

Agreement No. 2011-013

City Council Approved: 03-21-2011

**MEMORANDUM  
OF  
UNDERSTANDING**

**City of San Buenaventura**

**and the**

**"A" Unit of**

**Service Employees International Union (SEIU), Local 721 CTW, CLC**

**July 1, 2010**

**Through**

**June 30, 2013**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SAN BUENAVENTURA AND THE 'A' UNIT OF  
SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU-LOCAL 721**

**JULY 1, 2010 THROUGH JUNE 30, 2013**

**PREAMBLE**

This Memorandum of Understanding is between the City of San Buenaventura, California (hereinafter "City") and the duly authorized representatives of the Service Employees International Union, Local 721. Its purpose is to promote harmonious relations between the City, the Union, and the unit employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours and certain other terms and conditions of employment of regular employees in the classifications comprising the "Non-Supervisory Maintenance, Operations and Laboratory - 'A' Unit" (hereinafter 'A' Unit).

**ARTICLE 1 - RATIFICATION**

It is agreed that this Memorandum of Understanding is of no force and effect until ratified by the Union members and approved and implemented by the City Council of the City.

**ARTICLE 2 - FORMAL RECOGNITION**

SEIU Local 721 is hereby recognized as the formally-recognized employee organization for those regular full-time and regular part-time employees occupying the job classifications in Schedule "A" of the Salary Resolution.

**ARTICLE 3 - RIGHTS**

- A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage municipal services and work force performing those services in all respects, subject to this Memorandum.
- B. The City Manager and appropriate Department Head have and will continue to retain exclusive decision-making authority over matters within their jurisdiction that are not lawfully and expressly modified by specific provisions of this Memorandum.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent departments, to set standards of services to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the

specific provisions of this Memorandum, to direct its employees, to take disciplinary action consistent with legal requirements, to relieve its employees from duty because of lack of work or for other legitimate reasons in accordance with applicable City procedures, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

#### **ARTICLE 4 - PROBATIONARY PERIOD AND MERIT INCREASES**

The probationary period for all new hires shall be equivalent to one year of service. For classifications designated as Flexibly Staffed, there shall be no additional probationary period for advancement to a corresponding "II" level of designated flexibly-staffed classifications. (See Attachment A for a listing of all classifications, including flexibly staffed designations, for this unit as of the effective date of this MOU.)

For probationary employees, in accordance with the Personnel Rules and Regulations of the City of Ventura, employees shall receive two (2) evaluations during their initial probationary period; at three (3) and at six (6) months from the commencement of the initial probationary period and they shall be issued within 30 days of those dates.

A. Merit Increases – Non-Flexibly Staffed Classifications

An employee in a non-flexibly staffed classification is eligible for a merit increase after 6 months of service in the classification and is eligible for additional merit increases 12 months following receipt of a merit increase. If the employee does not receive a merit increase at the 6-month point of his/her probationary period, and if the employee passes probation, the employee will receive a merit increase upon passing probation.

B. Merit Increases – Flexibly Staffed Classifications

An employee in a flexibly staffed classification is eligible for a merit increase after 6 months in the entry-level classification. At the end of the twelve (12) month probationary period, if the employee passes probation, the employee will either be advanced to the next level (at a step which provides an increase of approximately 5%) or receive a merit increase to the next step within the existing classification. An employee is eligible for additional merit increases 12 months following advancement to the next level or receipt of a merit increase, and annually thereafter.

#### **ARTICLE 5 – WAGES**

A. Salary

In future years, the City intends to use a compensation policy, which includes a survey of appropriate comparable organizations in the relevant local labor market in all sectors, including public, private and non-profit employers.

In January 2012 the parties will conduct a benchmark market salary survey using the same process as has been used in the past.

- B. All unit members shall be required to provide and maintain an account for direct deposit of all payroll checks issued by the City.

## **ARTICLE 6 - SPECIAL PAYS**

### **6.1 TOOL ALLOWANCE**

Effective July 2, 2005, the City shall provide a biweekly tool allowance to regular full time incumbents of the position classes indicated below:

	Biweekly	Annual Equivalent
Equipment Mechanic	\$26.92	\$ 700
Sr. Equipment Mechanic	\$26.92	\$ 700

Payment of this tool allowance shall not be construed as a waiver of employee claims of City liability in cases of theft or destruction of an entire toolbox not involving negligence on the part of the employee.

### **6.2 BILINGUAL PAY**

Unit employees in positions designated by the City who demonstrate proficiency in a second language in accordance with policies approved by the City Manager shall receive \$25.00 per pay period.

## **ARTICLE 7 - DEFERRED COMPENSATION**

The City will match an individual employee's contribution to deferred compensation in an amount up to \$17.00 per pay period. This benefit shall only apply to deferred compensation plans offered through the City.

## **ARTICLE 8 - RETIREMENT**

- A. The City will pay a total of seven percent (7%) of "member's earnings" as defined in the Public Employees' Retirement System law, on behalf of the employee, into the employee's account.

Effective January 2011, or as soon thereafter as is practicable, the employee will contribute to the seven percent (7%) of "member's earnings" as indicated in subsections 1 through 3 below:

1. Effective January 2011, or as soon thereafter as is practicable, the employee will contribute two percent (2%) of "member's earnings" into his/her retirement account.
  2. Effective the first full pay period in July 2011, the employee will contribute an additional one and one-half percent (1.5%) for a total of three and one half percent (3.5%) of "member's earnings" into his/her retirement account.
  3. Effective the first full pay period in July 2012, the employee will contribute an additional one percent (1%) for a total of four and one-half percent (4.5%) of "member's earnings" into his/her retirement account.
- B. The City shall provide for employee retirement benefits through participation in the Public Employees' Retirement System (PERS) as follows:
1. Two percent at fifty-five (2% @55) retirement formula for all current employees. Effective January 2011, or as soon thereafter as is practicable, a 2<sup>nd</sup> tier retirement formula of two percent at sixty (2% @60) will be implemented for all new hires employed after the effective date of the 2<sup>nd</sup> tier implementation.
  2. Level IV 1959 Survivor Benefit pursuant to California Government Code 21574, which provides, in general, the following monthly survivor benefits:
    - a. Spouse with two or more children; or three or more dependent children, alone - \$2,280.
    - b. Spouse with one dependent child; or two dependent children alone - \$1,900.
    - c. One dependent child; or surviving spouse at age 60, or older until remarriage, or dependent parents - \$950.
  3. Military Service Credit pursuant to California Government Code 20930.3.
  4. One Year Final Compensation pursuant to California Government Code 20042 for all current employees. Effective January 2011, or as soon thereafter as is practicable, a 2<sup>nd</sup> tier retirement formula utilizing the average three highest years will be implemented for all new hires employed after the effective date of the 2<sup>nd</sup> tier implementation (see B(1) above).
  5. Report the applicable portion of the value of Employer Paid Member Contributions (EPMC) as a benefit in compliance with Government Code Section 20636(c)(4) pursuant to Section 20691.

