion of the Department Head. General Unit Employees may accumulate time off in lieu of overtime compensation up to maximum available compensatory time of one-hundred (100) hours. Employees in the classifications of Dispatcher and Dispatcher Trainee shall be limited to a maximum total accumulation of 180 hours of compensatory time per fiscal year. Compensatory time off shall be scheduled in writing in advance by each General Unit Employee whenever unrelated to illness, subject to the written approval of the Department Head. The employee shall provide the supervisor or Department Head with reasonable notice of an absence; then the Department Head shall have the authority to approve or deny the use of compensatory time off for any period of absence unrelated to illness or injury. The scheduling of the time off shall be approved or denied by the Department Head with due regard to the wishes of the employee and the needs of the City. Employees who are off for one day or more due to illness or injury may be required to provide a physician's statement authorizing their return to work.

2006-38

The parties agree to come together no later than December 31, 2006 to discuss the annual accrual limits on compensatory time as it relates to the Senior Police Dispatcher and Police Dispatcher classifications.

**Article 14. - Holiday Pay**

90-69

General Unit Employees who may be required to work on a holiday recognized by the City shall receive compensation for such overtime worked at the time and one-half rate in addition to their holiday pay.

**Article 15. - Probationary Salary Increases**

77-148

There shall be no merit increase during the probationary period.



**Article 16. - Certificates and Licenses**

88-89, 2014-03

Effective July 1, 2013, the City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsements:

1. Wastewater Treatment Plant Operator Certification Grades Operator In Training (OIT), I, II, III, IV, and V issued by the California State Water Resources Control Board certificates for Wastewater Treatment Plant Operators, Grades I, II and III.
2. All Class A, State of California Department of Motor Vehicles licenses as required and approved by management (including the cost of required physical examinations).
3. Water Treatment Facility Staff Certification Grades T1, T2, T3, T4, and T5 and Distribution System Staff Certification Grades D1, D2, D3, D4, and D5 issued by the California Department of Public Health or other industry recognized professional certifying or licensing organization for Waterworks Services Trainee, I, II, and III and Waterworks Systems Technician.
4. California Water Environment Association Certification Grades 1, 2, 3, and 4 for Collection System Technician I and II, Laboratory Technician, Senior Laboratory Technician, and Environmental Compliance Inspector.
5. State of California Department of Motor Vehicles Class B licenses and endorsements for Plant Maintenance Technicians I, II, and III and Transit Coach Operators, including any medical examination costs related to the subject renewal.
6. Distribution System Certification Grades D1, D2, D3, D4, and D5 issued by the California Department of Public Health for Public Works Inspector (Water).
7. International Society of Arboriculture Arborist Certification for Senior Tree Trimmer.
8. If required in job description then the City will pay for the initial and renewal certification and license.

96-69

Effective July 1, 1996, the City shall pay for the following:

Renewal of Class B State of California Department of Motor Vehicles licenses and endorsements for Transit Coach Operators (including the cost of required medical examinations);

Recertification of Building Inspectors covered under AB717.

**Article 17. - Salary and Benefit Survey**

92-79

Effective June 29, 1992, the City shall review the following survey agencies for the City's use in determining salary and benefit levels for comparable classifications in other agencies: Agencies - Cities of Camarillo, Oxnard, Thousand Oaks, Ventura, San Fernando, Santa Clarita, Burbank, and County of Ventura. Survey components: Salary, Medical, Dental, Vision, Disability, Retirement (PERS/Social Security), Deferred Compensation, Paid Absences.

2006-38

The parties agree that, prior to the City conducting a comprehensive classification and compensation study for General Unit employees, the parties will discuss the survey agencies to be used for the Police Dispatcher series, the Police Services Assistant, and the Crime Scene Investigator series classifications. The City further agrees to study the existing linkage between the Police Records Technician classification and other clerical classifications throughout the City no later than December 31, 2006. Within 60 days of the conclusion of that study, the City will discuss the results and any proposed recommendations with the Union.

**Article 18. - Jury and Witness Duty**

96-69

Effective July 1, 1996, Employee's Manual Policy 18, Section 18.0 shall be amended to include the following language: "Compensation continued under this section shall be limited to two weeks per year; employees required to serve longer than two weeks shall continue to receive compensation pursuant to this section, notwithstanding the two week limit, provided that the employee could not have reasonably contemplated that such service would extend beyond the allowable compensation limit and took reasonable steps to avoid such service."

Policy 30 shall further be amended as follows: "Employees assigned to night shifts who perform 8 hours of jury service shall have their shifts adjusted for the day."

**Article 19 –Off Duty Contact Pay**

2014-03

Whenever an employee responds to a contact by the Department/City while on off-duty or standby status to take action needed to maintain the continuity of City business without the necessity of having to personally report for duty, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half, subject to the following limitations:

1. Only the first disturbance call made in any one (1) calendar day shall qualify for the minimum one hour of compensation described above. The time actually spent on such disturbance call will be considered hours worked for that workweek. Thereafter, compensation for all other qualifying disturbance calls totaling an aggregate of ten (10) minutes or more in that same calendar day shall be for actual time worked.

2. An employee contacted while off-duty concerning subsequent work scheduling shall not be eligible to receive compensation under this Article.

## SECTION IV BENEFITS

### Article 1. - Retirement

77-148, 2015-61

The City shall pay to the California Public Employees' Retirement System (CalPERS) on behalf of the employees that percentage of the employees' gross salary previously contributed by the employee. Currently the rate is seven percent of the employees' gross salary.

If an employee receives a merit increase, the City's/employee's dollar amount contribution to CalPERS on behalf of the employees shall be adjusted to reflect the increased salary.

If the required rate of contribution on behalf of the employees is altered, adjustments will be made as follows:

- a. In the event the required rate of employee's contribution is raised, the employee's gross monthly salary shall be reduced an amount equal to but not greater than the dollar increase in contributions when applying the increased rate to the then current salary level;
- b. In the event the required rate of employee's contribution is lowered, the employee's gross monthly salary shall be increased an amount equal to but not greater than the dollar decrease in contribution when applying the reduced rate to the existent salary level.

2010-44

Effective June 21, 2010, current employees prior to July 1, 2010 shall make a CalPERS contribution in the amount of 3.97% of salary; employees hired on or after July 1, 2010 shall make a CalPERS contribution in the amount of 7% of salary. A resolution shall be adopted that allows the CalPERS contribution be made on a pre-tax basis.

2014-03

### Definitions

"New Member" is defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) as any of the following:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system;
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system;
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

Note: California Public Employees' Retirement System (CalPERS), refers to all members that do not fit within the definition of a New Member as a "Classic Member."

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS) and there are three (3) tiers, depending on the date of hire, which define the various retirement levels for the member's retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

Tier 1	Classic Member	2% @ 55	Hired prior to 7/1/2010 and eligible transfers
Tier 2	Classic Member	2% @ 55	Hired between 7/1/2010 and 12/31/2012 and reciprocal transfers and eligible rehires
Tier 3	New Member	2% @ 62	Hired on or after 1/1/2013

#### **A. Tier 1: 2% @ 55**

1. The following is a summary of Tier 1 CalPERS contract provisions:
  - a. One Year Final Compensation - Single Highest Year
  - b. 4<sup>th</sup> Level 1959 Survivor Benefits
  - c. Military Service Credit as Prior Service
  - d. Public Service Credit for Peace Corps or AmeriCorps Vista Service
2. Effective first payroll of March, 2014, General Unit employees in Tier 1 shall contribute an additional 1% of total pensionable income to their CalPERS retirement plan. The total employee contribution for Tier 1 employees will be 4.97%. Effective first payroll of March, 2014, the base salary of each such employee shall be increased by 1% to offset a portion of the employee's retirement contribution.
3. Effective June 30, 2014, General Unit employees in Tier 1 shall contribute an additional 1.5% of total pensionable income to their CalPERS retirement plan. The total employee contribution for Tier 1 employees will be 6.47%. Effective June 30, 2014, the base salary of each such employee shall be increased by 1.5% to offset a portion of the employee's retirement contribution.
4. Effective December 28, 2015, all General Unit employees in Tier 1 shall contribute an additional 0.53% to complete the full member contribution for the 2015-16 fiscal year. Effective June 27, 2016, and for each following fiscal year thereafter, all General Unit employees in Tier 1 shall pay the full member contribution for pension benefits according to the CalPERS actuarial published for each fiscal year. The contribution amount shall encompass the July 1 effective date each year, based on the Actuarial Studies. General Unit employees in Tier 1 member contribution shall not exceed 8% (PEPRA compliance). The City shall provide a copy of the Actuarial Study to SEIU Local 721 as soon as it is available to document the change.

**B. Tier 2: 2% @ 55**

1. The following is a summary of Tier 2 CalPERS contract provisions:
  - a. One Year Final Compensation - Single Highest Year
  - b. 4<sup>th</sup> Level 1959 Survivor Benefits
  - c. Military Service Credit as Prior Service
  - d. Public Service Credit for Peace Corps or AmeriCorps Vista Service
2. General Unit employees in Tier 2 shall contribute 7% of total pensionable income to their CalPERS retirement plan, which will apply toward the employee portion.
3. Effective first payroll of March, 2014, the base salary of each such employee shall be increased by 1% to offset a portion of the employee's retirement contribution.
4. Effective June 30, 2014, the base salary of each such employee shall be increased by 1.5% to offset a portion of the employee's retirement contribution.
5. Effective December 28, 2015, all General Unit employees in Tier 2 shall pay the full member contribution for pension benefits according to the CalPERS actuarial published for each fiscal year. The contribution amount shall encompass the July 1 effective date each year, based on the Actuarial Studies. General Unit employees in Tier 2 member contribution shall not exceed 8% (PEPRA compliance). The City shall provide a copy of the Actuarial Study to SEIU Local 721 as soon as it is available to document the change.

**C. Tier 3: 2% @ 62**

1. The following is a summary of Tier 3 CalPERS contract provisions:
  - a. Three Year Final Compensation - Highest average annual final compensation during a consecutive 36-month period subject to the cap
  - b. 4<sup>th</sup> Level 1959 Survivor Benefits
  - c. Military Service Credit as Prior Service
  - d. Public Service Credit for Peace Corps or AmeriCorps Vista Service
2. General Unit employees in Tier 3 shall contribute 7% of total pensionable income to their CalPERS retirement plan, which 6.25% will apply toward employee portion and .75% toward the City's employer portion. New Members are required to contribute at least 50% of the normal costs, which are subject to change on an annual basis based on actuarial analysis.
3. Effective first payroll of March, 2014, the base salary of each such employee

shall be increased by 1% to offset a portion of the employee's retirement contribution.

4. Effective June 30, 2014, the base salary of each such employee shall be increased by 1.5% to offset a portion of the employee's retirement contribution.
5. Effective December 28, 2015, all General Unit employees in Tier 3 shall pay the full member contribution for pension benefits according to the CalPERS actuarial published for each fiscal year. The contribution amount shall encompass the July 1 effective date each year, based on the Actuarial Studies. General Unit employees in Tier 3 member contribution shall not exceed 8% (PEPRA compliance). The City shall provide a copy of the Actuarial Study to SEIU Local 721 as soon as it is available to document the change.

#### P.E.R.S. 2% @ 55

99-39

Within 30 days of receiving an actuarial study on the P.E.R.S. 2% @ 55 benefit, the City shall schedule a meeting with S.E.I.U. to discuss the desirability and affordability of implementing Section 21354 (2% @ 55) of the Public Employees' Retirement System.

2006-38

The parties agree to come together, to include designated Management representatives if so desired, no later than December 31, 2007 to discuss issues pertaining to retirement.

2014-03, 2015-61

Following ratification and adoption of the MOA by SEIU 721 and the City, the parties agree to meet and confer within 30 days of a subsequent court or other federal or state ruling regarding the Public Employee Pension Reform Act (PEPRA) specific to Transit employees.

#### **Article 2. - Survivor Benefit**

99-39

Effective July 3, 2000, the City shall amend its contract with P.E.R.S. to provide "fourth level" survivors' benefits, pursuant to the provision of Section 21574 of the California Government Code.

#### **Article 3. - Holidays**

76-63, 77-145, 84-11

The following are recognized holidays for regular, full-time employees:

January 1 - New Year's Day  
 Third Monday in January - Dr. Martin Luther King Jr. Day  
 Third Monday in February - President's Day  
 Last Monday in May - Memorial Day  
 July 4 - Independence Day  
 First Monday in September - Labor Day

November 11 - Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
December 24 - Christmas Eve  
December 25 – Christmas

2014-03

Effective January 1, 2014 if any other City bargaining unit receives another holiday during the life of the MOA, the general unit will also receive equivalent holiday time.

