

SEIU Local 721
City of Santa Paula

Memorandum of Understanding

**July 1, 2016,
through
June 30, 2017**



MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Service Employees International Union (SEIU) Local 721 hereinafter designated as "Union".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2016-17 commencing July 1, 2016 and concluding June 30, 2017.

UNDERSTANDING AND AGREEMENTS

The following understandings and agreements shall not become effective until ratified by the City Council:

1. EXCLUSIVE REPRESENTATION

This memorandum covers employees in Local 721, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

1.1.1 Agency Shop

Any employee whose job classification is identified in Appendix A, shall, within the first 30 days of such hire date as a condition of continued employment, either be required to join

the Union or pay the Union a service fee not to exceed the dues amount.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the union. Employees will be required to provide proof in a form of a letter from their pastor/minister of the bona fide religion, body or sect. However, those employees will be required to pay sums equal to the dues to non-religious, non-labor charitable funds exempt from taxation under the IRS code. Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the employee organization.

The Union shall hold the City harmless and shall fully and promptly reimburse the City for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the City or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the City.

1.1.2 Organizational Security/Union Dues

Any employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the City during the term of the agreement; provided however that any employee in the unit may terminate such full Union dues during the period not less than thirty (30) days and not more than forty-five (45) days before the expiration of this Memorandum of Understanding by notifying the Union of their termination of dues in writing with a letter or statement containing the following information: employee name, employee number, job classification and department name from which dues are to be cancelled. The Union will provide the City's Human Resources Division with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The service fee, per Article 1.1.1 shall remain in effect.

2. UNION RIGHTS

- 2.1** SEIU designated members, selected by the Union, shall be entitled to an aggregate (combined) release time of no more than 80 paid hours of leave to attend Union training and seminars during the term of the MOU. Such time is in addition to time spent in meet and confer sessions with City representatives and is subject to a minimum, when possible, of ten days advance notice to the employee's Department Head or designee. Release time for SEIU members is subject to departmental organizational needs and will not be permitted without prior approval of the employee's Department Director or designee. The Union shall monitor the hours used by SEIU members to ensure that the 80 hours is not exceeded; the City shall create a payroll activity code (RHU) that designated employees shall use to properly code paid leave used for this purpose in the City's timekeeping system.

2.2 Labor-Management Meetings

2.2.1 MOU Employee Representation

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

2.2.2 Consultation

During the term of this agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as union representatives as defined above.

2.3 Union Information

Union materials provided by the Union will be provided to eligible employees as a part of the new orientation process. The Union will be responsible for supplying materials.

2.4 Union Bulletin Boards

SEIU shall have a designated union bulletin board in every work facility or break room where represented employees work or congregate. The bulletin board and designated space shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Human Resources Manager. The locations of the bulletin boards shall include but not be limited to the following locations: Public Works-Water Yard, Corporation Yard and Engineering Administration Office; City Hall, Police Department, Community Development Building and Community Center. Material shall be signed and dated by a steward/leader or staff of

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment; promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

4. SALARY COMPENSATION

4.1 Salary Adjustments

Effective the first full pay period commencing on or after October 1, 2016, all unit members will receive a 2 percent (2.0%) base salary increase.

Effective the first full pay period commencing on or after October 1, 2016, the position classification and compensation plan will be adjusted to increase the compensation amount at all Steps (1-5) by 1.5% for the following four lead worker positions:

- 1) Water Distribution Lead Worker
- 2) Equipment Maintenance Lead Worker
- 3) Facilities Maintenance Lead Worker
- 4) Street Maintenance Lead Worker

Effective the first full pay period commencing on or after the October 1, 2016, the position classification and compensation plan will be adjusted to increase the compensation amount to all Steps (1-5) by 2.0% for the following Water Division positions:

- 1) Water Distribution Worker

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty four (24) hour periods.

5.2 Regular Work Day

The normal daily work schedule (40 hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break. Maintenance employees receive a half (1/2) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Union. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

5.3 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to Unit members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

5.4 Regular Work Period

A regular work period for those employees on the 9/80 schedule shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternative work schedules.