## **ARTICLE 9 - MEDICAL AND DENTAL INSURANCES**

The City shall contribute \$116.00 semi-monthly (\$232 per month) per unit employee for dental and health insurance coverage. The exact amount of the City contribution per member will depend on the insurance coverage selected by the employee and whether dependent coverage is selected by the individual employee under the medical insurance plan.

## **ARTICLE 10 - VISION PLAN**

The City agrees to provide vision insurance for employees and dependents.

## **ARTICLE 11 - LIFE INSURANCE**

The City shall provide term life insurance benefits in the amount of one-times the employee's annual salary (rounded to the nearest \$1,000). In addition, the City will provide dependent life insurance for dependents of each unit member in the amount of \$2,000 per dependent.

## **ARTICLE 12 - OPTIONAL BENEFIT PROGRAM**

The City agrees to provide a semi-monthly amount per employee as part of an optional benefit program as indicated below:

- Effective the first pay period of the 2010 benefit plan year, pay period ending November 27, 2009 (December 4, 2009 pay date): \$195.00 semi-monthly
- Effective January 2011, or as soon thereafter as is practicable, an additional \$26.00 semi-monthly will added for a total of \$221.00 semi-monthly
- Effective the first pay period of the 2012 benefit plan year, pay period ending November 25, 2011 (pay date December 2, 2011), an additional \$13.50 will be added for a total of \$234.50 semi-monthly

The primary purpose of the optional benefit program is to provide additional money toward medical insurance coverage for employees and their eligible dependents. Nonetheless, each unit employee will have the option of electing to use this money in one of two ways:

- To pay for medical premium costs under the City's group insurance program which exceed the City's medical/dental contribution. When an employee elects Option 1, any amount accrued and not usable to cover insurance premium costs shall be paid as cash pursuant to Option 2.
- To receive a cash payout on a semi-monthly basis (24 pay periods/year). This cash payout benefit shall not be subject to retirement withholding, nor shall it be used in retirement calculations.

Each unit employee shall, when initially employed, designate how he/she wishes to utilize accruals under this program between medical costs and cash. That designation

shall remain in effect unless the employee notifies the Human Resources Department during the Annual Insurance Open Enrollment period or other periods as may be required by law (e.g, change in family status) of a different designation. Forms to re-designate are available from the Human Resources.

### **ARTICLE 13 – RETIREMENT HEALTH SAVINGS PLAN**

The retirement health savings plan is designed to permit employees to irrevocably designate on a pre-tax basis, salary and/or leave payouts (which occur upon termination of employment), to be used to help pay for health insurance costs when the employee is no longer working for the City. No City contribution is made toward the cost of this plan. Further terms and conditions of the plan are set forth in the agreement between the City and the City's designated plan administrator. During the term of this MOU the Union may reopen the provisions of this Article. Any agreement reached shall not result in any additional City costs.

### **ARTICLE 14 - PAY POLICIES**

#### **14.1 OVERTIME**

- A. Unit employees who are required by their supervisor or other authorized person to work more than their regular scheduled hours in one day (for full time employees) or more than forty (40) hours in one FLSA designated work week shall be compensated at the overtime rate for all such periods worked, provided that such periods consist of at least one-quarter hour at any one time. Overtime compensation shall consist of payment in wages at one-and-one half times the regular rate.
  
- B. With prior approval of his/her supervisor, an employee eligible for paid overtime under the provisions of this section, may request the accumulation of compensatory time off, in lieu of paid overtime, at the rate of one and one-half hours of compensatory time off for each hour worked in excess of the regular scheduled hours or 40 hours during the employee's designated work week, as applicable.

No employee shall be allowed to accumulate more than sixty (60) hours per calendar year of compensatory time to be taken off. Accumulated compensatory time off may be taken off by an employee with prior approval from his/her supervisor or manager. Accumulated compensatory time of sixty (60) or less hours not taken off shall be paid out at the end of the calendar year or upon termination of employment, whichever is sooner.

## **14.2 STANDBY PAY**

- A. Employees in this unit who are required by the Department to be on standby for emergency work during normal off-duty hours shall be paid \$1.05 per hour for each hour required to be on standby in accordance with present practice, except that no payment shall be paid if the employee fails to respond when called in accordance with the requirements of Section C, below.
- B. Persons designated by the City to be on standby shall be paid for the actual number of hours they are on standby. On any day that the employee is not required to work, such as days off and holidays, the employee shall be paid standby for 24 hours for each 24 hours required to be on standby.
- C. The City agrees to provide, in accordance with City policy and procedure, laptops, pagers and/or cell phones to employees as deemed necessary by management for business use when required by their department to be on standby. It is further agreed that any employee called to respond while on standby shall do so within a 45-minute period. The intent is to allow a response time, in the case of emergency callouts, of 45 minutes from the individual's residence to their primary worksite.

Employees who fail to or refuse to respond to calls shall not receive standby pay for that shift. Shift is defined as the period that begins at the quitting time of an employee on a normal workday and ends at the starting time of their next work day or a 24-hour period of a non-work day.

## **14.3 CALLBACK PAY**

Unit employees called back to work during an off-duty period shall be compensated at the overtime rate as follows:

- A. Called between 6:00am and 11:00pm
  1. Two hours or time worked, whichever is longer, if employee returns to City designated worksite or job location, otherwise
  2. 15 minutes or time worked, whichever is longer.
- B. Called between 11:00pm and 6:00am
  1. 2.67 hours or time worked, whichever is longer, if employee returns to City-designated worksite or job location, otherwise
  2. 30 minutes or time worked, whichever is longer.

Notwithstanding the above, if an employee receives a "call back" to work within two hours of the beginning of the regular shift, employee will only be paid at time-and-one-half for actual hours worked prior to the beginning of the employee's regular shift.

#### **14.4 SHIFT DIFFERENTIAL PAY**

- A. Unit employees who are regularly assigned to work an afternoon/evening shift (at least 50% of the scheduled work hours occurring between 3:00 p.m. and 11:00 p.m.) shall be paid an additional \$.75 an hour for all hours worked during that shift.
- B. Unit employees who are regularly assigned to work a night shift (at least 50% of the scheduled work hours occurring between 11:01 p.m. and 6:59 a.m.) shall be paid an additional \$1.00 per hour for all hours worked during that shift.

