



CITY OF SAN PABLO
City of New Directions

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF SAN PABLO AND

OPERATING ENGINEERS LOCAL UNION NO. 3, AFL-CIO

EFFECTIVE JULY 1, 2017 through JUNE 30, 2021

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1. RECOGNITION	4
ARTICLE 2. UNION SECURITY	5
ARTICLE 3. SCOPE OF MEMORANDUM OF UNDERSTANDING	5
ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE 5. UNION REPRESENTATION AND SHOP STEWARDS.....	6
ARTICLE 6. SALARIES	7
ARTICLE 7. MULTILINGUAL PAY.....	11
ARTICLE 8. OUT-OF-CLASSIFICATION PAY	12
ARTICLE 9. PAYDAYS	13
ARTICLE 10. HOURS OF WORK.....	13
ARTICLE 11. LUNCH AND BREAK PERIODS	15
ARTICLE 12. OVERTIME AND CALLBACK.....	16
ARTICLE 13. HEALTH BENEFITS/FLEXIBLE SPENDING ACCOUNT	17
ARTICLE 14. PRORATION	20
ARTICLE 15. DISABILITY INSURANCE	20
ARTICLE 16. LIFE INSURANCE.....	20
ARTICLE 17. RETIREMENT.....	21
ARTICLE 18. VACATION LEAVE	25
ARTICLE 19. SICK LEAVE	28
ARTICLE 20. HOLIDAYS.....	29
ARTICLE 21. BEREAVEMENT LEAVE.....	31
ARTICLE 22. LEAVES OF ABSENCE	31
ARTICLE 23. FAMILY CARE AND PREGNANCY LEAVE	32
ARTICLE 24. SAFETY PROGRAM, BOOTS AND UNIFORMS	32
ARTICLE 25. EDUCATIONAL INCENTIVE PROGRAM	33
ARTICLE 26. BENEFITS UPON TERMINATION	34
ARTICLE 27. PERSONNEL FILES	35

ARTICLE 28. PERFORMANCE EVALUATION	35
ARTICLE 29. DRESS CODE	36
ARTICLE 30. NO DISCRIMINATION	36
ARTICLE 31. GRIEVANCE PROCEDURE	36
ARTICLE 32. DISTRIBUTION OF MEMORANDUM	39
ARTICLE 33. PEACEFUL PERFORMANCE CLAUSE	40
ARTICLE 34. TERM OF AGREEMENT	40
ARTICLE 35. SIGNATURES	40

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq., of the Government Code of the State of California.

ARTICLE 1. RECOGNITION

Operating Engineers Local 3 (hereinafter called "Union") is recognized as the exclusive representative of the job classifications listed below. The Union is the only organization entitled to meet and confer in good faith on matters within the scope of representation for employees within the Unit. This recognition is in accordance with applicable sections of the Employee-Employer Relations Ordinance. The City of San Pablo (hereinafter called "City") shall advise all new employees of the Union representation status and shall forward information provided by the Union regarding membership to each new employee.

The bargaining unit represented by the Union shall include all permanent employees in the following full-time and .80 FTE employee positions:

- Administrative Clerk I
- Administrative Clerk II
- Administrative Secretary
- Building Inspector
- Engineering Aide
- Engineering Technician
- Fiscal Clerk I
- Fiscal Clerk II (Non-Confidential)
- Maintenance Worker I
- Maintenance Worker II
- Paratransit Driver
- Permit Technician I
- Permit Technician II
- Planning Aide
- Public Works Inspector I
- Public Works Inspector II
- Senior Administrative Clerk
- Senior Center Services Aide - Social Services
- Senior Center Services Aide - Transportation
- Senior Maintenance Worker
- Senior Permit Technician
- Senior Public Works Inspector

ARTICLE 2. UNION SECURITY

2.1 Dues Deduction

The City shall deduct, semi-monthly, the amount of OE3's regular and periodic dues as specified by OE3 under the authority of an authorization card furnished by the OE3 to the employee and signed by the employee. OE3 will provide a certified list of current members, and shall certify that OE3 possesses, and will maintain, a signed authorization for dues deduction (and/or voluntary political contribution deductions where applicable) from each individual on the list.

Such deductions, together with a list of the names and amount deducted, shall be forwarded on a monthly basis to the OE3 office.

OE3 shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security Article, or action taken or not taken by the City under this Article. This includes, but is not limited to, the City's attorney's fees and costs.

ARTICLE 3. SCOPE OF MEMORANDUM OF UNDERSTANDING

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Union meet and confer.

ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City has and retains the rights and functions of management, including but not limited to: the right to determine the methods, means and personnel by which its operations are to be conducted; to determine the mission of each of its constituent departments, boards and commissions; to set standards of service to be offered to the public considering employee safety and workload; to classify positions; to add or delete positions or classes; to establish standards for employment, promotion and transfer of employees; to establish and enforce dress and grooming standards; to direct its employees; to take disciplinary action for cause; to schedule employees; and to relieve its employees from duty because of lack of work or other legitimate reasons. Any and all of these actions must be within the legal limits of this agreement, and State and Federal laws.

ARTICLE 5. UNION REPRESENTATION AND SHOP STEWARDS

- 5.1 OE3 may designate at least one (1) employee within each department as its shop steward for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions, and investigating grievances; provided, however, that there are no more than four (4) shop stewards and/or their alternatives serving at any time.
- 5.2 The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives; provided, however, that said time is scheduled so as not to unduly interfere with workload and job requirements as determined by the department head or division head, such determination not to be capricious or arbitrary; provided further that such time afforded under these provisions shall be devoted only to matters within the scope of representations. For the above Section, reasonable time shall be interpreted as not to exceed eight (8) hours per month per steward unless additional time is requested and approved by the City Manager.
- 5.3 OE3 may designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of two (2) members of said committee shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring within the scope of representation.
- 5.4 OE3 will notify the City within two (2) weeks of the action of the designation of new officers, shop stewards and alternates.
- 5.5 The City shall afford a designated OE3 representative reasonable time off during working hours for the purpose of attending meetings, conferences, conventions or workshops related to Union business, training or educational affairs; provided, however, that "Union Leave" afforded under this section shall not exceed two (2) workdays per designated representative in any one fiscal year and provided further that an employee shall notify the City at least seven (7) calendar days in advance of such leave. OE3 shall certify that there is a legitimate Union need for the presence of the employee representative at the time such leave is requested. Requests for Union leave under this section shall not be unreasonably made nor shall they be unreasonably denied.

5.6 Labor-Management Committee

A labor management committee, consisting of the Union's Shop Stewards, the Union Business Agent, the City Manager or his or her designee, unless the Union specifically requests the presence of the City Manager, and at least one (1) other City representative shall meet not more frequently than once every month, at the request of either the City or the Union, for the purpose of discussing problems which arise relating to matters

which are not provided for in this Memorandum of Understanding. The party requesting the meeting shall provide the other with an agenda of items for discussion.

ARTICLE 6. SALARIES

6.1 General Increases

All classifications listed in Article 1, herein, shall receive salary increases as follows:

Effective July 1, 2017, there will be a zero percent (0%) cost of living increase for all classifications represented by the Union.

Effective July 1, 2018, there will be a six percent (6%) cost of living increases for all classifications represented by the Union. Retroactivity will be paid by separate direct deposit.

Effective July 1, 2019, there will be a three percent (3%) cost of living increase for all classifications represented by the Union.

Effective July 1, 2020, there will be a three percent (3%) cost of living increase for all classifications represented by the Union.

6.2 Equity Adjustments

Effective July 1, 2018, salary schedules for job classifications that are more than five percent (5%) below the median of comparable cities, according to the City's 2017 total compensation survey prepared by Bryce & Associates, dated March 2017, shall be increased to five percent (5%) below the median. Any cost of living adjustment will be applied after the equity adjustment has been applied. In accordance with the above, the following job classifications shall receive an equity adjustment:

Administrative Clerk I (increase of .05%)
Administrative Clerk II (increase of 0.44%)
Engineering Technician (increase of 4.48%)
Senior Administrative Clerk (increase of 0.44%)

Retroactivity will be paid by separate direct deposit.

6.3 Longevity Pay

Union members shall receive longevity incentive, as follows:

- A. Full time employees who complete fifteen (15) years of continuous service with the City of San Pablo shall receive an additional three percent (3%) of base salary as a longevity incentive;
- B. Full time employees who complete twenty (20) years of continuous service with the City of San Pablo shall receive an additional two percent (2%) of base salary for a total of five percent (5%) of base salary as a longevity incentive; and
- C. Full time employees who complete twenty-five (25) years of continuous service with the City of San Pablo shall receive an additional two percent (2%) of base salary for a total of seven percent (7%) of base salary as a longevity incentive.

The percentage increases shall not be cumulative.

For the purpose of calculating longevity pay eligibility, one "year of service" shall be defined as one thousand nine hundred fifty (1,950) hours of straight time hours worked, including use of paid time off.

Continuous service with the City for the purpose of longevity pay eligibility shall be defined as service not broken by a break in service of six (6) months or longer following separation.

6.4 Pesticide Spray Incentive

During the time an employee is assigned by a Department Head or Supervisor to perform pesticide spraying duties, the employee will receive incentive pay of one hundred dollars (\$100) per month.