5.5 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day' for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of

- 2) Water Distribution Worker II
- 3) Water Distribution Worker III
- 4) Water Distribution Worker IV
- 5) Water Distribution Lead Worker
- 6) Water System Operator I
- 7) Water System Operator II

4.1.1 Merit Increase/Step Increase

Merit/step increases will become effective on the actual anniversary date of the employee.

4.1.2 Evaluations

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date.

4.2 Salary Schedule

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

4.3 Base Wages

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by 80.

4.4 Regular Rate of Pay

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

4.5 Direct Deposit

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

5. HOURS OF WORK

5.1 Work Cycle

work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

6. OVERTIME

6.1 Overtime Definition

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or workweek. For purposes of determining OT, hours worked shall include paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, but not sick leave or leave without pay. Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. Hours worked will also not include sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty hours of compensatory time may be accrued in a calendar year.

6.2 Standby

Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of \$2.00 per hour on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and \$1.00 for all other periods for the hours that the employee remained available. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

The City has the exclusive right to determine the need for standby and time of standby. While on standby status, employees will be required to carry and utilize a City-issued pager or cellular telephone; respond via telephone within ten (10) minutes to any call or page; and or report fit-for-duty within thirty (30) minutes following receipt of call-out information.

6.3 Callback

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two hour minimum period; therefore the "minimum of two hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

The City has the exclusive right to determine the need for call back and the time of call back.

6.4 Limitation of Overtime

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

6.5 Special Events

Employees who work special events sponsored by the City, including the Citrus Festival and Santa Paula Beautiful, may elect to earn compensatory time in lieu of overtime for hours worked exceeding the employee's regularly scheduled workweek, subject to the forty (40) hour compensatory time accumulation per calendar year and the limitations on overtime specified in Section 6.1.

7. SHIFT DIFFERENTIALS

7.1 Shift Differential

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m. will be paid a shift differential at a rate set (5%) above his or her then current base monthly step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers compensation calculations will be determined in accordance with the provisions of the FLSA.

7.1.1 Flex Time

Employees on flex time or who work between the hours of 5 p.m. and 8 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

7.2 Work In Higher Class

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected department head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the department head.

8. OTHER COMPENSATION AND BENEFITS

8.1 Tuition Reimbursement

Tuition reimbursement may be made up to \$1,500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval prior to commencing the course. All approvals will be based on staffing levels of the department and affect of city operations.

8.2 Uniform Allowance

Unit employees in a Public Works and Community Services Maintenance classification (including Mechanics and Water personnel), Building Inspector, Records Clerk and Animal Control Officer classifications covered by this agreement who is required to have and maintain a uniform shall receive an allowance in the amount of \$18.33 bi-weekly (\$476.58 annually) to be used exclusively for the purchase of work trousers and maintenance of uniforms (laundry, repairs, etc.).

Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed seven (7) shirts for Public Works and Community Services employees and five (5) shirts for all other classifications who receive the uniform allowance in a fiscal year.

Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. Employees are permitted to use City uniforms and equipment only while on the official duty of the City. Employees on sick leave, industrial

disability leave, or leave of absence for more than four continuous weeks are not entitled to the uniform allowance for the period of time away from work.

Non-prescription safety glasses, gloves, vests, hard hats, jackets, hats and ear protection will be distributed by the Department Head on an as needed basis.

Public Works Maintenance (including Mechanics), Water Distribution, Water Operations personnel, and the Engineering Technician/Inspector will be issued a purchase requisition not to exceed the amount of Two hundred dollars (\$200.00) to a vendor selected by the City when replacement prescription safety glasses are required, employees may also go to his/her own optometrist and submit a request for reimbursement through the Finance Department. Specifications will be determined by the City. One (1) pair of safety glasses will be provided as required every two years. Public Works Maintenance (including Mechanics), Water Distribution and Water Operations personnel, and the Engineering Technician/Inspector may request additional prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval. Eye examinations are the responsibility of the employee.