88-89

The City and General Unit Employees agree that if December 24th falls on a Wednesday, then the holiday would be observed on December 26th; on a Friday, then the added holiday would be observed on December 23rd; and on a Sunday, then the added holiday would be observed on December 22nd.

92-79

Effective October 1, 1992, the City will implement a method of recording accrued holiday time on pay check stubs for those General Unit Employees assigned to work a 9-80 alternate work schedule.

2010-44

Effective July 1, 2010, the total 88-hour holiday benefit shall be reduced by 18 hours, 2 hours each from New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day After Thanksgiving, and December 24, 2010.

Effective July 1, 2011, the total 88-hour holiday benefit shall be reduced by 16 hours, 2 hours each from New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, and Thanksgiving Day, for the last two years of the Memorandum of Agreement.

2015-61

Effective with the January 15, 2016 pay check, and with the first January pay check of each year thereafter, an 8-hour floating holiday shall be added for use by all regular full-time employees. Regular part-time employees shall receive a pro-rated floating holiday benefit based on their part-time status (i.e., a 50% part-time employee will receive 4 hours.) The floating holiday benefit may be used by employees in whole or in part at any time during the calendar year for which it is granted, however it may not be cashed out. Any part of the floating holiday benefit that is not used will expire at the end of the calendar year. The use of floating holidays is subject to the scheduling provisions of Section IV, Article 15, Annual Leave.

#### **Article 4. - Medical, Dental and Vision Care Insurance**

82-91

The City and General Unit Employees agree to meet and confer on changes in health or dental plan providers or the addition of alternate plans.



90-69

The City and General Unit Employees agree to discontinue the City-paid health insurance contribution after an employee has been on leave without pay for twelve months.

FOR HISTORICAL PURPOSES ONLY

94-66

In the event of a statutory mandate reducing the City's financial obligation to fund vision, dental, or medical insurance, the parties agree that the difference in cost between the lower mandated level and the previous level shall continue to be allocated to the Unit. In such circumstance the parties agree to meet and confer regarding the disposition of these funds.

The parties agree to creation of an "Insurance Committee" with voting members representing identifiable groups of employees who are parties of interest in the insurance plans. It is further agreed that this Committee will deliberate over issues central to the provision of insurance benefits and make non-binding recommendations to the City Manager and City Council. It is understood that activities of the Committee will be totally unrelated to collective bargaining, and specifically to the funding of the insurance programs.

The parties agree that any insurance provider invited to bid on medical insurance coverage beginning with the new plan year in 1995 will be asked to submit quotes for both a 12 and 18 month period.

Medical Insurance

FOR HISTORICAL PURPOSES ONLY

2010-44

Effective for the premiums due on and after January 1, 2011, 2012, 2013, the City shall make a monthly contribution toward the payment of premiums under the current health plans as follows:

## FOR HISTORICAL PURPOSES ONLY

Coverage	2011	2012	2013
Employee Only	\$472.00	\$472.00	\$472.00
Employee Plus One	\$924.00	\$924.00	\$924.00
Employee Plus Two or More	\$1,340.00	\$1,340.00	\$1,340.00

If any surplus funds exist due to savings generated by actual premiums that are lower than the City's contribution, the City shall calculate the savings and allow S.E.I.U. representatives to increase the City's contribution to medical insurance for one year by that amount in one-year increments beginning January 1, 2012 and January 1, 2013. Any surplus funds not used to increase the City's contribution shall be used to increase the City's contribution in a future year. Should there be no cost savings generated, the City contribution amount will revert to the City contribution provided above.

2006-38

Effective for the premiums due on and after January 1, 2007, 2008, 2009, and 2010, the City shall adjust its maximum monthly amount of contribution to the current health plans to the following amounts:

Coverage	2007	2008	2009	2010
Employee Only	\$380.00	\$395.00	\$433.00	\$472.00
Employee Plus One	\$736.00	\$788.00	\$854.00	\$924.00
Employee Plus Two or More	\$1,052.00	\$1,122.00	\$1,230.00	\$1,340.00

2014-03

Effective January 1, 2014, the City will contract with the Public Employees' Retirement System for medical insurance through the Public Employees' Medical and Hospital Care Act ("PEMHCA").

For employees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each employee. The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

FOR HISTORICAL PURPOSES ONLYFlexible Benefit

99-39

The City shall provide flexible benefits of \$60.00 per month for each General Unit Employee, which may be applied toward medical, dental, vision premiums, deferred compensation or cash.

Effective July 3, 2000, the City shall increase the flexible benefits amount by \$25.00, to a total of \$85.00 per month for each General Unit Employee.

Effective July 2, 2001, the City shall increase the flexible benefits amount by \$25.00, to a total of \$110.00 per month for each General Unit Employee. As an alternative, S.E.I.U. may determine to instead apply the flexible benefits adjustment to adjust the City's aggregate contribution to medical insurance.

2002-55

Effective for the premiums due on and after January 1, 2006, the City shall increase the flexible benefits amount by \$10.00, to a total of \$122.50 per month for each General Unit employee.

2014-03

Effective January 1, 2014, eligible regular employees shall be provided with a flexible benefit package (Simi Flex dollars, described in the table for calendar year 2014), which may be used by the employee to offset the cost of medical, dental, or vision insurance, or other optional benefits. The Simi Flex amount will vary depending upon the medical plan and coverage level selected. It is agreed that the monthly Simi Flex will not exceed \$1,422.30 per month, per employee, not including the PEHMCA minimum, with a maximum cash amount of \$201.30 per month, per employee.

If an employee chooses not to enroll in a health plan, the employee will only receive Simi Flex in the amount of \$201.30 per month.

Effective January 1, 2015, the monthly Simi Flex will be increased by \$50.00, not to exceed \$1472.30 per month, per employee, not including the PEHMCA minimum, with a maximum cash amount of \$251.30 per month. If an employee chooses not to enroll in a health plan, the employee will only receive Simi Flex in the amount of \$251.30 per month.

FOR HISTORICAL PURPOSES ONLY

84-84

Health Maintenance Organization - The City shall make available as an alternate health care plan, a type of medical care plan known as a "Health Maintenance Organization" (H.M.O.) by January 1, 1985. City contributions toward such alternate coverage shall not exceed the contributions then in effect for Indemnity-type plan coverage.

Dental and Vision Insurance

84-84

The City shall add vision care coverage for General Unit Employees. Such coverage shall be for employees only. Benefit levels shall be equivalent to the group vision care benefits then in effect for Management-designated employees of the City.

88-89

The City shall extend the coverage under the current vision plan to include all eligible dependents of General Unit Employees enrolled in the vision plan, and shall increase the amount of the City's contribution as necessary therefore.

90-69

The City shall modify the existing dental insurance plan for General Unit Employees to include a "usual, customary and reasonable" (UCR) fee schedule.

96-69

Effective July 1, 1997, the City will offer the Delta Care dental plan option to General Unit Employees. To the extent employees change their enrollment from the Delta Preferred Option to the Delta Care Plan, the difference in premium cost for dental coverage may be used to further adjust the City's aggregate contribution to medical insurance.

99-39

On July 5, 1999, the City agrees to amend its dental contribution to add orthodontics (children only) for a 50/50 payment to a lifetime maximum of \$1,000 per patient with no additional City contributions thereafter.

2002-55

Effective for the premiums due on and after January 1, 2003, the City shall increase its contribution to dental coverage from \$84.02 to \$92.42 per employee per month and to vision insurance from \$17.48 to \$18.35 per month or the actual premium for each General Unit Employee, not to exceed .19% of one year's total compensation for the General Unit.

Effective for the premiums due on and after January 1, 2004, 2005, and 2006, the City shall pay increased premiums not to exceed .19% of that year's total compensation for the General Unit. If the increase in any year should be less than .19%, at the Union's option, any remaining balance shall be allocated to medical insurance premiums or the flexible benefits contribution.

2006-38

Effective for the premiums due on and after January 1, 2007, 2008, 2009, and 2010, the City shall increase its contribution to dental and vision coverages by an amount up to .05% total compensation.

2010-44

Effective for the premiums due on and after January 1, 2011, 2012, and 2013, the City shall make a monthly contribution to dental coverage in the amount of \$97.36 per employee and a monthly contribution to vision insurance in the amount of \$21.00 per employee.

### Simi Flex Benefit

2015-61

In addition to the contributions paid by the City for medical, dental, and vision, insurances, the City provides a Simi Flex cash benefit that may be used to offset the employee's cost of medical, dental, and/or vision insurance and other optional benefits. For the 2016 and 2017 plan years, the City shall adjust the Simi Flex amounts (excluding opt-out Simi Flex) by 80% of the average change in employee out-of-pocket medical plan costs (increase or decrease, as applicable) for the five HMO medical plans with the highest General Unit enrollment in the prior year.

For the 2016 health plan year (beginning with the first pay period in December 2015), the Simi Flex amounts will increase by 80% of the average change in the employee out-of-pocket medical plan costs for the Kaiser, Anthem Traditional, Anthem Select, Blue Shield Access+, and Blue Shield NetValue HMO plans as follows:

5 HMO Plans with Highest GU Enrollment in 2015	Employee Out-of-Pocket Medical Plan Cost* (Monthly)					
	Employee Only		Employee Plus One		Employee Plus Family	
	2015	2016	2015	2016	2015	2016
Anthem Traditional	\$509.62	\$485.64	\$1,141.24	\$1,096.28	\$1,520.20	\$1,462.66
Anthem Select	\$371.40	\$418.47	\$864.80	\$961.94	\$1,160.84	\$1,288.02
Blue Shield Access+	\$395.86	\$441.53	\$913.74	\$1,008.06	\$1,224.46	\$1,347.98
Blue Shield NetValue	\$363.40	\$451.46	\$848.82	\$1,027.92	\$1,140.06	\$1,373.80
Kaiser CA	\$399.18	\$418.83	\$920.36	\$962.66	\$1,233.06	\$1,288.96
<b>Average</b>	<b>\$407.89</b>	<b>\$443.19</b>	<b>\$937.72</b>	<b>\$1,011.37</b>	<b>\$1,255.72</b>	<b>\$1,352.28</b>
Average Change:	\$35.30		\$73.65		\$96.56	
80% of Average Change:	<b>x 80% = \$28.24 increase to Simi Flex</b>		<b>x 80% = \$58.92 increase to Simi Flex</b>		<b>x 80% = \$77.25 increase to Simi Flex</b>	

\* Employee Out-of-Pocket Medical Plan Cost is the full plan premium minus the City's medical contribution (PEMHCA monthly minimum; \$122 for 2015 / \$125 for 2016 / TBD for 2017). **The maximum cash for any plan will not exceed \$251.30.**

After applying the methodology described above, the Simi Flex amounts for the 2016 and 2017 plan years are as follows:

<b>Medical Plan Coverage</b>	<b>2015 Simi Flex*</b>	<b>2016 Simi Flex*</b>	<b>2017 Simi Flex*</b>
Employee Only	\$601.30	\$629.54	TBD**
Employee Plus One	\$1,053.30	\$1,112.22	TBD**
Employee Plus Family (more than two persons)	\$1,469.30	\$1,546.55	TBD**
Opt Out of Medical	\$251.30	\$251.30	\$251.30

\*Simi Flex amounts for part-time employees are pro-rated according to the percentage of full-time work schedule assigned.

\*\*2017 Simi Flex amounts will be determined, using the methodology described above, once the medical insurance rates are released for the 2017 plan year. **The maximum cash for any plan will not exceed \$251.30.**

## **Article 5. - Retiree Medical Insurance**

94-66

The parties agree that on or after the effective date of this Agreement all General Unit Employees who retire after the effective date hereof with at least 5 years of permanent full-time City employment will be allowed to continue insurance coverage at the retiree's cost under the City insurance plans for a period of up to 5 years or age 65, whichever is earliest. It is understood that the City will make no financial contribution to the premiums for this insurance coverage.

2002-55

The City shall place in a trust fund for the purposes of paying the medical insurance premiums for employees who retire on or after July 1, 2002 an amount equal to one percent for each year of the MOA of total annual salary paid to the General Unit employees. This amount shall be used in all future calculations of total compensation analysis. The disbursement of any monies from this account shall be mutually agreed to between the City and Union in accordance with an actuarial study. City agrees to retain actuarial consultant by September 15, 2002.