6.5 Hazwopper Certificate Incentive

Effective July 1, 2018, an employee assigned by a Department Head or Supervisor to obtain and maintain a current Hazwopper certificate will receive incentive pay of fifty dollars (\$50) per month for the duration of the assignment. Retroactivity will be paid by separate direct deposit.

6.6 On-Call Duty

There are unexpected events that may occur outside the regular work shift that require Public Works Maintenance staff to respond and/or provide assistance. To ensure consistent availability of personnel, full-time staff will be assigned on-call duty on a regularly scheduled basis to ensure proper coverage of these unanticipated events.

A. Employees Assigned

Each full-time employee will be scheduled for on-call duty for a two-week (fourteen-day) time period on a rotating basis every eight (8) weeks. The two-week time period shall begin on Monday at 7:00am and end two (2) weeks later on the second Monday at 6:59am (please see chart on the next page).

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Rotation 1	Employee 1 & 2 Begin at 7:00am						
Rotation 1							End at 6:59am Monday morning
Rotation 2	Employee 3 & 4 Begin at 7:00am						
Rotation 2							End at 6:59am Monday morning
Rotation 3	Employee 5 & 6 Begin at 7:00am						
Rotation 3							End at 6:59am Monday morning
Rotation 4	Employee 7 & 8 Begin at 7:00am						
Rotation 4							End at 6:59am Monday morning
Rotation 1	Employee 2 & 1 Begin at 7:00am						
Rotation 1							End at 6:59am Monday morning

A schedule will be developed for the fiscal year assigning full-time employees their respective weeks of on-call duties.

B. Method of Assignment

There shall be two (2) employees designated to be on-call, one (1) of whom shall be designated as "primary" and the other shall be designated as "secondary". The "primary" stand-by employee shall be called first. The "secondary" on-call employee shall be called when the "primary" employee is unable to respond because of illness or other reason, in which case the "secondary" on-call employee shall become the "primary," or when a second employee is necessary.

C. On-Call Protocol

An employee assigned to on-call duty shall report to work within sixty (60) minutes of receiving a call. The employee is not required to remain on City premises, and is able to use on-call time to engage in regular personal activities for his or her own purposes.

An employee assigned to on-call duty shall be required to respond to any call from the Police Department Dispatch and shall NOT call or designate another employee to cover for them without specific approval from the Division Head.

An employee assigned to on-call duty shall be in compliance with all State, Federal and Local laws regarding driving and the use of alcohol and drugs.

An employee assigned to on-call duty shall respond to work wearing the appropriate work clothes and footwear.

Employees assigned as the "primary" and "secondary" shall designate a telephone number for notification purposes. This information shall be provided to the Police Department Watch Commanders and Dispatchers on a weekly basis.

Employees on sick leave for their shift are not eligible for on-call pay for that day except where such sick leave is for a scheduled medical appointment.

Employees may trade on-call duties amongst themselves upon written approval of the Division Head and provided that the Police Watch Commanders and Dispatchers are notified prior to the trade. Trades must be made in 24 hour increments.

D. Compensation

The employees assigned to "primary" on-call duty shall be paid thirty-five dollars

(\$35.00) per day that they are on-call. If the employee is not available for duty during any portion of his fourteen (14) day period, due to illness or other reason, the employee shall not receive the thirty-five dollar (\$35.00) stipend for each day or portion of the day the employee is not available. Once an employee is deemed not available, the "secondary" on-call employee will be notified that he or she is now "primary" for the remainder of the fourteen (14) day period. The original primary on-call employee will no longer be eligible for on-call pay for the remainder of the fourteen (14) day period.

In addition to the thirty-five dollars (\$35.00) on-call pay that employees will receive for being on-call, there will also be a minimum of four (4) hours of overtime credited to each employee who is on-call and is required to respond to a call regardless of the time it takes to respond to such call. Travel time between an employee's home and regular place of business when an employee is required to respond to a call shall not be compensable.

ARTICLE 7. MULTILINGUAL PAY

Employees who are multilingual and who regularly use their skills and are recognized as such by their respective supervisors shall receive an additional pay upon application and approval of the City Manager as outlined below. This benefit must be initially certified and recertified periodically to continue eligibility or when an employee advances to the next level. Multilingual skills must be used to assist members of the public.

- A. Primary level – To be eligible for the primary level of multilingual pay, an employee must be certified for the ability to speak a secondary language proficiently and frequently during the course of work. An employee certified as able to speak a secondary language at the primary level and required to regularly use verbal multilingual skills in the course of his or her job shall be compensated in the amount of one hundred dollars (\$100.00) per month.