#### **14.5 OUT-OF-CLASS PAY**

A member of the unit assigned to a higher classification on a temporary basis to fill a vacancy, caused by sick leave or other leave approved by the Division Head or his/her representative, shall be paid at a rate that is at least five percent (5%) higher (assuming the higher class is at least 5% above the original class) than the salary the individual was receiving before the assignment (but in no event higher than the top step of the higher range) from the first day, provided the employee has been assigned for at least eighty (80) consecutive working hours.

Such an assignment shall be made from a list of qualified employees established from the preceding testing process, if available. In the event the employee's anniversary date comes due while the employee is serving in the higher class, and a merit increase is awarded, the employee's pay shall be increased again in order to maintain the minimum 5% differential (provided that such increase does not exceed the top step of the higher range).

#### **14.6 MEAL PROVISION**

Unit employees who are called in and work four (4) hours or more before a shift, or who are held over to work for four (4) hours or more after a shift are eligible to receive a meal. Normally the meal will be provided by having food delivered to the worksite. At the discretion of the worksite supervisor, employees may be released from the worksite to eat. When released to eat away from the worksite, the employee is entitled to reimbursement for the actual receipt amount of the meal or the amount listed for meal reimbursement in the current City Administrative Regulation, whichever is less. Release time for meals away from the worksite shall not be counted as work time.

## **ARTICLE 15 - LEAVE TIME POLICIES & PLANS**

### **15.1 SHORT-TERM / LONG-TERM DISABILITY PLAN**

- A. The City agrees to continue to provide a Short Term/Long-Term Disability Program for all unit members. Coverage will be commensurate with the plan in effect at the time of approval of this Memorandum of Understanding, consistent with the plan available to other eligible employee groups, and subject to the provisions and limitations of the carrier.
- B. 100% of the premium cost will be paid by the City for the term of this Memorandum of Understanding.

### **15.2 SICK LEAVE**

- A. Effective the pay period starting November 6, 2004, the City and the "A" Unit agree to eliminate sick leave accruals to implement a program of Annual Leave. Employees will retain their existing sick leave balances as of the pay period ending November 5, 2004, and such accruals may be used or paid out according to the MOU and applicable sections of the City's Personnel Rules and Regulations.

- B. Sick Leave Accrual.

The maximum accrual, prior to the implementation of annual leave, was 480 hours except for employees hired on or before August 1, 1977 who were eligible to accrue up to a maximum of 1,440 hours.

- C. Sick Leave Payout

Unit employees shall, after ten (10) years of City service, receive an amount equivalent to 25% of their accrued sick leave upon retirement or death paid at their hourly rate being earned at the time of retirement. If retired on a P.E.R.S. disability retirement, then no minimum years of service is required.

### **15.3 ANNUAL LEAVE**

- A. Annual Leave. Annual leave with pay shall be used for vacation, illnesses and other personal reasons. New employees may take annual leave during the initial probationary period; however, manager and supervisor approval for the use of such time, shall take into consideration the need to adequately evaluate a probationary employee's work performance. Thereafter, employees are encouraged to use annual leave time yearly.

B. Annual Leave Advance to New Hires. Upon hire, new full-time "A" Unit employees shall be granted 30 hours of annual leave. Such employees shall begin accumulating annual leave upon hire; however, if such employment is terminated during the first six months of employment, annual leave accumulations shall be adjusted to the actual amount that would have accumulated at the rate of 5.00 hours semi-monthly. If such employee's use of annual leave during the term of employment exceeds the adjusted accumulation amount, then the excess amount will be deducted from the final paycheck, but only to the extent that there is sufficient money remaining in the final paycheck to pay the employee minimum wage for the hours worked during the final payroll period. If the deduction from the final paycheck is insufficient to cover the amount owed, the employee shall refund to the City an amount equal to the excess of hours used.

C. Accrual Rates. Annual leave shall be accrued in hourly amounts according to the following schedule:

<u>Years of Service</u>	<u>Hours Earned Semi-Monthly</u>	<u>Maximum Accrual</u>	<u>(Yearly Equivalent)</u>
Less than 3	5.00 Hours	240 hours	15 days
3 but less than 5	5.68 Hours	240 hours	17 days
5 but less than 7	6.00 Hours	240 hours	18 days
7 but less than 10	6.35 Hours	240 hours	19 days
10 but less than 13	6.68 Hours	360 hours	20 days
13 but less than 15	7.68 Hours	360 hours	23 days
15 or more	8.35 Hours	360 hours	25 days

Annual leave time is earned according to consecutive months of full-time service beginning with the employee's initial employment date. The employment date for annual leave purposes will not change except when a new employment date is assigned as in the case of a reinstatement.

D. Use of Annual Leave for Illness or Injury. Usage of annual leave for illness or injury shall be in compliance with the applicable sections of the City's Personnel Rules and Regulations related to Sick Leave.

E. Annual Leave Payout. Employees shall be compensated for each hour of annual leave accrued at the time of termination at an hourly rate equivalent to the hourly rate being earned at the time of termination. If a partial month's service is involved at the time of termination, each employee will receive credit for accrued annual leave for that partial month based on the number of days worked in the month and the rate at which the employee is accruing annual leave at the time of termination.

## 15.4 HOLIDAYS

### A. Holiday Leave Accruals

All unit employees shall be granted nine (9) hours of holiday leave to correspond to the ten (10) holidays listed below. For unit employees regularly scheduled to work less than nine hours, any additional holiday hours not used on that holiday will be added to that employee's Optional Holiday Bank. Unit employees regularly scheduled to work more than nine hours, may use optional holiday time or may use Annual Leave as needed to receive a full day's pay.

#### Designated (Regular) Holidays:

New Year's Day  
Martin Luther King Holiday  
Presidents' Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

1. Employees who normally work Monday through Friday shall receive the designated holiday. Employees who normally work on Saturdays and Sundays shall receive the actual holiday.
2. Regular holiday time shall be accrued by all employees who work or are on paid leave the day before and the day after the holiday.
3. If a holiday falls on an employee's regularly scheduled day off, the holiday accrual will be added to the employee's available holiday balance for use at a later time.

