

Addendum to Memorandum of Understanding

City of Ventura and the
Professional "Q" Unit of
Service Employees International (SEIU), Local 721

March 14, 2011

This addendum to the existing Memorandum of Understanding (March 1, 2009 – February 29, 2012) is entered into between the City of Ventura and the duly authorized representative of the Professional "Q" Unit of Service Employees International Union (SEIU), Local 721.

This addendum will amend the current Memorandum of Understanding and its terms and conditions will be integrated, as written and agreed to, into the current Memorandum of Understanding.

SEIU and the City of Ventura agree to add provisions to Article 8- Retirement and Article 12 – Optional Benefit Program, and to revise Article 14.1 – Compensatory Time Off and Article 31 - Term. Personal Leave (a new provision) will be added to Article 15 – Leave Time Policies and Plans.

ARTICLE 8 - RETIREMENT

(Article 8 A- add to existing paragraph)

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.

(Article 8.B.1; Article 8.B.4 and Article 8.B.5 - amend as follows)

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 2nd tier retirement formula of two percent at sixty (2% @ 60) will be

implemented for all new hires employed after the effective date of the 2nd tier implementation.

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 2nd tier retirement formula utilizing the average three highest years will be implemented for all new hires employed after the effective date of the 2nd 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 12 - OPTIONAL BENEFIT PROGRAM

(add the following between paragraph one and two)

- Effective January 2011, or as soon thereafter as is practicable, this amount will be increased by \$20/semi-monthly to \$237.50 semi-monthly (\$475/month).
- Effective the first pay period of the 2012 benefit plan year, i.e., pay period ending November 25, 2011 (pay date December 2, 2011), this amount will be increased by \$10/semi-monthly to \$247.50 semi-monthly (\$495/month).

ARTICLE 14.1 – COMPENSATORY TIME OFF

(underline indicates language change)

When an employee is required to work overtime, the Department Head shall allow the employee to take compensatory time off at straight time. No employee shall be allowed to accumulate more than 60 hours of compensatory time to be taken off. Accrued compensatory time not used before notice of termination of employment shall not be paid upon termination.

ARTICLE 15 – LEAVE TIME POLICIES AND PLANS

(the following new provision added)

- 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 table below:

Pro-ration 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


ARTICLE 31 – TERM
(amend as follows)

This Memorandum of Understanding shall be and remain in full force and effect during the period from March 1, 2009 through June 30, 2013 with SEIU option to extend to December 31, 2013. SEIU will notify the City of its desire to extend the MOU no later than March 1, 2013.

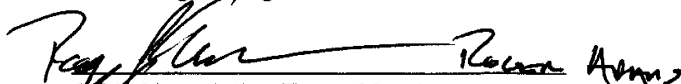
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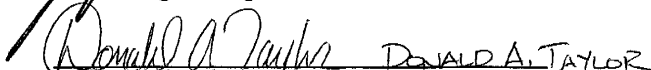
4-1-11

Date


BART DIENER
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Richard Newsham
SEIU Negotiating Team Member



Rebecca Adams
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DONALD A. TAYLOR
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FOR THE CITY:


4-5-11

Date


Rick Cole, City Manager
City of San Buenaventura

APPROVED AS TO FORM:

Ariel P. Calonne


By Bruce Barsook, Liebert, Cassidy, Whitmore