Side Letter of Agreement 7/1/2002

### **Benefit Period**

General Unit employees who retire from the City of Simi Valley after July 1, 2002 and were hired prior to July 1, 2010 may select one of the following options for health coverage:

#### **Option One**

The City shall contribute the benefit amount described below for employee-only coverage for active General Unit employees on the City's group health plan for a period of 24 months for retirees that served ten (10) years with the City prior to retirement. Retirees who served more than 10 years with the City prior to retirement will receive an additional four (4) months of coverage for each additional year of service. The maximum benefit a retiree can receive shall be eight (8) years of coverage, including the initial 24-month period.

Years of Service	Benefit Duration	Years of Service	Benefit Duration
10	2 years	20	5 years 4 months
11	2 years 4 months	21	5 years 8 months
12	2 years 8 months	22	6 years
13	3 years	23	6 years 4 months
14	3 years 4 months	24	6 years 8 months
15	3 years 8 months	25	7 years
16	4 years	26	7 years 4 months
17	4 years 4 months	27	7 years 8 months
18	4 years 8 months	28 or more	8 years (maximum)
19	5 years		

### Option Two

The City shall contribute the benefit amount described below for employee-plus-one coverage for active General Unit employees on the City's group health plan for a period of 12 months for retirees that served ten (10) years with the City prior to retirement. Retirees who served more than 10 years with the City prior to retirement will receive an additional two (2) months of coverage for each additional year of service. The maximum benefit a retiree can receive shall be four (4) years of coverage, including the initial 12-month period.

Years of Service	Benefit Duration	Years of Service	Benefit Duration
10	1 year	20	2 years 8 months
11	1 year 2 months	21	2 years 10 months
12	1 year 4 months	22	3 years
13	1 year 6 months	23	3 years 2 months
14	1 year 8 months	24	3 years 4 months
15	1 year 10 months	25	3 years 6 months
16	2 years	26	3 years 8 months
17	2 years 2 months	27	3 years 10 months
18	2 years 4 months	28 or more	4 years (maximum)
19	2 years 6 months		

### Benefit Amount

2014-03, 2015-61

For the 2014 and 2015 Plan Years, the City shall pay an amount equal to the premium of the Anthem HMO Select medical plan for the General Unit and the retiree will be responsible for the difference between the actual premium rate for the health coverage selected and the retiree benefit amount.

If the retiree elects Medicare supplement coverage during the applicable benefit duration, the City will pay the amount of that premium on the retiree's behalf for the remainder of the benefit duration. In no event, however, will the City-paid benefit amount exceed the premium of the lowest cost **under 65** medical plan with CalPERS.

For the 2016 and 2017 Plan Years, the City shall reimburse to an eligible retiree an amount equal to the average premium (CalPERS Los Angeles Region) of all Anthem HMO, Blue

Shield HMO, and Kaiser HMO medical plans, or the actual premium amount of the selected medical plan, whichever is less. Retirees shall pay premium amounts that exceed the City's reimbursement as described in this paragraph.

### **Benefit Options**

2014-03

Eligible retired General Unit employees have the option of paying for health coverage beyond the benefit duration provided by the City in accordance with PEMHCA regulations.

Retired General Unit employees may elect to participate in the City's group dental and vision plans, at the prescribed premium rates with no City contribution. These plans must be purchased together in accordance with carriers' terms.

2006-38

The City shall place in a trust fund for the purposes of paying the medical insurance premiums for employees who retire on or after July 1, 2006 an amount equal to .25 percent for each year of the MOA of total annual salary paid to the General Unit employees. This amount shall be used in all future calculations of total compensation analysis. The disbursement of any monies from this account shall be mutually agreed to between the City and Union in accordance with an actuarial study. City agrees to retain actuarial consultant at City's expense by August 15, 2006. In no event shall retiree medical benefits paid exceed the available resources in this account, nor shall any liabilities be incurred by the City therefore.

2010-44

The City shall place in the existing trust fund for the purposes of paying the medical insurance premiums for employees who retire after July 1, 2002 and were hired on or before June 30, 2010, an amount equal to one percent of total annual salary paid to the General Unit employees. Employees hired on or after July 1, 2010 shall not be eligible to receive a retiree medical benefit. If the City's actuarial study shows more than 1% of salary is needed to fully fund this benefit, then S.E.I.U. agrees to meet and confer in order to either reduce the benefit or increase the payment in order to fully fund the benefit. In no event shall retiree medical benefits paid exceed the available resources in this account, nor shall any liabilities be incurred by the City therefore.

2014-03

Effective January 1, 2014, the City will contract with the Public Employees' Retirement System for medical insurance through the Public Employees Medical and Hospital Care Act ("PEMHCA"). All benefits shall be provided in accordance with PEMHCA regulations.

For eligible retirees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each eligible retiree. The City shall pay up to the lowest cost medical plan for General Unit employees hired prior to July 1, 2010 in accordance with the above provision for Option 1 and 2 above. Any amount due a retiree above the minimum contribution will be reimbursed through a Retirement Health Savings Plan (RHS). The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.



If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

2014-03, 2015-61

During the 2010 Bargaining process, it was agreed by the parties to include language codifying the joint agreement to continue the retiree medical trust fund contribution by the City so that the future negotiations for this benefit would not be required. Due to an oversight by the parties, it was not included in the printed copy. This is now corrected to reflect the intent of the parties to continue this ongoing benefit with the City's continued contribution to the existing trust fund, if necessary.

The City shall maintain the existing trust fund for the purposes of paying the medical insurance premiums for employees who retire after July 1, 2002 and were hired before June 30, 2010. No further employee contributions will be required for retiree medical benefits vested through December 31, 2013. However, employee contributions for "CalPERS" retiree medical benefits vested beginning January 1, 2014, will be subject to collective bargaining.

At the time of release of the next actuarial study for January 2015, the City and the S.E.I.U. will meet and discuss distribution up to the one percent (1%) pre-tax contribution to the negotiated base salary in the 2010 MOA, if not necessary to maintain the retiree Medical benefit pre-2010 in Fund 297 or the Trust.

#### **Article 6. - Life Insurance**

88-89, 96-69, 2002-55, 2014-03

Effective January 1, 2014, the City shall increase the amount of group term life insurance coverage to \$75,000 for each General Unit Employee, and \$5,000 for eligible dependents of each such employee. The City shall pay the premium for such increased life insurance coverage.

#### **Article 7. - IRS Section 125 Plan**

90-69

The City shall implement a Section 125 pre-tax benefit deduction plan for General Unit Employees. In addition, the City shall establish payroll deductions for the following types of supplemental benefit plans offered by Colonial Life and Accident Insurance Company: life insurance (whole and/or term); cancer insurance; and accident/sickness insurance (short term only). Such plans shall not compete with nor supplant group benefit plans presently provided by the City. General Unit Employees will be authorized a maximum of 30 minutes release-time to meet with representatives of Colonial Life and Accident Insurance Company for the purpose of enrolling in the Section 125 Plan and/or supplemental benefit plan(s).

96-69

Effective January 1, 1997, the City will expand the Section 125 Plan to include a medical care reimbursement program component subject to terms currently provided under the dependent care reimbursement program.

**Article 8. - Long Term Disability Insurance**

78-163

The City shall eliminate the long-term disability insurance plan at earliest time in accordance with contractual arrangement between the City and the insurance carrier.

**Article 9. - State Disability Insurance**

82-91

The City shall elect participation for represented General Unit Employees in the State Disability Insurance program.

**Article 10. - Industrial Sick Leave**

80-93

In the event that a General Unit Employee is absent from work as a result of an injury or illness which is accepted by the City as occurring or arising out of the course of his or her employment with the City, industrial sick leave shall be granted. Such leave shall begin on the first full workday after the City's acceptance. The maximum amount of industrial sick leave shall be three days for each occurrence. Industrial sick leave is provided in addition to Annual Leave; however, compensation shall not exceed the employee's normal compensation.

**Article 11. - Employee Assistance Program**

90-69

The City shall select and implement an Employee Assistance Program for use by General Unit Employees. Details of the Employee Assistance Program shall be incorporated into City of Simi Valley Employee's Manual.

**Article 12. - Employee Attire**

2014-03

Beginning July 1, 2013, all Transit Coach Operators in part-time positions on the first day of the month shall receive \$25.00 per month in compensation for Uniform Maintenance and Shoe Allowance, payable on the second paycheck of the month.

90-69, 2015-61

Uniforms for Transit Coach Operators, Police Service Assistants, and Police Dispatchers/Trainees - The City shall provide an initial issuance of a total of five pants/shirts to Transit Coach Operators, Police Service Assistants, and Police Dispatchers/Trainees.

94-66, 2014-03, 2015-61

Beginning July 1, 2013, all Police Service Assistants, Transit Operations Assistants, and Transit Coach Operators in permanent full-time positions on the 1st day of the month shall receive \$40.00 per month in compensation for Uniform Maintenance and Shoe Allowance, payable with the second paycheck of each month.

98-92

All Police Dispatchers/Trainees in part-time permanent positions on the 1st day of the month shall receive \$25.00 per month, and Police Dispatchers/Trainees in full-time positions shall receive \$40.00 per month, for Uniform Maintenance and Shoe Allowance, payable with the second paycheck of each month.

80-93

Uniforms for other General Unit - The City shall provide at least five uniform sets and maintenance of such for those General Unit Employees so designated in "Attachment 2". Employees who are provided with uniforms shall be required to wear uniforms during all working hours. Uniform replacement shall be provided by the City if and when the City determines replacement to be necessary.

2015-61

The City and S.E.I.U. shall meet and confer by March 2016 on the current Prudential uniform contract that is due to expire in 2016 in order to seek input for uniform options.

Department Policy, 2015-61

Uniform Shorts - Uniformed employees in the following Public Works and Community Services Departments may wear City provided shorts during working hours:

Public Works Maintenance Division:

- Street Maintenance Section
- Traffic Maintenance Section
- Storm Drain Maintenance Section

Waterworks Division:

- Customer Service Section (field employees)
- Plant Operator I/II/III

Sanitation Division:

- Operations and Maintenance Sections, except when employees are (a) handling or are in proximity to liquid sludge, or caustic/acid chemicals or, (b) in proximity to heated metal surfaces, such as blowers, pumps, etc., or (c) entering into confined spaces.

Line Maintenance Crews:

- Except when employees are required to enter manholes or other confined spaces.

Transit Division:

- Transit Coach Operators

The City will procure two pairs of standard issue shorts, on an annual basis, for all employees who request shorts, currently have City-provided uniforms and are included on the above "shorts approved" lists. Only the issued shorts may be worn on the job.

Non-Uniform Shorts - Non-Uniformed Public Works Inspectors and Building and Safety Inspectors may wear their own shorts during working hours.

Employees in these job classifications desiring to wear shorts, may wear those which are neatly maintained and present an acceptable public image. Acceptable shorts are walking shorts, with pockets, in a solid, conservative color. Specifically excluded are "surfer"

shorts, multi-color shorts, gym shorts without pockets, or other shorts which do not resemble the City standard-issue shorts. Non-uniformed employees shall also wear shirts which present an acceptable public image. Acceptable shirts shall be conservative and muted in color. Shirts such as T-shirts, and those with no collars, are specifically excluded.

2015-61

The wearing of Uniform Shorts or Non-Uniform Shorts may be suspended by the immediate supervisor in consideration for safety concerns on a specific work day(s). Safety concern examples would include employee's proximity to caustic/acid chemicals, hot asphalt/paving material, concrete mixing/pouring, heated or sharp metal surfaces, or similar hazards. All other employees are prohibited from wearing shorts during working hours.

### **Article 13. - Safety Boot/Footwear Allowance**

80-93

The City shall provide an initial pair of boots to those General Unit Employees so designated in "Attachment 3", at time of hire. The boots provided will be safety boots that meet Cal-OSHA requirements. A replacement pair of boots shall also be provided by the City as it may determine is needed; however, the City shall not replace said boots more often than once every two years.

90-69, 2006-38, 2014-03

Effective July 1, 2013, the City shall provide a Safety Boot/Footwear Allowance in the amount of \$175.00 per year, to be used by the employee as required by the City, Cal-OSHA requirements and meeting standards established by the City. The Allowance shall be prorated, based on date of hire, during the first year of employment. Payment shall be paid by January 15<sup>th</sup> of every year. Those General Unit classifications designated as eligible for said safety boot allowance are listed in "Attachment 3". Attachment 3 will be amended to include Waterworks Meter Reader. Failure of an employee listed in Attachment 3 to wear appropriate Safety Boots/Footwear when on duty may result in Disciplinary Action for violation of City Safety Policies.