### B. Optional Holidays

1. In addition to the ten (10) designated holidays listed above, each eligible employee shall be granted 18 hours of "optional holiday" time for a consecutive twelve month period which will be available in an employee's holiday bank beginning with Pay Period 1 (first pay period with a pay date in January), through the last pay period of the year (last pay period with a pay date in December), for use anytime throughout that time period. There shall be no carry over of any holiday hours beyond this time period. No payment for unused holiday hours shall be made.

2. These optional holidays may be scheduled off on Minimum Staffing Days or any other time during the calendar year. Time off shall be requested in advance and is subject to prior approval by the employee's supervisor, but shall not be unreasonably denied.
3. Accrual of the "optional holiday" time shall be prorated for employees who were not hired (or eligible for holidays) before the beginning of the calendar year according to the following schedule:

Proration of Optional Holiday Hours

<u>Date Hired</u>	<u>Hours</u>
Pay period 1 - Feb.29	18
March 1 - April 30	15
May 1 - June 30	12
July 1 - August 31	9
Sept. 1 - Oct.31	6
Nov. 1 - Nov. 30	3
Dec. 1 - last pay period paid in December	0

4. If the City closes other facilities and/or work groups besides the City Hall as part of a Winter shutdown, those employees affected by the shutdown will receive 18 additional hours of Optional Holiday time each year the Winter shutdown is in effect. These Optional Holiday hours will accrue at the same time and in the same manner as the existing Optional Holiday hours.

C. Minimum Staffing Days

Day before Christmas  
New Year's Eve Day

City offices remain open on these days (unless these days fall on a Saturday or Sunday) with minimal staffing. Arrangements will be made to allow as many employees who want to take off the designated days to do so, except that a sufficient number of employees must work those days to provide adequate levels in each department.

An employee's advance request to take an optional holiday is subject to prior approval by the employee's supervisor, but shall not be unreasonably denied. Employees who are granted time off may utilize accrued Optional Holiday Leave, Annual Leave, Leave Without Pay or any combination thereof.

- D. All holidays for eligible unit employees are granted on a calendar year basis and are to be utilized within the calendar year in which they are granted no later than the last pay period of the year (last pay period with a

pay date in December). No payment for unused holiday hours shall be made except as otherwise provided for in this MOU.

E. Holiday Pay Provisions.

1. Any employee in the 'A' Unit who is pre-scheduled to work on a legally designated (regular) holiday shall be compensated at one-and-one half times the hourly rate for each one-quarter (1/4) hour worked. In addition, the employee's holiday accrual for that holiday shall remain available for the employee to request another day off, subject to prior approval by the employee's supervisor. In the case of wastewater plant operators, water plant operators, laboratory personnel, or groundskeepers assigned as park closers, who are routinely scheduled to work on a holiday may, with prior approval of the employee's supervisor, choose to cash out the holiday accrual for that payroll in lieu of accruing the holiday hours for later time off. This "cash out" option must be exercised in the same pay period as the holiday occurs.
2. Employees who are called out to work on a holiday shall receive their regular holiday pay for that day plus compensation for the call out time in accordance with Article 14.3 – Call Back.

**15.5 PERSONAL LEAVE**

- A. Effective the first full pay period of January 2011, or as soon thereafter as is practicable, the City will credit each active unit member hired on or before February 28, 2011 with 27 hours of personal leave, subject to sections B, C and D below.

Each year thereafter, each eligible employee shall be granted 27 hours of personal leave time for a consecutive twelve month period subject to sections B, C and D below. Personal leave will be available in an employee's personal leave bank beginning with Pay Period 1 (first pay period with a pay date in January), through the last pay period of the year (last pay period with a pay date in December).

- B. All personal leave hours must be utilized by the last pay period with a pay date in December of each year. There shall be no carry over of any personal leave hours beyond this time period. No payment for unused personal leave hours shall be made.
- C. Time off shall be requested in advance and is subject to prior approval by the employee's supervisor. Scheduling shall be subject to the primary needs of overall Department operations.

- D. New employees will be credited with a prorated amount of personal leave hours according to the following table:

Proration of Personal Leave Hours

<u>Date Hired</u>	<u>Hours</u>
Pay period 1 – Feb. 29	27
March 1 – April 30	22.5
May 1 – June 30	18
July 1 – August 31	13.5
Sept. 1 – Oct. 31	9
Nov. 1 – Nov. 30	4.5
Dec. 1 – last pay period paid in Dec.	0

**15.6 BEREAVEMENT LEAVE**

When an employee who is eligible to receive annual leave is compelled to be absent from duty by reason of the death of his immediate family or registered domestic partner, such employee shall be entitled to three (3) working days leave of absence with pay.

An employee may take an additional two days chargeable to either accumulated sick or annual leave if in the opinion of the Department Head or designee excessive travel is required in connection with the death of an immediate family member or registered domestic partner and provided the employee has the accrued sick or annual leave available in his/her account.

Definition of immediate family shall be the same as established under Definition of Terms in the Personnel Rules and Regulations.

**ARTICLE 16 - UNIFORMS**

The City agrees to provide each member of this unit with eleven (11) sets of uniforms (pants and shirts) and to provide the maintenance and upkeep on the uniforms. An exception is made for Lab employees who will be provided with Lab coats which will be maintained by the City.

**ARTICLE 17 - SAFETY EQUIPMENT**

The City agrees to provide such safety items as are necessary to preclude industrial injury or illness. Unit employees agree to wear such safety items when required.

- A. **Safety shoes:** The City agrees to provide the safety shoes to such unit positions as has heretofore been recommended by the Safety Committee and approved by the Department Heads, subject to the following conditions:

1. One pair to be provided by the City. Employees shall have a choice of at least three (3) styles/designs for men and three (3) styles for women (if available).
2. Use of such shoes shall be limited to job only.
3. Shoes must be worn when provided.
4. Employees provided with safety shoes must maintain them with due care.
5. City will determine the need and provide for replacement of worn out or damaged shoes.

**B. Eyeglasses:** City agrees to repair or replace eyeglasses of employees where glasses are damaged due to on-the-job work activities and without employee negligence. Employees shall file a claim with their immediate supervisor giving the particulars as to date, time and circumstances of the damage.

**C. Prescription Safety Glasses:** With the approval of the supervisor, employees may be provided one pair of safety glasses (including prescription safety glasses if required) per year. The glasses shall have side shields and the employee may elect to have photo-gray lenses. If the supervisor disapproves the prescription safety glasses, the employee may grieve the decision of the supervisor as to whether the safety glasses are necessary to job performance. Prescription safety glasses are to be worn for City work only.