8.2.1 City Contribution-Safety Boots

All represented employees required to wear safety boots as determined by the department head will be issued a purchase voucher in the amount of two hundred twenty-five dollars (\$225.00) to a vendor selected by the City when replacement safety boots are required.

The safety boot reimbursement can be used to resole City provided safety boots and purchase safety boot accessories, including work socks, laces, insoles, waterproofing and/or care kits. Safety boot specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30th. All represented employees required to wear safety boots may request one (1) additional pair of safety boots, not to exceed \$225.00, provided they submit a written request to the department head who will make a final determination.

8.3 Bilingual Pay

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. Effective January 1, 2009, all eligible employees will receive \$650 per year (\$25.00 per pay period.)

8.4 Emergency Disasters

Employees will be required to mark "overtime" versus "comp time" on their time sheets, when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees' work time.

8.5 Certificates and License

Effective January 1, 2014 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 endorsement:

1. Wastewater Treatment Certification Grades Operator in Training (OIT), I, II, III and IV issued by the California State Water Resources Control Board for Wastewater Treatment Plant Operators, Grades I, II, and III as required by job description.
2. State of California Department of Motor Vehicles Class "A" or "B" licenses as required and approved by the Department Head (including the cost of required physical examination).
3. Water Treatment Certification Grades T1, T2, T3, T4 and T5 issued by the California Department of Public Health as required by the job description.
4. Distribution System Certification Grades D1, D2, D3, D4 and D5 issued by the California Department of Public Health as required by the job description.
5. Certified Unified Program Agencies (CUPA) as required by the job description.

9. HOLIDAYS

9.1 Holiday Listing

On January 1st of each year and on July 1st of each year, unit personnel receive a Holiday Leave Bank of 54 hours paid at straight time to be used for holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation; sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

Any extra hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available. The following days are considered holidays:

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

Veteran's Day- November 11th
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Day - December 25
 Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed.

The City will grant 4.5 hours off on Christmas Eve afternoon and 4.5 hours off on New Years Eve afternoon to employees who are on duty on those days, when these holidays fall on regularly scheduled work days. The City will not grant these hours to employees who are in a leave status. These hours are not part of the Holiday Bank and cannot be carried over to another work day. The intent is to close the City and give employees who actually worked the first 4.5 hours of the day the afternoons off to spend with their families. Such time off will be granted only on those half days when otherwise required to work, allowing staff to leave early if it is a workday, not carry over to another day.

10. VACATION

10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. Effective January 1, 2006, an employee may accumulate up to a maximum of two-hundred sixty (260) hours accrued Vacation Leave as of the end of the pay period that includes December 31 of each calendar year and any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred sixty (260) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

10.1.1

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services,

Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

10.1.2

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of the Supervisor or Department Head. If the request is denied, reason must be given in writing at time of denial.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

10.2 General Provisions

10.2.1 Vacation Credit

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

10.2.2 Vacation Usage

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 260 hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

10.2.3 Vacation Schedule

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

10.2.4 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

10.2.5 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

10.3 Vacation Buyback

Unit employees may sell up to forty (40) hours of vacation leave and/or comp leave in December subject to the following conditions:

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.
2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.
3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

11. SICK LEAVE

11.1 General

11.1.1 Entitlement

Employees hired after October 1, 1988 receive no payment of sick leave at termination. As a part of the City's Sick Leave Incentive Program, employees will receive pay credit based upon sick leave usage from the beginning of the pay period paid first in November, to the end of the pay period paid last in October, for yearly usage according to the following schedule. Payment is made with the first payday of December.

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

Sick Leave Incentive Schedule

<u>Total Sick Leave Used</u>	<u>Additional</u>
<u>Pay</u>	
Not Over:	
0 hours	24 hours
2 hours	16 hours
4 hours	15 hours
6 hours	14 hours
8 hours	13 hours
10 hours	12 hours
12 hours	11 hours
14 hours	10 hours
16 hours	9 hours
18 hours	8 hours
20 hours	7 hours
22 hours	6 hours
24 hours	5 hours
26 hours	4 hours
28 hours	3 hours
30 hours	2 hours
32 hours	1 hour

Newly hired employees who have not worked a full year will have their additional credit prorated based on their length of service. Employees who terminate prior to the end of the plan will not receive any of this benefit. Employees out on industrial leave for a period of thirty (30) consecutive days will not be eligible for the sick leave incentive pay.