- B. Secondary level - To be eligible for the secondary level of multilingual pay, an employee must be certified for the ability to speak a secondary language fluently and frequently during the course of work. In addition, the employee must be able to read and express in writing the secondary language required. An employee certified at the secondary level and required to regularly use verbal and written multilingual skills in the course of his or her job shall be compensated in the amount of two hundred dollars (\$200.00) per month.

- C. Expert level – To be eligible for the expert level of multilingual pay, an employee must be certified for the ability to speak, read, write, edit, proof read frequently, and/or investigate in the secondary language. An employee certified at the expert

level and required to regularly use verbal and written multilingual skills in the course of his or her job as described above shall be compensated in the amount of three hundred dollars (\$300.00) per month.

- D. Employee shall receive pay for only one appropriate competency level.
- E. Employees wishing to be certified at one of the above-listed competency levels shall be required to demonstrate their abilities for a third party linguistic evaluation provider selected by the City. An employee may request a re-evaluation no sooner than one (1) year following the last evaluation.
- F. The City Manager shall have the final determination as to who is certified and at what level, based on consideration as to the frequency of use and the applicability to the community of San Pablo.
- G. Frequency of use required for primary and secondary multilingual incentive shall be defined as using a language daily other than English in the performance of the employees' assigned duties at least weekly on average. Frequency of use required for expert level multilingual incentive is using a secondary language in the performance of the employee's assigned duties at least weekly on average, or on a regular basis authorized by the City Manager or designee. Proof of frequency can be certified by the employee's immediate supervisor. If a disagreement arises than the employee may document contacts to provide proof to the supervisor.

ARTICLE 8. OUT-OF-CLASSIFICATION PAY

Prior Approval must be obtained from the Department Head or Division Manager in the event an employee is assigned a significant portion of job duties of a higher classification. The employee shall be paid a flat rate of five percent (5%) above their current salary step which shall become effective on the first day of assigned duties in the higher classification, if the assignment is worked for a minimum of one (1) full day.

Any employee on a temporary assignment longer than thirty (30) days and assigned to the full range and scope of duties of a higher classification shall be assigned to the lowest step in that higher pay range which is at least five percent (5%) higher than normal assigned pay for the duration of the temporary assignment following the first thirty (30) days. The City shall report temporary upgrade pay of more than thirty (30) days to CalPERS in accordance with California Public Employees' Retirement Law.

For the purpose of Government Code section 20480, an out-of-class appointment shall not exceed a total of nine hundred sixty (960) hours in a fiscal year.

ARTICLE 9. PAYDAYS

The City shall pay all employees on the fifth (5) and twentieth (20th) of each month. Should the regular payday occur on a Saturday or Sunday, payment shall be made on the preceding Friday. Should a holiday occur on the regularly scheduled payday, checks shall be issued on the day preceding the holiday.

ARTICLE 10. HOURS OF WORK

10.1 Hours of Work

Full-time employees may be assigned to one of the following, normal work schedules (work hours based on the following schedules shall be prorated at eighty percent (80%) of the normal work hours for .80 FTE's):

- A. 10/75: Employees assigned to a 10/75 schedule shall work a schedule of five (5) seven and one-half (7-1/2) hour workdays per work week. The workweek shall be defined as thirty-seven and one-half (37-1/2) hours per week, which shall be assigned on five (5) consecutive days, except as otherwise designated for employees on an alternate work schedule.
- B. 9/75: Employees assigned to a 9/75 work schedule shall work a two-workweek schedule of nine (9) 8.33-hour workdays, with the same, alternating day off every two-week period.
- C. 8/75: Employees assigned to an 8/75 work schedule shall work four (4), nine and one-half (9.5) hour workdays, Monday through Thursday. Employees will take an additional half-hour for their lunch period on one day per week to result in an average of 9.375 hours per workday, and thirty-seven and one-half (37.5) hours per workweek. Employees will have every Friday as a day off. The additional seven and one-half (7.5) minutes of work each day (the difference between nine and one half (9.5) hours actually worked per day and the average hours per day of 9.375) shall not be treated as overtime for FLSA Non-Exempt members subject to overtime.
- D. Assignment of an alternate work schedule shall only be made on a voluntary basis or after meeting and conferring, and in no case shall any Unit employee be assigned to a regular workweek on non-consecutive days. If an employee voluntarily accepts a workweek consisting of five (5) consecutive days which include a Saturday or Sunday, s/he shall be given written instructions prior to the change in schedule regarding procedures for reporting his/her unscheduled absences and for reporting and responding to City emergencies on these days.

Employees stationed at City Hall will work the hours of 7:30 A.M. to 6:00 P.M., Monday through Thursday. Public Works Maintenance Division employees' hours of work are from 7:00 AM to 3:50 PM Monday through Friday on the 9/75 work schedule, with the same alternating day off every two weeks.