#### **ARTICLE 18 - SAFETY COMMITTEE**

SEIU Local 721 shall have a representative on the City-wide Safety Committee. The definition of the committee functions shall include, but not be limited to:

1. To review work practices, physical facilities and equipment.
2. To review non-vehicular accidents.
3. To identify specific employee safety training.
4. To review and investigate alleged or reported safety violations or unsafe conditions.

#### **ARTICLE 19 - TUITION REIMBURSEMENT**

Unit employees are eligible for tuition reimbursement of 100% of eligible tuition and book expenses in accordance with Administrative Regulation on file in the City Clerk's Office or available from the Human Resources Department.

The City reserves the right to amend or delete such policy at any time. Prior to any amendments and/or deletions the City will notify the unit and provide an opportunity to meet and discuss such amendments and/or deletions before implementation. Any

agreed to changes to the program as of the ratification date of this Agreement will be applied City-wide.

## **ARTICLE 20 – DRIVER’S LICENSE POLICY**

All unit employees are covered by the Driver’s License Policy as set forth in the Administrative Regulation on file in the City Clerk’s Office or available from the Human Resources Department. If the City intends to add a requirement that a position possess a driver’s license, the City will notify the Union and provide it with an opportunity to provide input. An employee who is terminated from service because he/she fails to possess a required driver’s license may appeal the termination through the grievance procedure (Article 24) up to and including the City Manager level. The City Manager’s decision will be considered final and binding.

## **ARTICLE 21 - UNION ACCESS**

### **A. Designation of Stewards:**

1. The Union may designate a maximum of 15 trained stewards (combined maximum between ‘A’ and ‘G’ units) that shall be distributed throughout the city, taking into consideration Departments, Divisions, worksites, shifts and classifications. Either party may request a meeting annually to discuss the maximum number of stewards. Stewards shall represent employees, in either the ‘A’ Unit or ‘G’ Unit, within their assigned area, unless there are extenuating circumstances. Stewards may represent employees in grievances or disciplinary appeals, serve as a communication link between the union and management, interpret the contract to employees, and otherwise represent the interests of the Union. The names of such stewards, once designated by the Union, shall be submitted, at least annually, or as vacancies occur, to the Human Resources Director for appropriate distribution.
2. The stewards, to the extent such cannot be done on non-duty time, may use a reasonable amount of on-duty time for the purpose of processing grievances or appeals of represented employees. Such use of on-duty time shall be subject to advance approval by the appropriate supervisor(s) or manager(s) on the basis that it shall not interfere with the normal operations or with established safety or security requirements.
3. Designated representatives of the Union shall be entitled to up to a combined total of 100 hours (combined total between ‘A’ and ‘G’ Unit) of Union Leave per contract year for the purpose of conducting Union business. Such time is in addition to time spent in meet and confer sessions with City representatives, is subject to reasonable advance notice to the employee’s Department Head or designee, and is subject to departmental organizational needs. Such time shall be used in units of no less than two (2) hours per person.

B. Reasonable Access:

1. Reasonable access to employee work locations shall be granted officers of SEIU Local 721 and their officially designated representatives, for the purpose of processing grievances, conducting meetings or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the knowledge of the unit supervisor. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
2. Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours, unless otherwise authorized by the City Manager.

C. Bulletin Boards:

Bulletin boards will be made available to SEIU 721 at major work facilities where unit employees are assigned, as determined by Human Resources. An electronic bulletin board option will also be available.

**ARTICLE 22 - ORGANIZATIONAL SECURITY / UNION DUES DEDUCTION**

A. Union Dues Deduction:

The City shall deduct from twenty-four (24) paychecks of unit employees the regular [periodic] Union membership dues as certified by an authorized official of the Union, pursuant to the City's deduction authorization form duly completed and signed by the employee, and transmit such deductions monthly to the Union. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.

It is agreed that the City assumes no liability on account of any actions taken pursuant to this section.

B. Organizational Security:

1. Inasmuch as a majority of 'A' unit employees voted in favor of its inclusion in the MOU and inasmuch as SEIU Local 721 has provided 'A' unit employees with the financial information required by applicable law, an agency shop provision is implemented in conformity with California Government Code Section 3502.5 and as provided in this Section.
2. All 'A' unit employees who choose not to become members of SEIU Local 721 shall be required to pay to SEIU Local 721 a representation service

fee that represents such employee's proportionate share of SEIU Local 721's cost of legally authorized representation services on behalf of 'A' unit employees in their relations with the City of Ventura. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by 'A' unit employees who are members of SEIU Local 721. 'A' unit employees who attain such status after the effective date of this Section shall be subject to its terms thirty (30) days after attaining 'A' unit status.

3. SEIU Local 721 shall make available to 'A' unit employees required to pay a representation service fee under this Section, at its expense, a notice of their right to object to the payment of certain union expenses and an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of applicable law.
4. SEIU Local 721 agrees to fully indemnify the City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Section, and to reimburse the City for its costs in defending against any such claims, proceedings or liability.
5. SEIU Local 721 agrees to provide City a copy of the annual fiscal report as required by Government Code Section 3502.5(f).

## **ARTICLE 23 - SEPARATION FROM SERVICE**

### **A. RESIGNATION**

An employee wishing to leave the Personnel Merit System in good standing shall file with the appointing authority, a written resignation stating the effective date and reasons for leaving at least two weeks before leaving the service, unless such time limit is waived by such official. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Director. Failure to give notice as required by this Rule may be cause for denying future employment by the City. Prior to receiving one's final paycheck, all City equipment shall be returned and the appropriate clearance form signed.

### **B. LAYOFF PROCEDURE**

The City may, after such consultation with the Union 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 which 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.

1. Definitions. These definitions shall apply for purposes of layoff, displacement and reemployment:
  - a. SENIORITY - CITY SERVICE. The total continuous service in regular or probationary City employment including all positions held in the City work force.
  - b. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. 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.
  - c. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.
  
2. Notification.
  - a. The appointing authority will notify the Human Resources Department in a timely manner of the classification(s) to be reduced and the reason(s) for the reduction.
  - b. 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 before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.
  - c. The written notice shall inform the employee of applicable displacement and priority reemployment rights.
  
3. Reduction in Force. Once the classifications to be reduced have been identified:
  - a. Temporary extra-help employees in the identified classifications shall be terminated.
  - b. Temporary limited-term employees in the identified classifications shall be terminated.
  - c. Employees serving an initial probationary period in the identified classification shall be terminated.

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

- d. 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 job performance.
- e. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall unsatisfactory job performance evaluation.