11.1.2 Usage

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to

work, the employee shall complete and submit the "City's Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

11.1.3 Over 3-Day Absence

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

11.2 Leave Transfer

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation and sick leave to less than 40.0 hours in each bank.
2. All such transfers shall be approved by the Personnel Officer or his/her designee.
3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

11.3 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per incident of death and serious illness shall be granted by the Department Head in case of the death or serious illness of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse, aunt, uncle, cousin, niece, nephew daughter-in-law, son-in-law or brother-in-law. Also applies to persons related by blood or marriage residing in an employee's home.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

11.4 Prenatal Leave

Sick leave up to the limit of accumulated sick leave time shall be granted for pregnancy and normal recovery from childbirth. Additional time away from work, to care for newly born or newly adopted child, up to a total of six (6) months (which does not qualify as sick leave), will be treated as leave without pay once all other accrued leave has been utilized. Nothing herein is intended to waive other rights as defined by law or order by a State Commission.

11.5 Paternity Leave

A maximum of five (5) days leave with pay shall be granted to Unit members for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave. Nothing herein is intended to waive other rights as defined by law or order by a State Commission.

11.6 Exceptions

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

11.7 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

11.8 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

12. INDUSTRIAL ACCIDENT LEAVE

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence or and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. (Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.)

If the employee is not able to return to work after three (3) calendar days of Industrial Leave

following the day of the injury or illness, the employee shall then be eligible leave under the

Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense. If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

All medical appointments related to industrial injuries must be scheduled during working hours. Overtime compensation will not be available for medical appointments related to industrial injuries that are not scheduled during non-work hours.

12.1 Modified Duty

City and Union agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Rule 3.4.F that all modified duty need not be necessarily confined to the employee's department. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

13. SPECIAL LEAVE

13.1 Miscellaneous Leave With Pay

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

13.2 Leave of Absence Without Pay

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

13.3 Family Care and Medical Leave

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave," Section 7.7.

14. BENEFITS AND INSURANCE

14.1 City Contribution

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City shall provide \$914.60 per month (\$457.30 paid for the 1st and 2nd pay periods of each month) benefit contribution toward each full-time member of the unit.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City agrees to meet annually with SEIU prior to the City's Open Enrollment period to discuss any changes to the design of any health plans, including anticipated changes in premiums.

14.2 Eligibility

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

14.3 Selection

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

14.4 Enrollment

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

14.5 IRS Section 125 Plan

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31st, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1st to October 31st, the City will pay the annual fee and the enrolled monthly employee administrative fee. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1st of each Plan year, the City reserves the right to discontinue its participation in the Plan. The City shall provide a minimum of thirty (30) days notice to the Union prior to the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

14.6 Reopener

Either party may reopen negotiations at any time during the term of the MOU to address the impact of the Affordable Care Act (ACA) or any other change in state or federal law.

15. RETIREMENT

15.1 PERS Plan

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

1. The City shall provide the PERS two and a half (2.5) percent at fifty-five (55) Local

Miscellaneous Members Retirement Program (Government Code Section 21354.4), plus Level III 1959 Survivors Benefits (Government Code Section 21573), plus 1959 Survivor Benefits to Surviving Spouse at Age 60 (Government Code Section 21580), plus Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (Government Code Section 21551), plus one (1) year final compensation benefit (Government Code Section 20042).

2. The City shall provide the PERS two (2) percent at fifty-five (55) for Local Miscellaneous Members Retirement Program for new employees hired after March 20, 2006.
3. New employees hired to the SEIU 721 bargaining unit on or after January 1, 2013 will be subject to the provisions of the Public Employee's Pension Reform Act of 2013 (PEPRA), including any subsequent legislation or court rulings.