10.2 Work Week

The workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated for employees on an alternate work schedule.

For employees assigned to a 9/75 work schedule, the workweek shall begin exactly 4.165 hours into the employee's 8.33-hour shift on the day of the week which corresponds to the employee's alternating regular day off.

10.3 Work Schedule Changes

An employee's regular work schedule may be adjusted for the benefit of public service, contingent upon City Manager approval.

The City has the right to create new positions within classifications, which may vary in hours and/or days as established in this Article. The City will provide the Union with the opportunity meet and confer over the impacts and effects of changes in conditions of employment, including but not limited to, wages and benefits.

In no case shall this provision be used to change the working hours of existing budgeted positions or used to supersede the City's obligation to meet and confer concerning changes to established position's working days and hours.

Changes in the hours of work for any employee or group of employees shall only be made after meeting and conferring.

10.4 Flexible Work Schedule

Subject to employee request and Department Head and City Manager approval, employees may be granted flexible schedules for child care, commute or other personal considerations. Employee requests received will be considered on a case-by-case basis. Flexible work schedules shall not result in overtime. If mutually agreeable, employees who receive an unpaid sixty (60) minute lunch period may be permitted to reduce their lunch period to thirty (30) minutes and use the saved one-half (1/2) hour at either the beginning or end of their workday, or at such other time during the workday as the employee may request and the Department Head and the City Manager may approve. The Union shall be copied on City denials of employee flexible work schedule requests, and shall be provided a summary of the business reasons for the denial.

ARTICLE 11. LUNCH AND BREAK PERIODS

11.1 Meal Periods

- A. Corporation Yard: Employees in the Corporation Yard shall receive an unpaid, duty free thirty (30) minute lunch period.
- B. All other employees shall receive an unpaid, duty free sixty (60) minute lunch period. Lunch period is generally between 12:00 noon and 1:00 p.m.
- C. Commercial Drivers
 - 1. For employees who are commercial drivers as defined by California Wage Order No. 9, the employee may not work for more than ten (10) hours per day without receiving a second meal period of at least thirty (30) minutes. However, if the total hours worked does not exceed twelve (12) hours, the second meal period may be waived by mutual consent of the employee and supervisor, so long as the first meal period was not waived.
 - 2. The commercial driver employee shall be paid one (1) hour of pay at the employee's regular rate of pay if the City fails to provide an employee a meal period as provided by this Article, and the meal period is not waived by mutual agreement of the employee and supervisor.

11.2 Rest Periods

- A. All employees shall receive a fifteen (15) minute work break each morning and each afternoon at a time mutually agreeable to the employee and to the supervisor; provided, however, that such fifteen (15) minutes includes all time away from the work station; and providing that they may not leave their general work locations (defined as City Offices for inside employees and Work Locations for outside employees).
- B. Work break periods may not be used to come to work late, leave work early, nor may they be accumulated for future time off.
- C. Commercial Drivers
 - 1. For employees who are commercial drivers as defined by California Wage Order No. 9, the employee shall be permitted a rest period of at least ten (10) minutes every four (4) hours of work time, or major fraction

thereof. However, a rest period shall not be provided for an employee whose total daily work time is less than three and one-half (3 ½) hours.

2. The commercial driver employee shall be paid one (1) hour of pay at the employee's regular rate of pay if the City fails to provide an employee a rest period as provided by this Article.

ARTICLE 12. OVERTIME AND CALLBACK

12.1 Overtime

Overtime work shall be offered within the Public Works department on a seniority rotational basis, and the department will establish and maintain an overtime volunteer list for this purpose. If after said list for a department is exhausted and no volunteer has been identified for the particular project requiring overtime, the City may require overtime worked by employees either already engaged in the project or those whose skills may be required.

Overtime shall be defined as all time worked in excess of an employee's regular work day. The rate of pay for overtime worked shall be one and one-half times the employee's regular hourly rate.

Paid time off shall count as hours worked for the purposes of calculating overtime eligibility.

12.2 Call Back

Employees called back to work after working a full day or part of a day after at least thirty (30) minutes has elapsed since the end of their prior shift shall be paid a minimum of four (4) hours overtime rate. Overtime worked on Saturdays, Sundays, holidays or any non-workday shall be paid at the overtime rate, with a guarantee of four (4) hours.

12.3 Compensatory Time Off

In accordance with the revised Fair Labor Standards Act, employees may elect to receive compensatory time off at the rate of one and one-half times the amount of overtime worked in lieu of payment for overtime, up to a maximum of two hundred forty (240) hours in one fiscal year. The employee shall be allowed to use compensatory time off upon reasonable request and if it does not unduly disrupt the operations of the Department. A reasonable request is one received at least fourteen (14) calendar days in advance of the requested time off. The City will consider the employee's input as to the scheduling of the time off. Under no circumstances can an employee be forced to take compensatory time off in lieu of pay.