Appropriate Safety Boots/Footwear shall mean boots/footwear that meets the safety or protection requirements of all jobs to be performed by the worker during a particular shift or job assignment. Footwear, including shoes or boots, shall be durable and designed for protection against potential workplace hazards. For example, it may be necessary to use footwear that provides toe protection from rolling or crushing objects and be equipped with a sole plate that resists penetration by sharp objects. In some applications shoes should be nonconductive where there is possibility of electrical hazards. Other examples include protection for slippery surfaces or chain saw protection. The boots/footwear should be immediately available for use by the employee, e.g., onsite or in their vehicle, in the event their job assignment changes during their shift.

Example: A Meter Reader would not be required to wear safety boots/footwear while conducting meter reads. However, if a Meter Reader is called out to assist in a meter replacement and/or move a meter box Safety Boots/Footwear would be required and would therefore need to be in the vehicle, ready for use.

**Article 14. - Child Care**

90-69

The City and General Unit Employees agree to meet and discuss employee child care needs for all City employees by October 1, 1990. Said discussion and meetings shall be held to evaluate and analyze specific employee child care needs through utilization of surveys and resulting survey data. The results shall be provided in a written report to the City Manager.

**Article 15. - Annual Leave**

82-91, 92-79, 2014-03

The City and General Unit Employees agree to eliminate the Sick Leave (exclusive of Industrial Sick Leave) and Vacation programs and amend the applicable provisions of the Employees' Manual to implement a program of Annual Leave for General Unit Employees.

Regular, General Unit Employees shall accrue Annual Leave with pay to be used for vacation, illnesses and other personal reasons. General Unit Employees accrue paid leave as provided by the following policy to be used in the future or may convert accumulated Annual Leave to salary compensation under the specified conditions set forth below:

Accrual Rate – Effective July 1, 2013, General Unit Employees shall accrue Annual Leave at the end of each pay period, as follows:

General Unit Employees who have completed less than five years of service shall accumulate Annual Leave at the rate of 6.61 hours per pay period (21.5 days per year).

General Unit Employees who have completed five or more years of service shall accumulate Annual Leave at the rate of 8.15 hours per pay period (26.5 days per year).

Advance to New Hires - Upon hire, new full-time General Unit Employees shall be granted 48.90 hours of Annual Leave accumulations. Such employees shall not, however, accumulate any additional Annual Leave until after completion of three months of continuous service. If such employment is terminated during the first three months of such employment, Annual Leave accumulations shall be adjusted to the actual amount that would have been accumulated at the rate of 6.61 hours per pay period. If such employee's use of Annual Leave during the term of employment exceeds the adjusted accumulation amount, then the employee shall refund to the City an amount equal to the excess of hours multiplied by the employee's hourly salary compensation rate.

Maximum Accumulation – Effective July 1, 2013, the maximum accumulation of Annual Leave for General Unit Employees shall be 500 hours. If such employee has accumulated the maximum number of hours, accumulation of Annual Leave will be discontinued. Accumulations shall begin again on the first day of the pay period following a reduction in accumulations below the maximum.

Scheduling - Annual Leave shall be scheduled in advance by each General Unit Employee whenever unrelated to illness, subject to the approval of the department head. It is the

responsibility of the employee to provide the supervisor or department head with reasonable notice of an absence. The department head shall have the authority to approve or deny the use of Annual Leave for any period of absence unrelated to illness or injury. The scheduling of the use of Annual Leave shall be by the department head with due regard to the wishes of the employee and the needs of the City. Employees who are off for one day or more due to illness or injury may be required to provide a physician's statement authorizing their return to work.

Conversion Upon Separation - General Unit Employees who separate their employment shall have all Annual Leave accumulations converted to salary compensation at the employee's then current rate. Compensation shall be paid in one lump sum. Annual Leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of Annual Leave shall be suspended.

81-92

Conversion to Salary - General Unit Employees may convert Annual Leave accumulations to salary at the current base salary rate. This provision applies only to those General Unit Employees with one or more years of service with the City as of the first working day of December in the year which the conversion is requested.

86-106

The City and General Unit Employees agree to provide for two opportunities during each Fiscal Year when General Unit Employees may convert Annual Leave accumulations to salary compensation.

90-69, 2014-03

Effective January 1, 2014, the City shall allow an employee to cash-out between eight and 100 hours of Annual Leave accumulations to salary compensation annually, on a semi-annual basis.

84-84

Advance Following Leave of Absence - General Unit Employees on Leave Without Pay for 30 calendar days or more due to a disability that precludes the employee from working, shall be eligible to receive an advance of Annual Leave accumulations under the same provisions as new General Unit Employees. General Unit Employees shall be eligible to receive such Annual Leave accumulation advance, after the period of disability has ended and the employee has returned to full-time employment. A General Unit Employee shall only be eligible for such Annual Leave accumulation advance once during their employment with the City.

#### **Article 16. - Bereavement Leave**

84-84

The Leave program for General Unit Employees shall be discontinued.

**Article 17. - Deferred Compensation**

94-66

The parties agree that a representative of the Union will be involved in any formal discussions which may result in changes in the Section 457 Deferred Compensation plan, and that General Unit Employees have a right to propose changes for consideration by the City.

99-39

Within 30 days of the ratification of this agreement, the City agrees to schedule a meeting with the City's deferred compensation provider and S.E.I.U. to review the process to implement a loan provision as part of the 457 deferred compensation program. A loan provision will be implemented as soon as determined to be practicable by the City's deferred compensation provider, but in no event sooner than July 1, 1999. Such loans to plan participants shall be made in accordance with Internal Revenue Service guidelines.

2006-38

Effective July 24, 2006, the City shall contribute to the City's 457 Deferred Compensation Plan an amount equal to 100% of a General Unit employee's voluntary contribution to the 457 Plan, up to a maximum amount of \$5 per pay period.

Effective June 23, 2008, the City shall contribute to the 457 Plan an additional match of up to \$5 per pay period to each General Unit employee's voluntary contribution, to a total of \$10 per bi-weekly pay period.

Effective June 22, 2009, the City shall contribute to the 457 Plan an additional match of up to \$5 per pay period to each General Unit employee's voluntary contribution, to a total of \$15 per bi-weekly pay period.

2015-61

Effective December 28, 2015, the City shall contribute to the 457 Plan an additional match of up to \$19.50 per month to each General Unit employee's voluntary contribution, to a total of \$52 per month. Effective December 26, 2016, the City shall contribute to the 457 Plan an additional match of up to \$10.00 per month to each General Unit employee's voluntary contribution to a total of \$62 per month. The effective date noted in this paragraph may be adjusted to accommodate a two-week payroll lead time from the date this change becomes effective through adoption of this MOA.

**Article 18. - Tuition Reimbursement**

99-39

Effective July 5, 1999, the maximum amount paid to eligible General Unit Employees through the Tuition Reimbursement and/or Scholastic Incentive policy shall be increased from \$600.00 to \$750.00 per fiscal year. The City shall modify the Tuition Reimbursement and/or Scholastic Incentive policy for General Unit Employees to include reimbursement for textbooks, laboratory fees and student fees.

2006-38

Effective July 1, 2007, the maximum amount paid to eligible General Unit employees through the Tuition Reimbursement and/or Scholastic Incentive policy shall be increased from \$750.00 to \$900.00 per fiscal year. Tuition reimbursement will be paid only for

coursework from institutions meeting the accreditation standards specified below. Institutions will be acceptable if they have received accreditation from one of the following regional accrediting bodies:

Middle States Association of Colleges and Schools  
New England Association of Schools and Colleges  
North Central Association of Colleges and Schools  
Northwest Commission on Colleges and Universities  
Southern Association of Colleges and Schools  
Western Association of Schools and Colleges  
Or any other accreditation institution recognized by the  
United States Department of Education.

It is the policy of the City that any coursework approved herein be work-related or degree-directed and provides the equivalency of three semester credits or units. The educational criteria for employees will also be based on these standards.

2014-03

Effective July 1, 2013, Tuition Reimbursement may include professional development courses for the renewal of, or continuing educational units (CEU's) required to maintain, all required or management approved certificates and licenses from any state accredited or industry-recognized online educational institution.



**SECTION V      WORK SCHEDULES****Article 1. - Response Time**

90-69

General Unit Employees on standby status shall be required to respond to a call back within thirty minutes.

**Article 2. - Rest Breaks-Police Department**

74-22

The City agrees to provide to General Unit Employees in the positions of Dispatcher and Dispatcher Trainee two rest periods of approximately ten minutes each during a regularly assigned shift except in cases of unforeseeable emergency. Such rest periods shall be taken as the City in its direction authorizes, except that the City shall make every reasonable effort to authorize one of the periods to be taken in the first half of a shift and the other in the second half of the shift.

**Article 3. - Clean-Up Time**

75-79

The City agrees that each employee assigned to the Waste Water Treatment Plant shall receive ten minutes at the end of each shift to clean up and change uniforms. In such case, employees must change clothes and cannot depart the premises wearing or in possession of the soiled uniform; to do so will be grounds for discipline.

**Article 4. - Transit Coach Operators****Seniority For Determining Bus Route Assignments**

82-91

The City shall utilize a system of seniority of City employment for determining the assignment of Transit Coach Operators to certain routes. Such seniority shall be determined by each Transit Coach Operator's continuous service. Upon initial implementation of this seniority system, in only such cases where current employees have equal seniority, the Union shall provide the order of seniority for such Transit Coach Operators.

The City may, at the City's option, temporarily assign different routes when such assignment is necessary due to employees leaves or training.

**Days Off - Transit Coach Operators**

94-66

It is agreed that Transit Coach Operators in permanent full-time positions shall be given two consecutive days off as their "weekend", with the understanding that no more than two Transit Coach Operators in permanent full-time positions may be on annual leave at one time.

**Reconfiguration Proposal**

99-39

In preparing a Transit System reconfiguration proposal, the City agrees to provide interested Transit Coach Operators an opportunity to comment on and provide input into

the proposal that is developed for City Council consideration. Operators may choose to either participate in a meeting held for this purpose or to submit written comments and suggestions.

#### Facilitator

99-39

The City agrees to arrange for a facilitator to address communication/trust issues within the Transit Division. The City agrees to complete the foregoing provisions by September 1, 1999.

#### Issues

2006-38

The parties agree to come together no later than December 31, 2006 to discuss issues pertaining to the Transit Coach Operator classification.

#### Vehicle Security Cameras

2010-44

The City agrees to meet and confer with representatives named by S.E.I.U. prior to the installation of Transit Vehicle security cameras to develop a written policy regarding Vehicle Security Cameras (similar to Gold Coast Transit's security cameras related policy) within three (3) months of their initial meeting.

#### Transit Coach Operators Meal and Rest Periods

2015-61

Due to the nature of work and the need to provide continuous transportation service during regular operating hours, Transit Coach Operators may be unable to be relieved of all duties during their shift, and therefore will be compensated for on the job meal and rest periods. Additionally, Transit Coach Operators' schedules may vary daily, resulting in the potential for inconsistent meal and rest period times. Therefore, Transit Coach Operators will receive meal and rest periods on an aggregate basis.

Transit Coach Operators will receive 10 aggregate minutes of paid rest time per four hours worked. In addition, 30 aggregate minutes of paid meal time will be provided for shifts exceeding six hours.

General Unit employees, while performing Transit bus driving duties, including Transit Coach Operators and Transit Operations Assistants, will be subject to these paid aggregate meal and rest periods, only while driving vehicles for a consistent period of at least four hours. Transit Coach Operators and Transit Operations Assistants performing other functions, for example training, office work, etc., will be subject to *Hours of Work per Policy 5, General Unit Manual*.

#### Examples:

An 8-hour shift will include at least 50 aggregate minutes of paid meal and rest time.

A 6-hour shift will include at least 10 aggregate minutes of paid rest time.

A 5-hour shift will include at least 10 aggregate minutes of paid rest time.

**Article 5. - Flexible Working Hours**

90-96

Within the first six months of this Memorandum of Agreement, the City and General Unit representatives shall meet and confer to attempt to reach an agreement on specific appropriate classifications for working hours different than 8/40, consistent with employee desires, management needs, public service convenience, and Air Pollution Control District Rule 210 considerations. For purposes of implementation of any agreed-upon changes, a target date of January 1, 1991 is to be utilized.

Letter 4-91

Effective the first payroll period in June 1991, the City will implement 9/80 work schedules for employees assigned to the following City operations:

Public Works Water Division - Operations  
 Public Works Engineering Division - Subdivision Engineering  
 Public Works Building and Safety Division  
 Department of General Services - Personnel and Budget Division

The 9/80 work schedules will be developed and implemented for a six-month trial period. The schedules will be subject to joint evaluation by City and the General Unit Employees representatives. Based upon the evaluation, the City will determine whether to continue, discontinue, expand, and/or otherwise modify any aspect of the program after the initial trial period.