15.2 Contribution to PERS

In order to implement the deferred compensation benefits of Internal Revenue Code Section 414 (h) (2), unit salaries were increased six and half percent (6¹/₂ %) in October 1988 in lieu of the City pickup of the retirement contribution.

Should any state or federal agency alter the current income tax treatment of the City's PERS pickup, the consequences of such action will be the sole responsibility of the affected employees and will in no way alter any obligation of the City toward such employees.

Effective January 1, 2008, the City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to one (1%) of the wages upon which employee's retirement contributions are computed. This payment shall not be considered salary by the City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.

The City acknowledges that paying the employee's full share of the PERS contribution is an important item; however, the City currently does not have the financial resources to do so at this time. The City will evaluate its ability to make such additional contributions in future negotiations.

16. WORKING CONDITIONS

16.1 Safe Working Conditions

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Union is authorized to have one member representative (and one alternate) to serve on the General Safety Committee. The Union will be responsible for providing the names of the member and one alternate to the City.

16.2 Work Site Safety Practices

Unit members shall cooperate with management in maintaining good work site safety practices

in all facilities.

16.3 Reporting Unsafe Conditions

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

16.4 Investigations

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

16.5 Safety Equipment

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

16.6 Orientation Period

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

16.7 Layoff Procedure

Layoff procedures were adopted by the City Council as a citywide effort to provide a means to determine which employees are to be demoted or laid off when a reduction in force occurs. Layoff procedures are not exclusive to any bargaining unit, and are referenced in the Santa Paula Municipal Code (SPMC) §33.12. The City agrees to meet with SEIU to discuss any changes in layoff procedures prior to amending §33.12 of the SPMC.

The City may, after such consultation with the affected Union and bargaining units as may be required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced that will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.

a. Definitions. These definitions apply for purposes of layoff, displacement and reemployment:

1. **SENIORITY - CITY SERVICE** ("City Seniority"). The total continuous service in regular or probationary City employment including all positions held in the City work force. City of Santa Paula Paid-Call Fire Service experience is excluded in calculating City Seniority.

2. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. ("Classification Seniority")
The total period of time (does not need to be continuous) an employee has been in a particular classification as a regular or probationary employee.
3. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.

b. Notification.

1. Once the City has determined a preliminary plan for "Lay Off", the City will notify the affected Unions and bargaining units and the City of Santa Paula will meet to discuss the impact this proposed plan will have on bargaining unit employees.
2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective layoff date no less than fifteen (15) calendar days prior to the effective date. The City will provide a copy of the notice to the affected Union or bargaining unit via hand delivery or certified mail.
3. The written notice must inform the employee of applicable displacement and priority reemployment rights.

c. Reduction in Force. Once the classifications to be reduced have been identified, the reductions shall be by inverse seniority order within the groupings below in the following sequence:

1. Temporary employees in the identified classifications must be terminated.
2. Provisional employees in the identified classifications must be terminated.
3. Employees serving an initial probationary period in the identified classification must be terminated.

The Human Resources Manager must then determine the employee(s) to be laid off. Layoffs must be in the following order:

4. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff have had their merit increase withheld for reasons of "unsatisfactory" or "not effective" job performance.
5. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall "unsatisfactory" or "not effective" job performance evaluation (overall "not effective" is considered a summary rating of below 2.0 on evaluation form).
6. Regular employees with the least classification seniority.

7. If there are two or more employees to be laid off who have identical classification seniority, the order of layoff will be by City Seniority. If such City Seniority is also identical, layoff must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

- d. Exceptions to Layoff Seniority: Whenever the Human Resources Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Manager may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.

- e. Displacement Rights (Bumping):
 1. Regular employees who are designated to be laid off and have held regular status in a previously held classification may demote into a vacant position or may displace employees in the previously held classification provided that the employee exercising the displacement privilege has greater City Seniority than the incumbent in the classification to which the employee is bumping and meets the current job requirements and any special skills required of the position. If the employee designated to be laid off has not held regular status in a previously held classification, then no displacement rights accrue to that individual.
 2. Employees being displaced must be displaced in the same order as specified in Section c - Reduction in Force.
 3. An employee must exercise displacement privileges within five (5) working days after receipt of a notice of layoff, by written notice to the Human Resources Manager. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.