ARTICLE 13. HEALTH BENEFITS/FLEXIBLE SPENDING ACCOUNT

13.1 Medical, Dental Insurance, and Flexible Spending Account Contributions

A. Medical Insurance

The City is a participating employer in the Public Employees' Medical and Hospital Care Act (PEMHCA), the medical insurance program sponsored by CalPERS. Upon the City's adoption of the amendment to the City's contract with CalPERS for PEMHCA participation, the maximum City contribution per month for medical insurance for active employees and qualifying annuitants shall be the minimum employer contribution as determined by CalPERS. For 2019, the minimum, monthly employer contribution is \$136.

B. Flexible Benefit Plan

The City maintains a Flexible Benefit Plan that constitutes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code. The Flexible Benefit Plan allows active employees to pay for actual medical plan premiums or other qualified expenses on a pre-tax basis.

Between the date of City Council adoption of this agreement and December 31, 2019, the City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, up to:

- The premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- Minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Article 13.1(A) above);
- Minus one hundred and fifty dollars (\$150) to be paid by the employee if enrolled in a Kaiser plan, or minus twenty percent (20%) of the group health insurance premium to be paid by the employee if enrolled in a non-Kaiser plan.

Effective January 1, 2020, the City will contribute, on behalf of each eligible employee enrolled in City-provided health insurance, solely for the purchase of medical insurance coverage that is affordable and provides minimum essential coverage as defined by the Affordable Care Act, an amount up to:

- Ninety percent (90%) of the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage, capped at the amount equal to ninety percent (90%) of the selected level of coverage for the Kaiser plan;
- Minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Article 13.1(A) above).

The City may adjust the above amounts in an employee's favor to comply with the requirements of the Affordable Care Act.

On behalf of each eligible .80 FTE employee enrolled in City-provided Kaiser health insurance, the City will contribute up to:

- Eighty percent (80%) of the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- Minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Article 13.1(A) above);
- Minus one hundred and fifty dollar (\$150) to be paid by the employee; however, .80 FTE employees' contribution to Kaiser health insurance shall be capped as follows:

Employee only: \$200

Employee plus one: \$250

Employee plus family: \$300

The City may adjust the above amounts in an employee's favor to comply with the requirements of the Affordable Care Act.

On behalf of each eligible .80 FTE employee enrolled in City-provided non-Kaiser health insurance, the City will contribute up to:

- Eighty percent (80%) of the premium for the employee's selected, City-provided group health insurance plan at the selected level of coverage;
- Minus the City's minimum, monthly employer contribution required for participation in PEMCHA paid separately by the City to CalPERS (see Article 13.1(A) above);
- Minus an additional twenty percent (20%) of the group health insurance premium to be paid by the employee, with no cap on the employee's contribution.

C. Healthcare Legislation Reopener

The City or the Union may reopen negotiations at any time during the term of the MOU to address the impact of health care legislation at the State or Federal level.

D. In Lieu or Dual Medical Coverage

In the event an eligible employee elects to waive participation in City-provided health insurance due to coverage in a group health plan from another source (e.g. spouse, parent, etc.), the employee shall receive the appropriate in-lieu amount:

\$500.00 – Family coverage or two-party coverage

\$350.00 – Single party coverage

The employee may receive the in-lieu amount in cash (taxable) or they may elect to contribute the in-lieu amount (not taxable) towards the 457 ICMA Deferred Compensation Plan as a supplemental retirement benefit.

To elect this option, the employee shall demonstrate that he or she is adequately covered at the applicable level of coverage by another source of group health insurance. If an employee loses primary coverage, he or she shall be covered by the City health plan as soon as possible, in accordance with CalPERS regulations and this MOU.

The City's obligation to pay the in lieu amount may be conditioned upon the employee providing reasonable evidence and attestation that the employee and all individuals in the employee's expected tax family have alternate minimum essential coverage for every plan year in which the employee receives the in lieu amount, in accordance with IRS requirements for an eligible opt out program. The City shall not pay the in lieu amount if the City knows or has reason to know that the employee or individual in the employee's tax family does not have qualifying alternate coverage. Prior to denying in lieu, the City will meet with the employee and Union representative to verify the basis for the denial.

E. Dental Plan

For employees enrolled in the City-provided dental insurance plan, the City will contribute through the Flexible Benefit Plan the full premium for dental insurance coverage (which includes a 50/50 orthodontia plan for children only with three thousand dollars (\$3,000) maximum) for the employee and eligible dependent family members.