The parties understand that the schedules are to be developed in compliance with the Fair Labor Standards Act (FLSA) but are not intended to result in increased compensation to participants. It is further understood that, should subsequent FLSA rulings result in the work schedule increasing compensation, the City reserves the right to revert to the previous 8 hour per day, 5 day per week work schedule.

94-66

The parties agree that three additional dispatchers will be placed on the modified work schedule known as the "4/10" plan, for a total of four dispatchers on this schedule.

99-39

The City shall consider reverting the Dispatchers to the 4/10 schedule. Such decision will be based on the City's analysis and comparison of the advantages and disadvantages of the 5/8, 4/10, and 3/12 programs, including but not limited to ease of scheduling, recruitment/retention factors, staffing, overtime, and other cost factors. The City shall conduct an ergonomic study of the Dispatch Center. The City agrees to complete the foregoing analyses by September 1, 1999.

2015-61

Consideration of a 4/10 schedule option will follow a City-wide classification and compensation survey included in the approved FY 2015-16 Budget. City Manager approval of this new schedule option shall not negatively impact service to the citizens in its implementation. It is understood that not all employees and/or departments will be approved for a 4/10 schedule. The City and S.E.I.U. will meet and confer following the

classification and compensation study to further discuss implementation of a 4/10 schedule option.

#### **Article 6. - Time Off Requests**

94-66, 2014-03

The City agrees that any employee requesting time off shall submit in writing and will be formally notified in writing of a denial or approval as follows:

#### **Time Off Requests**

<b>Length of Time Off Requested</b>	<b>Length of Notice Required</b>	<b>Length of Time for Supervisor Response</b>
Three (3) Days or Less	At Least Five (5) Business Days	Up to Five (5) Business Days (from the date submitted)
More than Three (3) Days	At Least ten (10) Business Days	Up to Ten (10) Business Days (from the date submitted)

This shall not preclude the supervisor from approving time off requests of any duration upon their discretion for emergencies or other unforeseen reasons. Discretion should be used in requesting time off far in advance of the leave date to allow for workload to be managed.

#### **Article 7. - Restroom Use - Field Personnel**

94-66

The parties agree that employees may not be restricted to formal break time as the only time to use restroom facilities. The parties further agree that employees will not be threatened or intimidated for the timely, appropriate use of restroom facilities, and that the burden of proof with regard to misuse of this privilege falls upon supervisory personnel.

#### **Article 8 – Scheduled Training**

2014-03

The parties agree that staff time spent in training is time well invested. Therefore, use of annual leave shall not be required for staff attendance at pre-approved training sessions. Training requiring an overnight stay will be subject to the City's Travel Policy. Supervisor approval for training shall be subject to workload and departmental needs.

**SECTION VI     EMPLOYEE STATUS**

2015-61

**Article 1. - Noteworthy Dates****Definitions**

Anniversary Date: An employee's anniversary date is the date on which the employee is hired, and from which such employee has maintained continuous employment. Continuous employment is further described under the definition for "Years of Service" below.

Hire Date: The date, recorded on a Personnel Action Form, upon which an employee has officially begun work with the City. A new Hire Date may be recorded if an employee separates from the City and is later re-employed. All actions regarding an employee's job employment status, along with other information, is recorded on a Personnel Action Form as described in Policy 4, Personnel Records, in the General Unit Employees' Manual.

Merit Review Date: The date on which an employee's performance is evaluated in consideration of receiving a merit increase as defined in Policy 14, Compensation, in the General Unit Employees' Manual. Merit Review Date shall be correlated with employee's anniversary date with an exception of promotion, demotion, reclassification and transfer. The Merit Review Date shall be adjusted in cases where probation has been extended as described in Policy 8, Probation, or may also be changed if employee has been promoted, demoted, reclassified, or transferred as described in Policy 14, Compensation, in the General Unit Employees' Manual.

Years of Service: All continuous Regular Status service to the City, including Temporary or Limited-Term Status employment immediately preceding Regular Status employment will be considered continuous service toward eligibility of service awards as further described in Policy 22, Service Awards, in the General Unit Employee's Manual.

**Article 2. - Reinstatement**

78-163, 2015-61

A General Unit Employee who separates employment in good standing may be reinstated to a vacant position in his/her former job class within one year of separation date without re-qualifying for employment by competitive processes. Reinstatements shall be made at the discretion of the appointing authority as described in Policy 10, Reinstatement, of the General Unit Employees' Manual.

2006-38

If an employee is reinstated within one year of termination, the employee is not subject to a new probationary period if probation had been previously completed by that employee in the same classification.

**Article 3. - Acting Assignments**

90-69

Effective July 15, 1991, the City shall amend the Employee's Manual, Policy 6, Section 6.16, to read:

"A General Unit Employee may be temporarily assigned to a higher classification in an acting capacity when the Department Head determines that an acting assignment is required to temporarily replace an employee on leave anticipated to be six consecutive working days or more in duration, or a vacancy occurs in such a classification. Such assignment must be in writing, and signed by the Department Head or the City Manager. An employee must meet the minimum qualifications of the position to which he/she is to be assigned. The employee shall receive the minimum salary for the position to which he/she is assigned, or an additional 5% of his/her current salary for the position to which the assignment has been made, whichever is greater. Such payment will be effective the first day of the temporary acting assignment. A temporary acting appointment shall not exceed 120 consecutive or cumulative working days, unless approved in writing by the City Manager. An employee assigned to a temporary acting appointment shall not be removed from the assignment except on the basis of failure to adequately perform the responsibilities of the assignment."

**Article 4. - Probation**

77-148, 2014-03

The City shall have the right to extend an employee's probationary period to account for absences of the employee due to illness, injury, discipline and/or leave requested by the employee, or in lieu of dismissal or demotion; provided, however, that said absences total more than thirty working days during the probationary period, and provided further, that said extension of probationary period shall be for no longer than the number of days the employee actually misses due to absence from illness, injury, discipline and/or leave requested by the employee.

88-89, 2014-03, 2015-61

Policy entitled "Probation" of the Employee's Manual shall be amended by adding subsection "Probation Upon Promotion" as follows:

Promotional appointments in the following less experienced or "in-training" classification in the progression is considered as the probationary period for the more experienced classification.

Account Clerk I	to	Account Clerk II
Building Inspector I	to	Building Inspector II
Clerk I	to	Clerk II
Collection System Technician Trainee	to	Collection System Technician I*
Collection System Technician I	to	Collection System Technician II*
Crime Scene Investigator Trainee	to	Crime Scene Investigator I*
Crime Scene Investigator I	to	Crime Scene Investigator II*
Engineering Technician	to	Senior Engineering Technician

Maintenance Worker I	to	Maintenance Worker II
Police Dispatcher Trainee	to	Police Dispatcher
Police Records Technician I	to	Police Records Technician II
Plant Maintenance Technician I	to	Plant Maintenance Technician II
Plant Operator Trainee	to	Plant Operator I*
Plant Operator I	to	Plant Operator II*
Plant Operator II	to	Plant Operator III*
Theater Technician I	to	Theater Technician II
Tree Trimmer I	to	Tree Trimmer II
Waterworks Services Worker Trainee	to	Waterworks Services Worker I*
Waterworks Services Worker I	to	Waterworks Services Worker II*
Waterworks Services Worker II	to	Waterworks Services Worker III*

\*Certifications Required

2015-61

Original appointments, promotions, transfers, reclassifications, and demotions to Regular Status positions are subject to a probationary period of one year. Transfers, Reinstatements, and Demotions to classifications in which prior probation had successfully been completed are not subject to a new probationary period.

#### **Article 5. - Reduction in Force**

2010-44

#### **Policy Statement**

The City may implement a layoff due to lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level as considered necessary by the City.

#### **Definitions**

**City Seniority:** The period of an employee's continuous, uninterrupted employment with the City. Uninterrupted City employment includes regular-status and probationary periods. For the purpose of this policy only, limited-term status employment periods beyond the initial two years shall apply towards City seniority.

**Sworn Seniority:** The period of an employee's continuous, uninterrupted employment with the City as a sworn employee of the Police Department. Sworn seniority does not include employment as a Police Officer Trainee.

**Classification Seniority:** The period of an employee's continuous, uninterrupted service, including regular status and probationary periods, within the current job classification. Should an employee temporarily leave a classification to pursue another employment opportunity in the City, and return to the classification within two years, the two-year period shall not constitute an interruption in service when calculating classification seniority.

**Sworn Classification Seniority:** The period of an employee's continuous, uninterrupted sworn service, including regular status and probationary periods, within the current and higher-level job classifications.

Flexible Staffing Seniority: For the purpose of this policy, flexibly staffed job classifications, as described in Policy 8, Probation, are considered as one classification.

Regular Status: As defined in Policy 6, Employment Status, a position budgeted on a continuing and indefinite basis. Regular status employees are subject to all rules and regulations, and receive all benefits and rights as provided by these policies.

Limited-Term Status: As defined in Policy 6, Employment Status, a position working on a special assignment for a specific period of time which will cease when the project ends, and is budgeted accordingly. For the purpose of this policy only, limited-term status employees with at least two years of City service shall be defined as regular status employees, except that the calculation of seniority shall exclude consideration of the initial two years of employment.

Temporary Status: As defined in Policy 6, Employment Status, a position that is on-call or not on-going. Temporary status may end at any time, without notice and is not subject to probation. Temporary employees receive no benefits or rights under these policies unless such benefits or rights are specifically provided in the individual policies.

Vacant Funded Position: A position authorized for hire in the City's budget process where money is allocated to employ an individual in that position. Frozen positions are not considered funded positions, as money is not allocated in the City's budget to employ individuals for frozen positions.

## **Policy**

- 9.1 Determining Layoff. When implementing a layoff, the City shall determine the number of positions to be affected by job classification.
- 9.2 Notification to Employees. The City will notify, in writing, any employee who is to be laid off a minimum of fifteen (15) calendar days prior to the actual layoff, or provide commensurate pay.
- 9.3 Order of Layoff. Once specific classifications have been identified for layoff, the following order of layoff shall be utilized:
  1. Temporary status employees
  2. Limited-term status employees with less than two years of City service
  3. Employees serving a probationary period
  - 4a. All Employees Other than Sworn: Regular status employees with the least classification seniority
  - 4b. Sworn Employees: Regular status employees with the least sworn classification seniority
  - 5a. All Employees Other than Sworn: If there are two or more employees to be laid off who have identical classification seniority, the order of layoff shall be by City seniority. If such City seniority is



also identical, order of layoff shall be determined by the final rating on the most recent performance evaluation on file in the Human Resources Division. If the final ratings are identical, or a performance evaluation has not been filed with Human Resources in the most recent twenty-six (26) pay periods, the order of layoff shall be determined by the drawing of lots.

- 5b. Sworn Employees: If there are two or more sworn employees to be laid off who have identical sworn classification seniority, the Police Department practice of establishing seniority upon the promotional selection process will be followed. If such Police Department seniority is identical, order of layoff shall be by sworn seniority. If sworn seniority is also identical, order of layoff shall be determined by the final rating on the most recent performance evaluation on file in the Human Resources Division. If the final ratings are identical, or a performance evaluation has not been filed with Human Resources in the most recent twenty-six (26) pay periods, the order of layoff shall be determined by the drawing of lots.

- 9.4 Displacement/Bumping Rights. Regular status and probationary employees who are designated to be laid off may transfer or demote to a vacant funded position in which they previously held regular status, or displace employees in a lower classification in which they previously held regular status. Probationary employees in the lower classification shall be displaced first, followed by regular status employees with less City seniority than the incumbent exercising the displacement. If such City seniority is identical, the order of layoff presented in Section 9.3.5a. shall be followed. For sworn employees, probationary employees in the lower classification shall be displaced first, followed by regular status employees with less sworn classification seniority than the incumbent exercising the displacement. If such sworn classification seniority is identical, the order of layoff presented in Section 9.3.5b. shall be followed. Employees who have not held regular status in a lower classification shall have no displacement rights.

- 9.4.1 Timeframe. Employees must exercise displacement rights within five (5) calendar days after receipt of a notice of layoff, by submitting written notice to the Deputy Director/Human Resources. If displacement rights are not exercised within the specified time period, they are automatically forfeited.

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- 9.4.2 Salary and Benefits Upon Demotion. Employees who exercise displacement rights and demote to a lower classification in lieu of layoff, shall retain their current salary or be paid at the top of the lower classification's salary range, whichever is less. Benefits shall be assigned in accordance with the applicable MOA currently in effect for the lower classification.