- f. Demotions in lieu of Layoff.
 1. An employee designated for layoff must be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:
 - a. The employee requests or otherwise agrees to the demotion,
 - b. The employee meets the minimum qualifications of the lower position, and
 - c. The City Manager concurs with the proposed action.
 - d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request demotion into the Fire Department in a sworn position.

- e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request demotion into the Police Department in a sworn position.
 - f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request demotion to the same position, the order of eligibility of demotion will be by City Seniority. If City Seniority is identical, demotion entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.
2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the base wage is within the range of the lower position. If this is not the case, the rate of pay must be within the salary range of the lower position which is closest to the rate of pay prior to demotion (see Rule 3.4(c) of the City's Personnel Rules and Regulations).
3. An employee must accept a demotion within five (5) working days after receipt of a notice of demotion, by written notice to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

g. Transfers in lieu of Layoff.

- 1. An employee designated for layoff must be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:
 - a. The employee requests or otherwise agrees to the transfer,
 - b. The employee meets the minimum qualifications of the position, and
 - c. The City Manager concurs with the proposed action.
- d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request transfer into the Fire Department in a sworn position.
- e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request transfer into the Police Department in a sworn position.
- f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request transfer to the same position, the order of eligibility for transfer will be by City

Seniority. If City Seniority is identical, transfer entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

2. Employees who are transferred will be paid at the base wage equal to the base wage prior to transfer.
3. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.

h. Reemployment List for Demoted Employees.

1. Employees who are demoted in lieu of layoff must have their names placed on a Reemployment List(s) for Demoted Employees. Employees must have their name placed on lists for classifications at the same or lower salary grade/range in the same classification series as the classification held at the time of the demotion or any classification in which the employee held regular status. Vacant positions within a classification series shall be first offered to employees on these lists.
2. Eligible employees will be placed on and selected off eligibility lists in the following order.
 - i. Employees with the greatest Classification Seniority. When the Classification Seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.

i. Reemployment List For Laid Off Employees.

1. Employees who are laid off and who held regular status at the time of layoff must have their names placed on a Reemployment List for each classification in which they previously held regular status and for classifications at the same or lower salary grade/range for which they meet minimum qualifications. Vacant positions in such classifications will be offered to eligible on the Reemployment List who qualify for such vacancies after employees on the Reemployment List for Demoted Employees and prior to an open or promotional recruitment for the vacancy.

2. Eligible employees will be placed on and selected off the list in the following order:
 - i. Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.
 - j. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists must extend for a period of one (1) year from the date of demotion or layoff. The reemployment list may be extended beyond one year based on the needs of the City as approved by the City Manager. Eligibles not responding to written notification of an opening within five (5) working days of receipt of notification must have their names removed from the Reemployment List. Eligibles that refuse an offer of reemployment to the same classification (or equal classification) that they held at the time of layoff must have their names removed from the Reemployment List for that classification and all classifications at the same or lower salary grade/range. Once a person on a reemployment list is reinstated to a regular position as a result of his or her reemployment rights, his or her name will be removed from the reemployment list for the classification to which he or she was reinstated and from all reemployment lists for classifications at the same or lower salary range of the classification in which he or she was reinstated. A list outlining the person's status on all reemployment lists will be incorporated in the notice of the reemployment opportunity.
 - k. Restoration of Benefits Upon Reemployment Following a Reduction in Force. Upon reemployment following a reduction in force, an individual will have the following benefits restored:
 1. Prior sick leave balances and accrual rate at time of layoff.
 2. Classification Seniority at time of layoff for purposes of determining merit increases and future reduction in force. City Seniority at the time of layoff for purposes of determining vacation leave accruals and future reduction in force.
 3. No probationary period will apply upon reemployment or reappointment, in the case of demoted or laid off employees, unless the employee has never held regular status within the classification series for the classification the employee is appointed to.
1. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force must be made without impermissible consideration being given to an employee's race, color, religious belief, national origin/ancestry,

ethnicity, gender, marital status, sexual orientation, age, disability (physical or mental), medical condition or union membership or lack thereof.