F. Reimbursable Expenses and Flexible Spending Account

The City provides a Flexible Spending Account (FSA), which allows employees to contribute a portion of their regular earnings to pay for qualified dependent care and medical expenses before earnings are subject to payroll taxes, in accordance with IRS regulations.

The City will contribute to the Flexible Spending Account the amounts listed below based on the assumption that the following arrangement falls within the IRS guidelines:

\$225.00 for 7/1/17 through 12/31/17 (\$180.00 for .80 FTE)
\$450.00 for 1/1/18 through 12/31/18 (\$360.00 for .80 FTE)
\$450.00 for 1/1/19 through 12/31/19 (\$360.00 for .80 FTE)
\$450.00 for 1/1/20 through 12/31/20 (\$360.00 for .80 FTE)
\$225.00 for 1/1/21 through 6/30/21 (\$180.00 for .80 FTE)

New employees shall receive a prorated Flexible Spending Account contribution based on hire date or promotion date as follows (the numbers shown in bold apply to .80 FTE's):

Hire Date	7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30
FY 17/18	\$225.00/ \$180.00	\$112.50/ \$90.00	450.00/ \$360.00	337.50/ \$270.00
FY 18/19	\$225.00/ \$180.00	\$112.50/ \$90.00	450.00/ \$360.00	337.50/ \$270.00
FY 19/20	\$225.00/ \$180.00	\$112.50/ \$90.00	450.00/ \$360.00	337.50/ \$270.00
FY 20/21	\$225.00/ \$180.00	\$112.50/ \$90.00	225.00/ \$180.00	112.50/ \$90.00

In accordance with IRS regulations, any unused amounts contributed to the FSA shall not be reimbursed to the employee should employee fail to submit proof of eligible reimbursable expenses during a calendar year. However, up to five hundred dollars (\$500) of unused amounts remaining at the end of a plan year in a health FSA may be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. All other unused amounts in an employee's FSA cannot be rolled over to the next calendar year.

13.2 Employee Assistance Program

The City provides access to an Employee Assistance Program for use by the employee and eligible dependent(s).

ARTICLE 14. PRORATION

Any employee authorized to work at a reduced schedule (at least thirty (30) hours per week or eighty percent (80%) of the normal work schedule) shall receive prorated benefits, including vacation, sick leave, other leave, medical, dental and vision premiums, in-lieu payout and other reimbursable expense amounts. The reduced work schedule shall be authorized by the City Manager or designee.

ARTICLE 15. DISABILITY INSURANCE

The City shall pay the premium for a long-term disability insurance policy covering up to 66.7% of monthly salary after a thirty (30) day qualifying period.

ARTICLE 16. LIFE INSURANCE

The City shall pay the premium for a sixty thousand dollars (\$60,000) life insurance policy for all Union members. A voluntary term life policy shall be made available to dependents of the

employee, as mandated by the existing Life Insurance Program, at the total expense of the employee.

ARTICLE 17. RETIREMENT

17.1 Pensions

- A. Tier One Pension:
 - 1. Formula: The City shall provide the full formula of two and one half percent (2.5%) at age 55 calculated on the single highest year for local miscellaneous members considered "classic" members of CalPERS.
 - 2. Member Contribution: Employees in Tier One Pension shall pay the statutory member contribution required by CalPERS, in addition to the cost share requirement described below.
 - 3. Employee Cost Sharing: Employees in Tier One pension are required to pay two and three-tenths percent (2.3%) of reportable compensation toward the employer contribution for pension in accordance with Government Code Section 20516(a)-Employees Sharing Cost of Additional Benefits).

- B. Tier Two Pension:
 - 1. Formula: For eligible employees who are "new members" as defined by Government Code Section 7522.02(f) the City will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, calculated on the average of the three highest, consecutive years, in accordance with Government Code Section 7522.32.
 - 2. Member Contribution: Non-safety employees in Tier Two Pension shall pay member contributions to the Public Employees' Retirement System in the amount required by the Public Employee Pension Reform Act (PEPRA), which amount is at least one-half of the total normal costs within the meaning of PEPRA.

- C. Survivor Benefits: The City shall provide the Third Level of 1959 Survivor's Benefit for Non-Safety Tier One and Tier Two employees, a benefit for survivors of the employee who is actively employed at the time of death.

17.2 Retiree Health

- A. Employees, who retire under service retirement as regulated by the Public

Employees' Retirement System, will receive medical coverage as specified by this section.