- 9.5 Voluntary Demotion In Lieu of Layoff. Once all displacement/bumping staff movements have been assigned, employees designated to be laid-off may

request a voluntary demotion to a remaining vacant funded position for which they meet the minimum qualifications. If more employees request to demote than there are available positions, the option to voluntarily demote shall be offered in City seniority order. Upon demotion, salary and benefits may be modified, as indicated in Section 9.4.2, Salary and Benefits Upon Demotion.

- 9.6 Voluntary Transfer in Lieu of Layoff. Once all displacement/bumping staff movements have been assigned, employees designated to be laid-off may request a voluntary transfer to a remaining vacant funded position for which they meet the minimum qualifications and with the same maximum salary. If more employees request to transfer than there are available positions, the option to voluntarily transfer shall be offered in City seniority order.
- 9.7 Re-employment List. All persons who have been laid off or demoted as a result of a reduction in force shall have their names placed on a re-employment list. Such employees shall be offered re-employment to vacant funded positions in the same job classification from which they were laid off, or another vacant funded position with equivalent or lower salary than the position in which they were laid off and for which they meet the minimum qualifications.
- 9.7.1 Order of Re-employment. Employees will be re-employed in reverse order of the order of layoff. Vacant funded positions shall first be offered to eligible candidates who have been demoted as a result of layoff prior to being offered to those who have been laid off. All such resultant re-employment shall be without competitive examination and all eligible employees on the re-employment list shall be offered re-employment before any new employees within that classification are hired.
- 9.7.2 Length of Re-employment List. Persons will remain on the re-employment list for a period not to exceed 24 months from the effective date of demotion or layoff.
- 9.7.3 Rejection of Re-Employment Offer. Employees being offered re-employment in any classification other than the one they were in upon layoff, shall have the right to reject one offer by the City of re-employment to a particular position and shall remain on the re-employment list. Any employee's second rejection of such an offer automatically removes that employee from the re-employment list.
- 9.8 Non-Disciplinary Action and No Appeals. Policy 31, Disciplinary Action is not applicable to the Layoff and Re-employment Policy. Demotions, transfers and discharges resulting from reallocation or reduction in work force due to lack of work, lack of funds, abolishment of a position, or elimination or reduction in service level, shall not constitute discipline and shall not be eligible for appeal.

9.9 Pre-Layoff Administrative Review Process. Regular status employees who receive a layoff notice will have the right to respond to the proposed layoff orally or in writing to their Department Director within five (5) calendar days from the date of the layoff notice (and to verbally consult with Human Resources if necessary as deemed appropriate by the Deputy Director/Human Resources). The Department Director shall render a reply in writing within five (5) calendar days after receiving the employee's oral or written response.

9.10 Restoration of Benefits.

- a. Seniority. Upon re-employment, employees shall have the City and sworn seniority status that they held immediately prior to their layoff restored. Employees re-employed to the classification they held prior to layoff shall also have classification and sworn classification seniority status restored.
- b. Rate of pay/salary. Upon re-employment, employees shall receive placement in the salary range equivalent to that which they were receiving immediately prior to layoff or demotion. If re-employed to a lower classification, employees shall receive the salary equivalent to that which they were receiving prior to layoff, or the maximum of the salary range for the lower classification, whichever is less.
- c. Annual Leave Accrual Rates. Laid off employees who are re-employed shall have the annual leave accrual rate they held immediately prior to layoff restored, provided, however, any reduction or increase in accrual rates for all employees in the bargaining group during the layoff period shall apply to the re-employed employee. Upon re-employment, employees shall receive an advance of annual leave in accordance with the same provisions as new employees.
- d. Merit Qualifying Hours. An employee who is re-employed to the same classification they held prior to layoff shall have the merit qualifying hours earned from the prior merit review to the date of the layoff restored. The employee's merit review date will be adjusted upon his or her return based on the qualifying hours earned. However, credit is not given for time not worked.
- e. Probationary Period. Laid off employees who are re-employed under this policy are not required to serve a new probationary period when returning to a classification in which they previously held regular-status.

2015-61

During the term of the Memorandum of Agreement both parties agree to discuss alternatives to Reduction in Force (such as a short term furlough) should the financial need arise.

## SECTION VII PERFORMANCE

### Article 1. - Grievance Procedures

84-84

The City and General Unit Employees agree to amend the Employees' Manual to replace the current Policy 28 titled "Grievance Procedures -City of Simi Valley" with a revised Policy 28 titled "Grievance Procedures".

2006-38, 2014-03

The following series of steps provides a progressive procedure designed to resolve grievances at the lowest supervisory level consistent with justice, fair treatment, and administrative policy.

- Step 1. It shall be the responsibility of the employee to promptly inform and discuss any complaint or grievance as defined in this policy with the immediate supervisor. If, after such discussion, the employee does not believe the grievance has been satisfactorily resolved, the employee shall proceed to Step 2 of the grievance procedure. All complaints or grievances shall be resolved in a timely manner. In order for a grievance to be considered as timely, it shall be brought to the immediate supervisor's attention within 21 calendar days following the act or occurrence upon which the alleged grievance is based. Where the grievance is based upon a recurring action, the grievance shall be brought to the supervisor's attention within 21 calendar days following the first instance of such recurring action.
- Step 2. If the employee and immediate supervisor cannot satisfactorily resolve the complaint or grievance within ten working days after it is brought to the supervisor's attention, the employee may file a written grievance concerning the matter with the Department Head. The employee shall clearly state the basis of the grievance, giving time, place, other persons involved, specific policy concerned, and other pertinent information. The Department Head shall, within five working days after receipt of the written grievance, supply an answer in writing to the aggrieved employee, explaining the decision or proposed action.
- Step 3. If the employee is not satisfied with the response of the Department Head, the employee may request that the City Manager review the grievance. The employee shall request such review within ten working days after receiving the response from the Department Head. The City Manager shall consider the employee's written grievance, as submitted to the Department Head, and the Department Head's written response in reviewing the grievance. The City Manager or designee may request additional information or conduct additional research as appropriate. The City Manager shall release the results of the review within 15 working days after receiving the employee's request for such review. The results of the City Manager's review shall be final.

Time Off to Process Grievance. The employee shall be given time off with pay from regular duties, as determined to be necessary and reasonable by the Department Head, for the processing of a grievance.

Extension of Time Limits. The time limits specified in each step of the grievance procedure may be extended by an equal amount of additional time by either party upon verbal or written notice. Further extensions to the specified time periods may be made upon written mutual consent of both parties.

Failure to Appeal Within Time Limit. If the employee fails to file the grievance within the prescribed time limits, without waiver, the employee relinquishes the right to grieve. If management fails to respond to the prescribed time limits set out in the grievance procedure, without waiver, the grievance shall automatically proceed to the next step.

Representation at Hearings. Although an aggrieved employee may be assisted by a representative of the employee's choice, the employee shall be present personally and participate in the discussions and proceedings.

## **Article 2. - Disciplinary Procedures**

84-84

The City and General Unit Employees agree to amend the Employees' Manual to replace the current Policy 8, titled "Reprimand, Suspension, Demotion, Dismissal, and Resignation" with a revised Policy 8, titled "Disciplinary Actions".

94-66, 2014-03

Effective June 27, 1994, the City shall amend Employee's Manual Policy 8, Section 8.7, 8.8, 8.9, 8.92, and 8.93 to read as follows:

Section 8.7 - Notice of Intended Decision - Prior to taking any disciplinary action stated in sections 8.2 through 8.4, a regular General Unit Employee who has successfully completed his/her probationary period shall be given written notice of such intended action by his/her Division Head at least ten working days prior to the effective date of the action, unless there is an urgent need for prompt disciplinary action or where delay would be contrary to public policy. The notice shall include the reasons for the intended action and a statement indicating that copies of materials or documents on which the intended action is based, are available to him/her upon request. Such notice must also inform the employee that he/she is entitled to respond prior to the effective date of the intended action, either orally or in writing, to his/her Department Head.

Following the employee's response, if any, the Department Head shall confirm or modify the intended disciplinary action. If the intended action becomes final, whether or not the employee responds to such notice, he/she is entitled to appeal the action pursuant to the procedures set forth in this policy. The procedures for review of an intended disciplinary action under this section are intended to meet the pre-disciplinary due process requirements of *Skelly* and other requirements of State law, and shall not be interpreted to extend rights in excess of those provided by *Skelly*.

Section 8.8 - Appeal of Disciplinary Action: Regular General Unit Employees who are subject to the provisions of this policy shall have the right to appeal any action taken which results in the denial or loss of compensation or tangible fringe benefits as a result of action imposed for disciplinary reasons.

Subsection 8.91 - Right of Appeal: Any employee who is the subject of disciplinary action stated in Section 8.8, has the right to appeal such action to the City Manager by filing a written request for appeal with the Personnel Administrator within fifteen working days after the effective date of the action. Failure to file the request for appeal within such time period shall constitute waiver of the employee's right to appeal the action taken by the Department Head.

Subsection 8.92 - Hearing: The hearing shall be before the City Manager unless either the City Manager or the employee request that an alternate hearing officer hear the appeal. The City Manager shall have five working days from receipt of the official appeal requesting that he hear the case to decide whether or not to participate. If the City Manager hears the appeal, it must be held within 30 working days of receipt of the form appeal by the Personnel Administrator. Written notice of this hearing shall be mailed to the employee not later than ten working days before the hearing date.

In such cases that the City Manager or employee decides that an alternate Hearing Officer shall be utilized, the selection of the alternate Hearing Officer shall be by mutual consent, or the Personnel Administrator shall obtain a list of five qualified and available Hearing Officers from the state Mediation and Conciliation Service.

An at-random selection shall be made between the City and the employee to determine which party shall remove the first person from the list. After the first removal of a person, the parties shall alternately remove persons from the list until one person remains. The last remaining person shall be the alternate Hearing Officer.

In the case where an alternate Hearing Officer is utilized, the alternate Hearing Officer shall, within 30 days of the conclusion of the hearing, make his/her recommended decision to the City Manager for his/her consideration. The City Manager may accept, reject or modify the alternate Hearing Officer's recommendation. The City Manager's determination shall be final.

The hearing shall be public unless the employee, at least five days before the hearing date, files a written request with the Personnel Administrator that the hearing be private. However, notwithstanding a timely request for a private hearing, the City Manager or his/her designee, hereinafter referred to as the "Hearing Officer", may order the hearing closed to the public if he/she determines that certain evidence may tend to invade the privacy of others not a party to the discipline or if certain evidence may lead to charges which may subject a non-party to the hearing to discipline, ridicule or undue embarrassment; and at the request of either party. He/she may exclude witnesses from the audience.

The Hearing Officer shall preside at such hearing and shall determine whether to reverse any disciplinary action taken; modify the disciplinary action by implementing a lesser or

more severe penalty; or sustain the action of the appointing authority, within ten working days after such hearing. The Hearing Officer shall support his/her recommendation with appropriate findings resulting from the evidence submitted at the appeal hearing.

Subsection 8.93 - Hearing Expenses/Alternate Hearing Officer Services - In such cases where the employee or the City Manager decides that an alternate Hearing Officer preside over the hearing, the employee and the City shall each be responsible for one-half of the costs associated with the services of the alternate Hearing Officer.

All other sections of the existing Appeals Process shall remain unchanged.

#### Disciplinary Action

99-39

Effective July 5, 1999, counseling memoranda and written reprimands for General Unit Employees that are at least three years old and any future counseling memoranda and written reprimands that become three years old, shall at the request of the employee, be sealed. Sealed files will be temporarily removed from the employee's file immediately prior to anyone inspecting the employee's file.

#### **Article 3. - Employee Personnel File**

76-63

No material relating to performance appraisal, salary action or disciplinary action shall be placed in the personnel file of a General Unit Employee, without the employee first being given an opportunity to read such materials. The employee shall acknowledge that he has read such material by affixing his signature to the material to be filed, with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with the appropriate notation by the person filing it.

#### **Article 4. - Employee Response to Performance Evaluation**

84-84

The City and General Unit Employees agree to amend the Employees' Manual to provide that an employee may respond in writing to a written employee performance evaluation. Such response shall be directed to the Department Head and a copy of the response shall be placed in the employee's official personnel file at the employee's request.

**SECTION VIII HEALTH AND SAFETY****Article 1. – Safety**

74-22, 2015-61

The City shall place increased emphasis on its efforts to provide for the safety of employees during the hours of their employment by instituting the following actions in coordination with employees and SEIU Local 721:

- a. On or about 30 days after the effective date of this Memorandum, a Safety Advisory Committee consisting of City management and representatives of the General Unit Employees shall be established by the City and shall convene its initial meeting. The Committee shall establish procedures to carry out its general objective of advising the City on means of achieving increased employee safety in its operations on an on-going basis. It will be the responsibility of the Committee to analyze and assess existing safety practices and procedures, and to propose modifications and amendments, having due regard for the newly enacted State legislative standards. The Committee will have the function of receiving, assessing and making recommendations to the City regarding employee and employee organization communications pertaining to employee safety matters.
- b. Disseminating and familiarizing General Unit Employees with existing safety procedures.