m. Due Process Procedures

1. Pre-Layoff Procedural Due Process

a.) A regular employee will be provided the following safeguards prior to the implementation of a lay off:

1. A written notice of the proposed lay off;
2. The reasons for the proposed lay off;
3. The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.

b.) The Department Head must consider the employee's oral and/or written response and may render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

If a regular employee believes the layoff is a pretext for discipline or in retaliation of protected activity, the employee has the right to request an appeal hearing with the Personnel Officer or his or her designee. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for the protected activity and not based upon grounds such as a lack of work or appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee. The Employee has the burden of proof on that issue.

16.8 Cooling-Off Period

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off" period. An employee who timely rescinds his or her resignation during the "cooling off" period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

17. DRUG AND ALCOHOL TESTING

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy. Drug and alcohol testing will be conducted to ensure compliance with the City's Drug and Alcohol Policy, Personnel Rules and Regulations, Section 2.5; the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing shall be performed using the standards approved by the U.S. Department of Transportation. Drug and alcohol testing is administered for pre-employment, random testing (required for City employees holding a Commercial Drivers License (CDL) Class A or Class B and driving a Commercial Motor Vehicle (CMV) required by the Omnibus Transportation Employee Testing Act of 1991 and for Safety Sensitive employees pursuant to the City's policy), reasonable suspicion, post accident, return-to-duty and follow-up testing as outlined in Section 2.5 G of the Personnel Rules and Regulations.

18. CONCERTED ACTIVITIES

18.1 Definition Strike/Work Stoppage

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

18.2 No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

18.3 Lockout

The City agrees not to engage in any lockout.

18.4 Court Enforcement

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

19. GRIEVANCE

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

20. DISCIPLINARY ACTION

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

21. COMPLETION OF MEET AND CONFER

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to meet and confer with respect to any subject explicitly addressed in this MOU.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Union in writing indicating the proposed change before it is implemented. If the Union requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Union does not request negotiations, the change may be implemented. If the Union does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Union of such changes as soon as practicable.

22. SEVERABILITY

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, color, sex, national origin or other protected basis.

23. NON-DISCRIMINATION

The provisions of this MOU 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, or sexual orientation, or other factors not directly related to the successful performance of the job.

24. TERM

This Agreement shall be in effect from July 1, 2016 through June 30, 2017. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice (March 2nd) prior to the yearly anniversary date, to terminate or modify this Agreement

25. FINALITY OF RECOMMENDATIONS

Upon ratification by the City Council and the Union membership, the recommendations set forth

above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager to the City Council for the period of the MOU except as mutually agreed upon by the Union and the City Manager.

FOR THE UNION (SEIU Local 721)

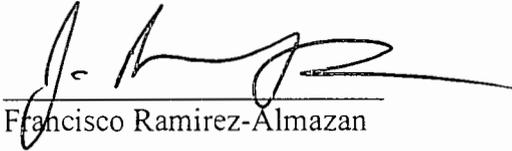
FOR THE CITY OF SANTA PAULA



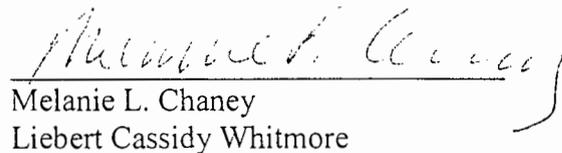
Aram Agdaian, SEIU Local 721
Chief Negotiator