If an employee is laid off pursuant to Section B.3.d or B.3.e. and believes the unsatisfactory performance evaluation or denial of merit increase is a pretext to lay off the employee, he/she may request an appeal hearing under the procedures set forth in Rule XIV of the Personnel Rules and Regulations.

- f. Regular employees with the least classification seniority.
- g. 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, layoff shall be determined by drawing of lots.

4. Displacement Rights (Bumping).

- a. Regular employees who are designated to be laid off and have held regular status in a lower classification may demote into a vacant position or may displace employees in the lower 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. If the employee designated to be laid off has not held regular status in a lower classification, then no displacement rights accrue to that individual.
- b. Employees being displaced shall be displaced in the same order as specified in Section c - Reduction in Force.
- c. 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 Director. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.

5. Demotions in lieu of Layoff.

- a. An employee designated for layoff shall be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:

- 1) The employee requests or otherwise agrees to the demotion,
  - 2) The employee meets the minimum qualifications of the lower position, and
  - 3) The City Manager concurs with the proposed action.
- b. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.
- c. 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 Director. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

6. Transfers in lieu of Layoff.

- a. An employee designated for layoff shall be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:
- 1) The employee requests or otherwise agrees to the transfer,
  - 2) The employee meets the minimum qualifications of the position, and
  - 3) The City Manager concurs with the proposed action.
- b. Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer.
- c. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Director. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.

7. Reemployment List For Demoted Employees.

- a. Employees who are demoted in lieu of layoff shall have their names placed on a Reemployment List(s) for Demoted Employees. Employees shall 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.

- b. Eligible employees will be placed on and selected off eligibility lists in the following order.
  - 1) Employees with the greatest classification seniority. When the classification seniority is equal, the Human Resources Department shall notify all those on the reemployment list with equal seniority of the reemployment opportunity and they shall be interviewed and considered to fill the vacancy.
  - 2) Employees, notwithstanding their seniority, who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall unsatisfactory job performance evaluation.
  - 3) Employees, notwithstanding their seniority, who within twenty-six (26) pay periods immediately prior to the effective date of layoff had their merit increase withheld for reasons of unsatisfactory performance.

8. Reemployment List For Laid Off Employees.

- a. Employees who are laid off and who held regular status at the time of layoff shall 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 eligibles 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.
- b. Eligible employees will be placed on and selected off the list in the following order:
  - 1) Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources Department shall notify all those on the reemployment list with equal seniority of the reemployment opportunity and they shall be interviewed and considered to fill the vacancy.
  - 2) Employees, notwithstanding their seniority, who within the twenty-six (26) pay periods immediately prior to the effective date of layoff, received an overall unsatisfactory job performance evaluation.
  - 3) Employees, notwithstanding their seniority, who within twenty-six (26) pay periods immediately prior to the effective date of layoff, had their merit increase withheld for reasons of unsatisfactory performance.

9. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within five (5) working days of receipt of notification shall have their names removed from the Reemployment List. Eligibles who refuse an offer of reemployment to the same classification (or equal classification) which they held at the time of layoff shall 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 shall be incorporated in the notice of the reemployment opportunity.

10. 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:
- a. Prior sick leave accruals minus the number of hours cashed out at time of layoff.
  - b. 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 annual leave accruals and future reduction in force.
  - c. No probationary period shall apply upon reemployment or reappointment, in the case of demoted employees, unless the employee has never held regular status within the classification series for the classification the employee is appointed to.
11. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force shall 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.

12. Due Process Procedures

a. Pre-Layoff Procedural Due Process

- 1) In addition to the procedures that may apply under Rule XVII, Section 2(c)(3) of the Personnel Rules and Regulations, a regular employee as defined in the Personnel Rules and Regulations, will be provided the following safeguards prior to the implementation of a layoff:
  - a) A written notice of the proposed layoff;
  - b) The reasons for the proposed layoff;
  - c) 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.
- 2) The department head shall consider the employee's oral and/or written response and will render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

b. Post-Layoff Procedural Due Process

In addition to the procedures that may apply under Rule XVII, Section 2(c)(3) of the Personnel Rules and Regulations, if a regular employee as defined in section 1 above, believes the layoff is a pretext for discipline or in retaliation for protected activity, the employee shall have the right to request an appeal hearing under the procedures set forth in Rule XIV of the Personnel Rules and Regulations. 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 protected activity and not based upon grounds described by Rule II, Section 27 of the City's Personnel Rules and Regulations. The employee shall have the burden of proof on that issue.

C. REINSTATEMENT

With the approval of the appointing authority and the Human Resources Director, a regular or probationary employee who has resigned with a good record may be reinstated without examination to a vacant position of the same or comparable class previously held within two (2) years. Upon reinstatement, the employee for all purposes shall be considered as though he/she were a new employee.

D. BREAK IN SERVICE. An interruption of continuous service.

1. The following are considered breaks in service:
  - a. Resignation.
  - b. Discharged for just cause.
  - c. Absent without notice for three (3) consecutive work days.
  - d. Failure to report for work within five (5) working days after the City sends to the last known address a written notification of return to work after a layoff.
  - e. Failure to report for work following termination of authorized leave of absence, unless such time is extended in writing by the City.
2. A break in service has the following effect on the employee's personnel record:
  - a. Removes from consideration all previous periods of employment in the determination of annual leave benefits.
  - b. Removes from consideration all previous periods of employment in the determination of seniority when considering layoffs due to lack of work or lack of funds.
  - c. Removes from consideration all previous periods of employment for purposes of computing eligibility for the next salary increment.
  - d. Removes any claim or right employee has to his/her former position and salary.
  - e. Removes all accrued sick leave.
3. The following shall not be considered an interruption of continuing service (break in service) for persons who work during the regular hours or shifts of the classification in which they are employed:
  - a. Sick leave/temporary disability.
  - b. Leaves of absence granted by the Department Head.
  - c. Paid annual leave.

- d. The period of military service and incidental periods pertaining thereto prior to reinstatement under the provisions of the Government Code.
- e. Layoff.
- f. Suspension.

The City Manager, at his/her sole discretion, may take into account previous periods of City employment in making determinations regarding various employee benefits.

#### E. RETIREMENT

The Public Employees' Retirement System provides income for the service and disability retirement, death benefit payments, plus a guarantee that member contributions, with interest, will be refunded to all who wish to withdraw such contributions upon termination of employment. Membership is compulsory (except for elected officials) for all probationary and regular employees employed 1,000 hours or more per fiscal year.

The City may request the Public Employees' Retirement System to retire an employee who becomes physically or mentally incapacitated to perform the duties of his/her position.