75-79

Employees shall be responsible for adherence to all safety rules and regulations. Such training as is necessary shall be scheduled and conducted by qualified personnel.

**Article 2. - Rest and Recovery**

96-69

The Safety Advisory Committee shall review and make recommendations on safety concerns with regard to rest and recovery issues for employees required to work beyond their normal shifts.

99-39

The City agrees to finalize its review and implement a rest and recovery policy for General Unit Employees no later than May 15, 1999.

2006-38, 2014-03

Effective July 24, 2006, the City's Rest and Recovery policy shall be amended as follows: "The Rest and Recovery policy is intended for those unplanned occasions where an employee works additional hours within the standard sleep hours (9:00 pm to 5:00 am). In cases where the assignment is planned in advance, and is a temporary but continuous change in the employee's work shift, which lasts in excess of two days, the work schedule may be adjusted as dictated by the assignment. When such work shift is modified pursuant to these circumstances, the employee will receive an hourly premium of 10



percent additional salary for those hours worked outside of the employee's normal shift hours. No other additional pay will be granted." The number of hours worked within the standard sleep period will be added to the beginning of the shift on the following day.

### **Article 3. - First Aid Kits**

90-69

The City shall provide first-aid kits in all City lunch rooms.

94-66

The City agrees to provide First Aid Kits within reasonable access, and to set up a schedule to check and maintain such Kits at an appropriate level.

### **Article 4. - Safety Equipment**

90-69

The City shall provide self-contained breathing apparatus (with 30 minute air supply) and portable gas detection meters for employees assigned to Sanitation Plant and flood control responsibilities involving hazardous activities affecting respiration. One back-up apparatus shall be provided per crew.

### **Article 5. - Police Service Assistant Training**

90-69

Police Service Assistants shall be provided periodic safety awareness training as it relates to their being assigned to work alone outside of the Police Facility.

### **Article 6. - Substance Abuse Policy**

90-69

The City and General Unit Employees adopt a Substance Abuse Policy except that substance abuse testing provisions shall not become effective until an Employee Assistance Program is implemented. The Substance Abuse Policy shall contain a statement authorizing the City to proceed on implementation of a separate drug testing program for Transit employees should the City be so required by federal granting agencies or other legal authority. The Policy shall be incorporated into City of Simi Valley Employee's Manual.

94-66

Effective June 27, 1994, the City shall amend Employee's Manual, Policy 33, Section 33.2, to read as follows:

The unlawful manufacture, distribution, dispensing, possession, sale, use and/or transportation of narcotics, drugs, controlled substances or alcoholic beverages by employees while on duty, driving a City vehicle or on City property is illegal and forbidden. Further, no employee shall report to work under the influence of narcotics, drugs, controlled substances, whether prescribed or not, alcohol or any other substance which may impair the employee's ability to perform his/her job in a safe and efficient manner. Violation of this policy may result in disciplinary action, even for a first offense. However, reasonable efforts at rehabilitation will be offered to encourage employees to remain active and productive members of the City's work force.

Effective June 27, 1994, the City shall also amend the Employee's Manual, Policy 33, Section 33.43, to read as follows:

**CHEMICAL TESTING** - The examination of blood, breath, and/or urine to determine if a person has used prohibited materials.

Effective June 27, 1994, the City shall also amend the Employee's Manual, Policy 33, Section 33.7, to read as follows:

**SCREENING FOR JUST CAUSE** - The City may require a blood test, urinalysis, and/or other drug-alcohol screening of those employees alleged to be using or being under the influence of a drug or alcohol. Such screening shall be determined by medical personnel. The City will utilize the "reasonable suspicion" and "objective symptoms" standards to compel testing. Employees will be asked to complete a Drug Screening Consent Form. Chemical testing shall be conducted in a manner which assures a high degree of accuracy, reliability, and confidentiality. The City will use those tests and their associated standards that are admissible in a California court of law. Where technically advisable, the City shall use the Gas Chromatography/Mass Spectrometry Method for confirmation testing of positive samples.

The City affirms the necessity to uphold a high regard for privacy and dignity in the sampling process. The procedure used shall include an unbroken chain of custody from sample collection to return of the written report. Chemical testing shall be performed at a local medical facility selected by the City.

The split sample shall be preserved such that three independent tests may be conducted. If the initial test is positive, the City shall conduct a confirmation test using a court admissible testing technique. If the confirmation test is positive, the employee may re-test the sample at a laboratory of his/her own choosing and at his/her own expense.

All other provisions in the Substance Abuse Policy shall remain in full force and effect.

**ATTACHMENT 1****CLASSIFICATIONS INCLUDED IN THE GENERAL UNIT**

Account Clerk I/Account Clerk II  
Accounting Technician  
Administrative Technician (2015-39)  
Building Inspector I, II/Senior Building Inspector  
Building Maintenance Technician  
Clerk I/Clerk II  
Code Enforcement Technician  
Collection System Technician Trainee (2011-34)  
Collection System Technician I (2011-34)  
Collection System Technician II (2011-34)  
Computer Operator  
Contract Compliance Technician  
Counter Services Technician  
Crime Analyst Technician (2010-19)  
Crime Scene Investigator Trainee/Crime Scene Investigator I, II (2014-08)  
Custodian/Senior Custodian  
Customer Service Representative/Senior Customer Service Representative  
Electrical Inspector  
Engineering Aide  
Engineering Technician/Senior Engineering Technician  
Environmental Compliance Inspector  
Field Laboratory Technician  
Geographic Information System Technician  
Graphics/Support Services Technician  
Heavy Equipment Operator  
Human Resources Technician/Senior Human Resources Technician  
Industrial Painter  
Instrumentation Technician/Senior Instrumentation Technician  
Inventory Support Technician  
Laboratory Technician/Senior Laboratory Technician  
Legal Technician (2013-28)  
Maintenance Worker I, II, III  
Mechanic I, II  
Nutrition Services Worker  
Paralegal  
Planning Technician  
Plant Electrician (2012-47)  
Plant Maintenance Program Technician  
Plant Maintenance Technician I, II, III  
Plant Operator Trainee/Plant Operator I, II, III  
Plumbing/Mechanical Inspector  
Police Dispatcher Trainee/Police Dispatcher/Senior Police Dispatcher  
Police Maintenance Coordinator

Police Maintenance Technician/Senior Police Maintenance Technician  
Police Records Technician I, II/Senior Police Records Technician  
Police Services Assistant  
Printer  
Property Officer  
Property Technician  
Public Works Dispatcher  
Public Works Inspector  
Recording Secretary  
Secretary  
Senior Center Aide  
Support Services Worker  
Theater Technician I, II  
Transit Coach Operator  
Transit Dispatcher/Senior Transit Dispatcher  
Transit Operations Assistant  
Tree Trimmer I, II/Senior Tree Trimmer  
Utilities Specialist  
Victim Advocate  
Waterworks Meter Reader  
Waterworks Services Worker Trainee/Waterworks Services Worker I, II, III  
Waterworks Systems Technician

**ATTACHMENT 2**

**CLASSIFICATIONS ELIGIBLE FOR UNIFORMS**

Building Maintenance Technician  
Collection System Technician I, II, Trainee  
Custodian  
Environmental Compliance Inspector  
Heavy Equipment Operator  
Industrial Painter  
Instrumentation Technician  
Laboratory Technician  
Maintenance Worker I, II, III  
Mechanic I, II  
Plant Maintenance Program Technician  
Plant Maintenance Technician I, II, III  
Plant Operator I, II, III, Trainee  
Police Dispatcher\*, Trainee\*  
Police Services Assistant\*  
Property Officer  
Property Technician  
Senior Custodian  
Senior Instrumentation Technician  
Senior Laboratory Technician  
Senior Police Dispatcher\*  
Senior Tree Trimmer  
Transit Coach Operator  
Transit Operations Assistant\*  
Tree Trimmer I, II  
Waterworks Services Worker I, II, III, Trainee  
Waterworks Systems Technician

\* Noted job classifications also receive uniform allowance in accordance with Section IV, Article 12 of the MOA.

**ATTACHMENT 3**

**CLASSIFICATIONS ELIGIBLE FOR BOOTS**

Building Maintenance Technician  
Building Inspector I, II  
Collection System Technician I, II, Trainee  
Custodian  
Electrical Inspector  
Environmental Compliance Inspector  
Heavy Equipment Operator  
Industrial Painter  
Instrumentation Technician  
Laboratory Technician  
Maintenance Worker I, II, III  
Mechanic I, II  
Plant Electrician  
Plant Maintenance Program Technician  
Plant Maintenance Technician I, II, III  
Plant Operator I, II, III, Trainee  
Plumbing/Mechanical Inspector  
Police Maintenance Technician  
Property Officer  
Property Technician  
Public Works Inspector  
Senior Building Inspector  
Senior Custodian  
Senior Instrumentation Technician  
Senior Laboratory Technician  
Senior Police Maintenance Technician  
Senior Tree Trimmer  
Tree Trimmer I, II  
Waterworks Meter Reader  
Waterworks Systems Technician  
Waterworks Services Worker I, II, III, Trainee

Should the Department Head or designee deem that safety boots are required for occasional use for any classification not listed above, the department will reimburse the employee up to the maximum allowance indicated in Section IV, Article 13, Safety Boot/Footwear Allowance.

**ATTACHMENT 4**

**CLASSIFICATIONS ELIGIBLE FOR INEQUITY ADJUSTMENTS**

Account Clerk I  
Account Clerk II  
Accounting Technician  
Building Inspector I  
Building Inspector II  
Clerk I  
Clerk II  
Contract Compliance Technician  
Counter Services Technician  
Crime Scene Investigator  
Crime Scene Investigator Trainee  
Customer Service Representative  
Electrical Inspector  
Engineering Aide  
Engineering Technician  
Environmental Compliance Inspector  
GIS Technician  
Human Resources Technician  
Industrial Painter  
Laboratory Technician  
Legal Clerk  
Mechanic I  
Nutrition Services Worker/Cook  
Planning Technician  
Plumbing/Mechanical Inspector  
Police Records Technician I  
Police Records Technician II  
Police Services Assistant  
Printer  
Property Technician  
Public Works Inspector  
Recording Secretary  
Secretary  
Senior Building Inspector  
Senior Center Aide  
Senior Engineering Technician  
Senior Human Resources Technician  
Senior Laboratory Technician  
Senior Police Dispatcher  
Senior Police Records Technician  
Transit Coach Operator  
Transit Dispatcher  
Transit Operations Assistant  
Waterworks Meter Reader

**ATTACHMENT 5****SIDE LETTER OF AGREEMENT REGARDING CALPERS HEALTH  
INSURANCE, JANUARY 1, 2014**


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**Side Letter of Agreement  
Between the City of Simi Valley and  
Service Employees International Union**

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The City of Simi Valley ("City") and Service Employees International Union ("SEIU") have met and conferred and reached an agreement on this Side Letter of Agreement to the Memorandum of Agreement ("MOA") between the City and the SEIU. This Side Letter of Agreement agrees to amend Section IV (Benefits), Article 4 (Medical, Dental and Vision Insurance) of the MOA. The agreement reached between the parties is not intended to supersede any of the other terms and conditions of employment contained in the MOA.

**CALPERS HEALTH INSURANCE**

- A. Effective January 1, 2014, the City will contract with the Public Employees' Retirement System for medical insurance through the Public Employees Medical and Hospital Care Act ("PEMHCA").
- B. For employees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each employee. The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.
- C. In addition to the required statutory minimum contribution required under PEMHCA, eligible regular employees shall be provided with a flexible benefit package (Simi Flex dollars, described in the matrix below), which may be used by the employee to offset the cost of medical, dental, or vision insurance, or other optional benefits. The Simi Flex amount will vary depending upon the medical plan and coverage level selected. It is agreed that the monthly Simi Flex will not exceed \$1,422.30 per month, per employee, not including the PEMHCA minimum, with a maximum cash amount of \$201.30 per month, per employee.
- D. If an employee chooses not to enroll in a health plan, the employee will only receive Simi Flex in the amount of \$201.30 per month.