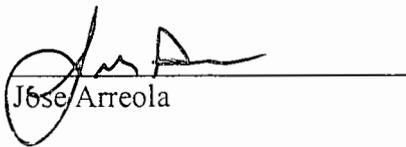
Jaime M. Fontes
City Manager



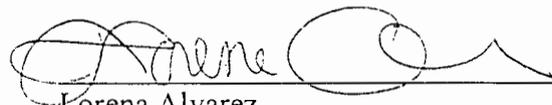
Francisco Ramirez-Almazan



Melanie L. Chaney
Liebert Cassidy Whitmore



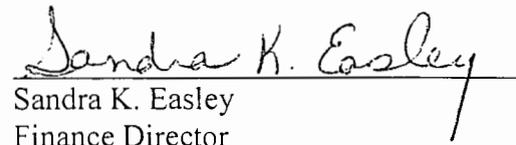
Jose Arreola



Lorena Alvarez
Human Resources Manager



Natalie Segovia



Sandra K. Easley
Finance Director

EXHIBIT "A"
POSITION CLASSIFICATION AND COMPENSATION PLAN

		HOURLY				
		STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5
300	SEIU					
301	CUSTODIAN	13.369	14.035	14.732	15.470	16.251
302	CUST SERVICES REP	15.284	16.054	16.854	17.697	18.581
304	WATER DIST. WORKER	15.583	16.369	17.185	18.044	18.946
305	GRAFFITI ABATEMENT OFFICER	14.992	15.742	16.532	17.354	18.227
306	SENIOR RECORDS CLERK	15.366	16.136	16.948	17.791	18.685
307	ACCOUNTING TECHNICIAN	16.220	17.031	17.885	18.779	19.716
309	ADMINISTRATIVE ASSISTANT	15.762	16.542	17.375	18.239	19.154
311	ANIMAL SERVICES COORDINATOR	16.480	17.302	18.165	19.081	20.028
313	SENIOR ADMINISTRATIVE ASST	16.553	17.385	18.259	19.175	20.132
314	WATER DISTRIBUTION WORKER II	16.888	17.736	18.617	19.551	20.526
315	MECHANIC I	16.730	17.562	18.447	19.372	20.340
318	WATER SYSTEM OPERATOR I	17.842	18.734	19.667	20.653	21.683
320	WATER SYSTEM OPERATOR II	18.755	19.688	20.675	21.714	22.797
321	WATER DISTRIBUTION WORKER III	18.850	19.794	20.781	21.820	22.913
322	WATER DISTRIBUTION LEADWKR	19.994	20.995	22.050	23.147	24.309
323	BUILDING INSPECTOR I	19.622	20.610	21.640	22.723	23.857
324	MECHANIC II	20.944	21.984	23.087	24.241	25.448
325	WATER DISTRIBUTION WORKER IV	19.327	20.294	21.301	22.372	23.486
326	BUILDING INSPECTOR II	23.835	25.032	26.280	27.602	28.975
328	ENGINEERING TECH/INSPEC	19.331	20.298	21.318	22.379	23.503
329	SENIOR ACCOUNTING TECHNICIAN	17.499	18.373	19.289	20.256	21.266
330	EQUIPMENT MAINT LEADWORKER	22.582	23.700	24.894	26.139	27.438
331	FACILITIES MAINT LEADWORKER	18.570	19.498	20.470	21.494	22.571
332	FACILITY MAINT WRK (ENTRY)	14.992	15.742	16.532	17.354	18.227
333	FACILITY MAINT WRK (JOURNEY)	17.219	18.083	18.987	19.934	20.932
334	MAINTENANCE WORKER (ENTRY)	14.992	15.742	16.532	17.354	18.227
335	MAINTENANCE WORKER (JOURNEY)	17.219	18.083	18.987	19.934	20.932
339	STREET MAINT LEADWORKER	18.570	19.498	20.470	21.494	22.571
340	WASTEWATER LEADWORKER	18.570	19.498	20.470	21.494	22.571
341	WASTEWTR COLL WORKER (ENTRY)	14.992	15.742	16.532	17.354	18.227
342	WASTEWTR COLL WRKR (JOURNEY)	17.219	18.083	18.987	19.934	20.932
343	PLANNING TECHNICIAN	19.331	20.298	21.318	22.379	23.503

City of Santa Paula

July 1, 2016, through June 30, 2017



SEIU Local 721

2472 Eastman Ave Ste 30

Ventura CA 93003-5774

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

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