The City may also request disability retirement for an employee if an industrial injury leaves the employee with a permanent disability which prevents him/her from performing the duties of the job for which he/she was hired or which might subject him/her to further injury if employment were continued.

The City shall make every effort to transfer or reassign the partially disabled employee to another existing position within the classification plan before a request for disability retirement is made.

#### F. SEVERANCE BENEFIT.

The following severance benefit package is available to employees who are laid off:

1. Cash payment equal to one (1) week of salary of each year of service plus one additional week, up to a 13 week maximum. Partial year of service rounded up to the next whole year.
2. Flat dollar amount equal to 12 months of the average monthly optional benefit dollars to be used in an optional benefit manner (i.e., take as cash or apply to insurance premium payments) to allow for continuation of insurance coverage.

3. City-paid outplacement services for access to professional outplacement assistance for a 30-day period.

Receipt of the severance package is subject to the employee signing the City's Release and Waiver Agreement.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

### **A. PURPOSE OF RULE**

1. To settle the disagreement at the employee-supervisor level informally, if possible.
2. To provide an orderly procedure to handle the grievance, through each level of supervision, if necessary, with final decision being vested in the City Manager.
3. To resolve the grievance as quickly as possible.
4. To correct, if possible, the cause of the grievance to prevent future similar grievances.
5. To provide for the development of a two-way system of communication by making it possible for all levels of supervision to hear such problems, complaints and questions raised by employees.
6. To reduce the number of grievances by allowing them to be expressed, and thereby adjusted and eliminated.
7. To promote harmonious relations generally among employees, supervisors and the administrative staff.
8. To ensure fair and equitable treatment of all employees.

### **B. MATTERS SUBJECT TO GRIEVANCE PROCEDURE**

Any employee of the City within the Competitive Service shall have the right to grieve under this provision any dispute concerning the interpretation or application of any provision of written Personnel Rules and Regulations or of the interpretation or application of this Memorandum of Understanding.

### **C. INFORMAL GRIEVANCE PROCEDURES**

An employee who has a grievance should discuss the matter with his/her immediate supervisor within twenty-one (21) days after the occurrence of the act

or omission giving rise to the grievance or twenty-one (21) days after the grievant knew or reasonably should have known about the act or omission, whichever is later. If the employee is not in agreement with the decision reached through discussion through the informal procedure, he/she shall then have the right to file a formal grievance in writing within seven (7) calendar days after the informal discussion with his/her immediate supervisor.

The written formal grievance shall contain:

1. Employee name, classification and department.
2. Name of representative, if any.
3. Statement of grievance giving:
  - a) date and time of action being aggrieved.
  - b) circumstances of grievance.
4. Specific provision of the Personnel Rules or MOU alleged to have been violated.
5. Desired resolution of grievance.
6. Signature of aggrieved employee and date.
7. Signature of union representative, if any

#### D. FORMAL GRIEVANCE PROCEDURE

Levels of review through chain of command.

1. First Level of Review. The grievance shall be presented in writing to the employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the employee within seven (7) calendar days. The employee may present the grievance in writing to his/her Department Head after notifying his/her supervisor. Failure of the employee to take further action within seven (7) calendar days after receipt of the written decision will constitute a dropping of the grievance.
2. Department Review. The Department Head or his/her designee receiving the grievance should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing, and return them to the employee within seven (7) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within seven (7) calendar days, he/she may present the grievance in writing to a fact-finder for recommendation if the grievance involves a violation of a provision of this MOU. Failure of the employee to take further action within seven (7) calendar days after receipt of the Department Head's decision will constitute a dropping of a grievance.

At the request of the Union or the Department Head, the grievance may be submitted to a fact-finder for recommendation to the City Manager, if

the grievance is limited to a claim or claims of a violation of the expressed provisions of this MOU. If the parties are unable to agree to a fact-finder within seven (7) days, they shall select the fact-finder by the alternative striking of names from a list of seven fact-finders who have had experience hearing grievance appeals in the municipal sector provided by the State Conciliation Service. The recommendations made by the fact-finder after such a hearing shall be submitted but shall not be binding on the City Manager for his/her consideration of the grievance under Step 3. The recommendation of the fact-finder shall be in writing, and copies shall be submitted by the fact-finder to the parties. The fact-finder shall have no power to make any recommendations that are in any manner inconsistent with the provisions of the Memorandum, City Rules, or any City or other law. The cost of the fact-finder and other mutually incurred costs shall be born equally by the parties to the fact-finding proceeding.

3. City Manager. The City Manager receiving the grievance should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee, or officer not in the normal line of supervision, to advise him/her concerning the grievance. The City Manager shall render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the City Manager shall be final.

#### **E. CONDUCT OF GRIEVANCE PROCEDURE.**

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
2. The employee at his/her own expense may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
3. The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the grievance.
4. Consultation with the Human Resources Director may be made as it relates to clarification and interpretation of these Rules.
5. Employees shall be assured freedom from reprisal for using the grievance procedures.

#### **ARTICLE 25 – MINOR DISCIPLINARY REVIEW PROCESS**

Minor disciplinary actions subject to this review process include written reprimands or suspensions of less than five (5) days. (Oral reprimands and counseling memos cannot be reviewed or appealed.) Major disciplinary actions such as suspensions of

five (5) days or more, pay reductions, demotions or dismissals will be undertaken in accordance with Rule XIV of the Personnel Rules and Regulations, provided however, employees will have seven (7) business days to submit an appeal.

#### Department Head Review.

The employee receiving a Notice of Minor Discipline may request a review of the disciplinary action by submitting a written request for disciplinary review to his/her Department Head within seven (7) calendar days of receipt of the Notice of Minor Discipline. The Department Head or his/her designee receiving the request for review should discuss the disciplinary action with the employee, his/her representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing and return them to the employee within seven (7) calendar days.

Failure of the employee to request a review within seven (7) calendar days after receipt of the Notice of Minor Discipline shall constitute a waiver of review and acceptance of the discipline.

#### City Manager Review.

If the employee does not agree with the decision of the Department Head, or if no answer has been received within seven (7) calendar days, he/she may present a request for disciplinary review in writing to the City Manager. The City Manager receiving the request for review should discuss the disciplinary action with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee, or officer not in the normal line of supervision, to advise him/her concerning the disciplinary action. The City Manager shall render a decision in writing to the employee within 14 calendar days after receiving the request, unless the employee is notified regarding an extension of the time period for response. The decision of the City Manager shall be final.