Monthly Simi Flex Amount January 1, 2014 through December 31, 2014	Employee Only	Employee Plus One	Family
<b>Medical Insurance – HMO</b>			
Anthem Select	\$554.30	\$1006.30	\$1319.54
Anthem Traditional	\$554.30	\$1006.30	\$1422.30
Blue Shield Access+	\$552.20	\$1006.30	\$1304.06
Blue Shield NetValue	\$477.80	\$873.30	\$1110.60
Health Net Salud y Mas	\$507.74	\$933.18	\$1188.44
Health Net SmartCare	\$554.30	\$1006.30	\$1422.30
Unitedhealthcare	\$554.30	\$1006.30	\$1350.48
Kaiser CA	\$554.30	\$1006.30	\$1422.30



<b>Medical Insurance – PPO</b>			
PersCare PPO	\$554.30	\$1006.30	\$1422.30
PersChoice PPO	\$554.30	\$1006.30	\$1422.30
PersSelect PPO	\$554.30	\$1006.30	\$1422.30
<b>No Medical Insurance</b>	\$201.30	\$201.30	\$201.30

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

This Side Letter of Agreement is executed this 9<sup>th</sup> day of October, 2013, by the employer-employee relations representative who signatures appear below for their respective organizations.

**Service Employees International Union:**

Laura Espinosa 10/9/13  
 Laura Espinosa, Lead Worksite Organizer

**City of Simi Valley:**

Eric J. Levitt  
 Eric J. Levitt, City Manager

James Purtee 10/9/13  
 James Purtee, Assistant City Manager

**ATTACHMENT 6****SIDE LETTER OF AGREEMENT REGARDING RETIREE MEDICAL  
BENEFITS, JULY 1, 2002****LETTER OF AGREEMENT BETWEEN  
THE CITY OF SIMI VALLEY  
AND THE GENERAL UNIT  
REGARDING RETIREE MEDICAL BENEFITS**

This agreement shall be effective retroactive to July 1, 2002, and shall apply to all General Unit employees who meet the requirements of this agreement as stated below.

**BENEFIT PERIOD**

General Unit employees who retire from the City of Simi Valley on or after July 1, 2002, may select one of the following options for health coverage:

**Option One**

The City shall contribute the benefit amount described below for employee-only coverage for active General Unit employees on the City's group health plan for a period of 24 months for retirees that served ten (10) years with the City prior to retirement. Retirees who served more than 10 years with the City prior to retirement will receive an additional four (4) months of coverage for each additional year of service. The maximum benefit a retiree can receive shall be eight (8) years of coverage, including the initial 24-month period.

<b>Years of Service</b>	<b>Benefit Duration</b>	<b>Years of Service</b>	<b>Benefit Duration</b>
10	2 years	20	5 years 4 months
11	2 years 4 months	21	5 years 8 months
12	2 years 8 months	22	6 years
13	3 years	23	6 years 4 months
14	3 years 4 months	24	6 years 8 months
15	3 years 8 months	25	7 years
16	4 years	26	7 years 4 months
17	4 years 4 months	27	7 years 8 months
18	4 years 8 months	28 or more	8 years (maximum)
19	5 years		

**Option Two**

The City shall contribute the benefit amount described below for employee-plus-one coverage for active General Unit employees on the City's group health plan for a period of 12 months for retirees that served ten (10) years with the City prior to retirement. Retirees who served more than ten (10) years with the City prior to retirement will receive an additional two (2) months of coverage for each additional year of service. The maximum benefit a retiree can receive shall be four (4) years of coverage including the initial 12-month period.

Years of Service	Benefit Duration	Years of Service	Benefit Duration
10	1 year	20	2 years 8 months
11	1 year 2 months	21	2 years 10 months
12	1 year 4 months	22	3 years
13	1 year 6 months	23	3 years 2 months
14	1 year 8 months	24	3 years 4 months
15	1 year 10 months	25	3 years 6 months
16	2 years	26	3 years 8 months
17	2 years 2 months	27	3 years 10 months
18	2 years 4 months	28 or more	4 years (maximum)
19	2 years 6 months		

**BENEFIT AMOUNT**

The City shall pay an amount equal to the premium of the lowest cost medical plan for the General Unit and the retiree will be responsible for the difference between the actual premium rate for the health coverage selected and the retiree benefit amount. This amount shall be reestablished annually once rates are received. Following are the lowest cost medical plan rates for 2002 and 2003:

Coverage	2002	2003
Employee Only	\$201.72	\$227.94
Employee Plus One	\$403.92	\$473.36

If the retiree elects Medicare supplement coverage during the applicable benefit duration, the City will pay the amount of that premium on the retiree's behalf for the remainder of the benefit duration. In no event, however, will the City-paid benefit amount exceed the premium of the lowest cost medical plan specified above.

**BENEFIT OPTIONS**

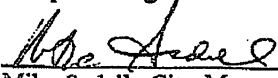
Retired General Unit employees have the option of paying for health coverage beyond the benefit duration provided by the City as described above at retiree rates.

General Unit employees who are at least 50 years of age and are retiring with a minimum of five years of service credit with the Public Employees' Retirement System (PERS) may delay receiving retiree medical benefits up to five years from their date of retirement.


Retired General Unit employees may elect to participate in the City's group dental and vision plans, at the prescribed premium rates with no City contribution. These plans must be purchased together in accordance with carriers' terms.

Retirees who meet the requirements of this agreement effective July 1, 2002, shall begin receiving applicable benefits prospectively effective the first of the month following approval of this agreement.

The parties agree to the forgoing provisions.

  
Mike Sedell, City Manager

Date

  
Mark Pachowicz, Executive Director

Date

**ATTACHMENT 7****SIDE LETTER OF AGREEMENT REGARDING SIMI FLEX BENEFIT,  
AUGUST 19, 2015****SIDE LETTER OF AGREEMENT BETWEEN  
THE CITY OF SIMI VALLEY  
AND SEIU LOCAL 721  
REGARDING THE SIMI FLEX BENEFIT**

The City of Simi Valley ("City") and Service Employees International Union Local 721 ("SEIU Local 721") have met and conferred and reached an agreement on this Side Letter of Agreement ("MOA"). This Side Letter of Agreement amends Section IV (Benefits), Article 4 (Medical, Dental and Vision Care Insurance) of the MOA.

**Simi Flex Benefit**

In addition to the contributions paid by the City for medical, dental, and vision, insurances, the City provides a Simi Flex cash benefit that may be used to offset the employee's cost of medical, dental, and/or vision insurance and other optional benefits. For the 2016 and 2017 plan years, the City shall adjust the Simi Flex amounts (excluding opt-out Simi Flex) by 80% of the average change in employee out-of-pocket medical plan costs (increase or decrease, as applicable) for the five HMO medical plans with the highest General Unit enrollment in the prior year.

For the 2016 health plan year (beginning with the first pay period in December 2015), the Simi Flex amounts will increase by 80% of the average change in the employee out-of-pocket medical plan costs for the Kaiser, Anthem Traditional, Anthem Select, Blue Shield Access+, and Blue Shield NetValue HMO plans as follows:

5 HMO Plans with Highest GU Enrollment in 2015	Employee Out-of-Pocket Medical Plan Cost* (Monthly)					
	Employee Only		Employee Plus One		Employee Plus Family	
	2015	2016	2015	2016	2015	2016
Anthem Traditional	\$509.62	\$485.64	\$1,141.24	\$1,096.28	\$1,520.20	\$1,462.66
Anthem Select	\$371.40	\$418.47	\$864.80	\$961.94	\$1,160.84	\$1,288.02
Blue Shield Access+	\$395.86	\$441.53	\$913.74	\$1,008.06	\$1,224.46	\$1,347.98
Blue Shield NetValue	\$363.40	\$451.46	\$848.82	\$1,027.92	\$1,140.06	\$1,373.80
Kaiser CA	\$399.18	\$418.83	\$920.36	\$962.66	\$1,233.06	\$1,288.96
<b>Average</b>	<b>\$407.89</b>	<b>\$443.19</b>	<b>\$937.72</b>	<b>\$1,011.37</b>	<b>\$1,255.72</b>	<b>\$1,352.28</b>
Average Change:	\$35.30		\$73.65		\$96.56	
80% of Average Change:	x 80% = \$28.24 increase to Simi Flex		x 80% = \$58.92 increase to Simi Flex		x 80% = \$77.25 increase to Simi Flex	

\* Employee Out-of-Pocket Medical Plan Cost is the full plan premium minus the City's medical contribution (PEMHCA monthly minimum; \$122 for 2015 / \$125 for 2016 / TBD for 2017). **The maximum cash for any plan will not exceed \$251.30.**

Side Letter Agreement  
Between City and SEIU Local 721  
2016 & 2017 Simi Flex Benefit  
Page 2

After applying the methodology described above, the Simi Flex amounts for the 2016 and 2017 plan years are as follows:

<b>Medical Plan Coverage</b>	<b>2015 Simi Flex*</b>	<b>2016 Simi Flex*</b>	<b>2017 Simi Flex*</b>
Employee Only	\$601.30	\$629.54	TBD**
Employee Plus One	\$1,053.30	\$1,112.22	TBD**
Employee Plus Family (more than two persons)	\$1,469.30	\$1,546.55	TBD**
Opt Out of Medical	\$251.30	\$251.30	\$251.30


\*Simi Flex amounts for part-time employees are pro-rated according to the percentage of full-time work schedule assigned.

\*\*2017 Simi Flex amounts will be determined, using the methodology described above, once the medical insurance rates are released for the 2017 plan year. **The maximum cash for any plan will not exceed \$251.30.**

The parties agree that at the expiration of the term of the MOA (June 30, 2017), the parties will reevaluate the 80-20 concept.

This Side Letter of Agreement is executed this 19 day of August, 2015, by the employer-employee relations representative who signatures appear below for their respective organizations.

**Service Employees International Union,  
Local 721:**


  
Aram Agdaian, Lead Negotiator

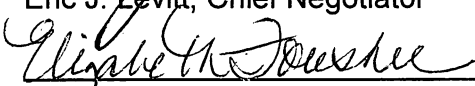
**City of Simi Valley:**

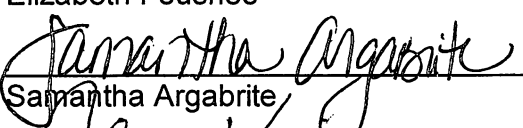
  
Eric J. Levitt, City Manager  
Alternate Lead Negotiator

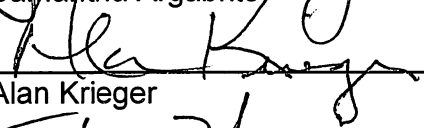
This Memorandum of Understanding represents the agreement and understanding of the representatives of the General Membership of the Union and the City Council of the City of Simi Valley. This document shall become binding on the Membership of the Union and the City of Simi Valley only when ratified by the City Council.

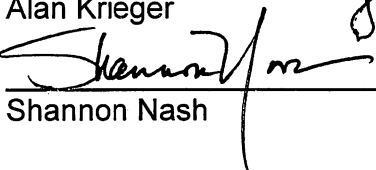
**FOR THE CITY OF SIMI VALLEY:**

  
Eric J. Levitt, Chief Negotiator

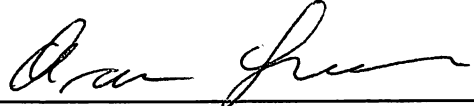
  
Elizabeth Foushee

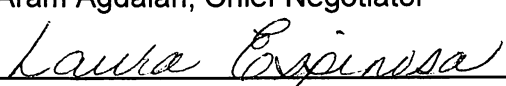
  
Samantha Argabrite

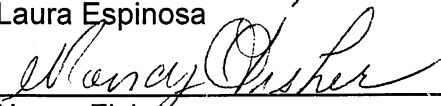
  
Alan Krieger

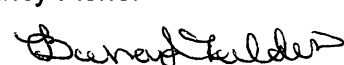
  
Shannon Nash


**FOR S.E.I.U. LOCAL 721:**

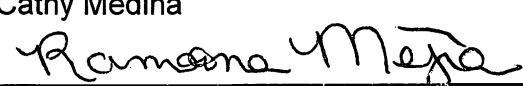
  
Aram Agdaian, Chief Negotiator


  
Laura Espinosa

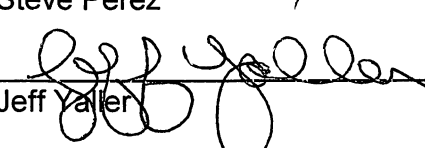
  
Nancy Fisher

  
Bernard Felder

  
Cathy Medina

  
Ramona Mejia

  
Steve Perez

  
Jeff Yaller



# City of Simi Valley

July 1, 2015, through June 30, 2017



**SEIU Local 721**

**2472 Eastman Ave Ste 30  
Ventura CA 93003-5774**

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

**[www.seiu721.org](http://www.seiu721.org)**

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