Failure of the employee to take further action within seven (7) calendar days after receipt of the Department Head's decision will constitute a waiver of review and an acceptance of the Department Head's decision.

### **ARTICLE - 26 LABOR MANAGEMENT COMMITTEE**

A Labor/Management Committee will be established. Each side shall be able to have up to four (4) persons attend each meeting. The committee shall meet as needed at the request of either party.

### **ARTICLE 27 – EMPLOYEE ORGANIZATIONAL LEAVE**

SEIU Local 721 request for Employee Organizational Leave for up to thirty (30) days in a calendar year shall be in writing to the Department Head and copied to the Human Resources Director at least ten (10) business days in advance of the leave. The

request for such leave may be approved at the discretion of management depending on operational needs of that department.

SEIU local 721 may not have more than two (2) employees in the bargaining unit on Employee Organizational Leave at any one time to work with SEIU Local 721.

Employee Organizational Leave shall be without City pay or benefits of any kind. Employees on Employee Organizational Leave shall be placed on an Unpaid Leave status.

#### **ARTICLE 28 - INCORPORATION**

It is agreed that Section I -Work Week and Section II -Hours of Work of Rule VII of the City's Personnel Rules and Regulations are incorporated into this MOU.

#### **ARTICLE 29 – CONCERTED ACTIVITIES**

##### **A. No Strike Provision**

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Union, its officers, agents or unit members during the term of this Agreement, including compliance with the request of other labor organizations or bargaining units to engage in such activity.
2. In the event of a work action, as described above, the Union agrees to take all necessary steps in good faith to cause those persons to cease such action.
3. In the event any unit member covered under this MOU violates the terms of this Article, the City retains the right to discharge or otherwise discipline such employee.

**B. No Lockout Provision.** The City agrees that it will not engage in or authorize any lockout of employees for the duration of this MOU.


#### **ARTICLE 30 - CONCLUSIVENESS**

With this Memorandum of Understanding, the City has met its obligations to meet and confer in good faith as provided by law for the term hereof; except, however, any changes proposed by the City in the Personnel Rules and Regulations that fall within the scope of meeting and conferring pursuant to the Myers-Millias-Brown Act (MMBA) and this Memorandum of Understanding, and that affect employees represented by the Union will be submitted to the Union 30 days in advance of such proposed action, except in case of emergency as provided by the Myers-Millias-Brown Act, for the purpose of meeting and conferring regarding such proposed changes.

**ARTICLE 31 - TERM**

This Memorandum of Understanding shall be and remain in full force and effect during the period from July 1, 2010 through June 30, 2013 with SEIU option to extend through December 31, 2013. SEIU will notify the City of its desire to extend the MOU no later than March 1, 2013.

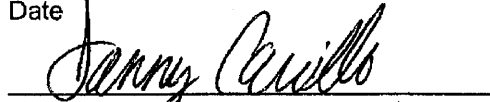
FOR THE UNION:



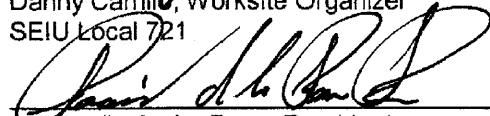
Bart Diener,  
SEIU Local 721

4-6-11

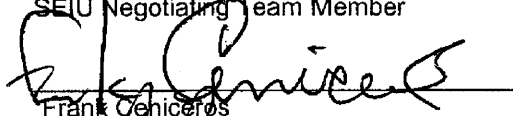
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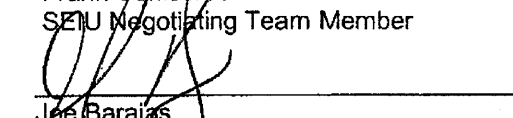
Danny Carrillo, Worksite Organizer  
SEIU Local 721



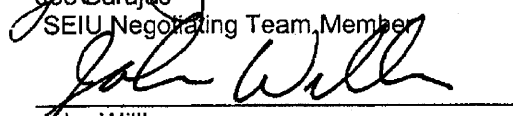
Ramon R. De La Rosa, President  
SEIU Negotiating Team Member



Frank Cenicerros  
SEIU Negotiating Team Member

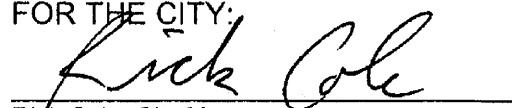


Joe Barajas  
SEIU Negotiating Team Member



John Willis  
SEIU Negotiating Team Member

FOR THE CITY:



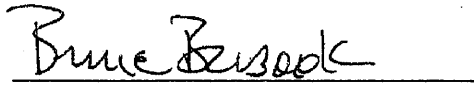
Rick Cole, City Manager  
City of San Buenaventura

4-5-11

Date

APPROVED AS TO FORM:

Ariel P. Calonne



By Bruce Barsook, Liebert, Cassidy, Whitmore

"Attachment A"

Maintenance Series

Maintenance Worker I / Maintenance Worker II\*  
Wastewater Collection Utility Leadworker  
Sign Maintenance Worker  
Street Maintenance Leadworker  
Equipment Operator  
Water Distribution Operator I / Water Distribution Operator II\*  
Lead Water Distribution Operator  
Utilities Service Leadworker  
Utilities Service Representative  
Facilities Maintenance Worker I / Facilities Maintenance Worker II\*  
Aquatic Facility Operator  
Facilities Maintenance Leadworker  
Wastewater Collection Utility Worker I / Wastewater Collection Utility Worker II\*

Electrical/Electronics Series

Instrumentation & Electrical Technician  
Electrical-Mechanical Leadworker  
Electrical-Mechanical Maintenance Worker  
Water Production Leadworker  
Traffic Signal Repairer  
Traffic Signal Technician  
Utilities Mechanic I / Utilities Mechanic II\*  
Welder-Fabricator

Laboratory Series

Laboratory Assistant  
Laboratory Technician I  
Laboratory Technician II  
Senior Laboratory Technician

Equipment Mechanic Series

Equipment Mechanic I / Equipment Mechanic II\*  
Senior Equipment Mechanic

Tree Series

Tree Maintenance Leadworker  
Tree Maintenance Worker I / Tree Maintenance Worker II\*

Groundskeeping Series

Groundskeeper I / Groundskeeper II\*  
Irrigation Maintenance Worker II  
Park Maintenance Leadworker

Plant Operators Series

Lead Plant Operator  
Plant Operator-in-Training/Plant Operator Grade I / Plant Operator Grade II / Plant Operator Grade III\*

\*Indicates Flexibly Staffed Classifications