- B. In addition to payment of the minimum monthly employer contribution as determined by CalPERS, established at \$133 per month as of 2018, to qualified annuitants as set forth in Article 13.1(a), the City will provide a monthly supplemental allowance to a Health Reimbursement Account (HRA) to qualifying employees hired before July 1, 2014 and who retire under service retirement from the City as regulated by the Public Employees Retirement System. An employee who retires under a disability retirement is not eligible to receive the monthly supplemental allowance. The City's contribution of a monthly allowance to the HRA is based upon an employee's number of years of service and retirement from the City, as follows:

1. Retirees Hired Before July 1, 2014 Who Are Qualified Annuitants As Defined by CalPERS:

On behalf of a retiree hired by the City before July 1, 2014 who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, two-party health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's HRA in the amount of two hundred and twenty dollars (\$220) minus the minimum employer contribution required by PEMHCA (\$133 in 2018). For 2018, this amount equals eighty-seven dollars (\$87) per month.

On behalf of a retiree hired by the City before July 1, 2014 who constitutes a qualified annuitant as defined by CalPERS, retires directly (within one hundred twenty (120) days) following separation from City service, and who is enrolled in City-provided, family health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's Health Reimbursement Account in the amount of two hundred and eighty-five dollars (\$285) minus the minimum employer contribution required by PEMHCA (\$133 in 2018). For 2018, this amount equals one hundred fifty-two dollars (\$152) per month.

In addition, the City shall pay the following to qualified annuitants:

2. Retirees Hired Before July 1, 2014 With Fifteen (15) or More Years of City Service Immediately Prior to Retirement:

On behalf of a qualifying retiree hired by the City before July 1, 2014 who completes fifteen (15) or more consecutive years of service with the City

of San Pablo and retires directly (within one hundred twenty (120) days) following separation from City service, the City shall contribute a monthly supplemental allowance to the retiree's HRA in the amount of one hundred and thirty-five dollars (\$135), from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five (65), receives health insurance coverage from another source, or dies, whichever comes first.

3. Retirees Hired Before July 1, 2014 With Twenty-Five (25) or More Years of City Service Immediately Prior to Retirement:

On behalf of a qualifying retiree hired by the City before July 1, 2014 who completes twenty-five (25) or more consecutive years of service with the City of San Pablo and retires directly (within one hundred twenty (120) days) following separation from City service, and who enrolls in employee plus one or employee plus family City health insurance coverage, the City shall contribute a monthly supplemental allowance to the retiree's HRA in the amount of four hundred eighty dollars (\$480) minus the PEMHCA minimum employer contribution to CalPERS, from the date of retirement and until such time the retiree becomes eligible for Medicare, turns the age of sixty-five (65), receives health insurance coverage from another source, or dies, whichever comes first. This payment is in lieu of the one hundred and thirty-five dollar (\$135) payment described in subsection 17.2(B)(2) above entitled "Retirees Hired Before July 1, 2014 With Fifteen (15) or More Years of City Service Immediately Prior to Retirement."

In the event that the retired employee with twenty-five (25) or more consecutive years of service prior to retirement from the City enrolls in one-party City health insurance coverage, the account shall be reduced to the amount provided for retirees with fifteen (15) consecutive years of service prior to retirement from the City; the allowance shall be reduced to one hundred thirty-five dollars (\$135). It shall be the responsibility of the retiree to notify the City for any marital or dependent status change (e.g. death of a spouse, divorce, legal separation, etc.) The City reserves the right to collect the amount over and above the one hundred thirty-five dollars (\$135) issued to the retiree, due to failure on the part of the retiree to notify the City regarding the change in marital or dependent status. The City shall collect said amounts under the normal collection process which may include utilization of a collection agency and/or Small Claims Court, or any legal or administrative remedy.

The City shall pay the Monthly Supplemental Allowance based on fifteen (15) and twenty-five (25) years of service (described in subsection (2) and (3)) to the HRA for the retiree until any of the following conditions occur,

at which point the City's Monthly Supplemental Allowance contributions shall cease:

- a. retiree receives medical coverage from another source (e.g. other employment, spouse), or
- b. retiree is eligible for participation in the Medicare Program, or
- c. retiree reaches the age of sixty-five (65), or
- d. retiree dies.

The City's obligation to pay the monthly supplemental allowance is conditioned upon a signed declaration under penalty of perjury, by the retiree and/or spouse or registered domestic partner on a form provided by the City once each year, that confirms the retiree's and/or spouse or registered domestic partner is not enrolled in medical or health insurance coverage or in-lieu payments from another source during that same time period.

To receive the monthly supplemental allowance for the calendar year of retirement, the retiree must file an initial eligibility form with the City at the time and in the manner prescribed by the City. For each subsequent calendar year, the retiree must file an eligibility form with the City by November 30th of the preceding year or at a later date prescribed by the City. City will terminate the monthly supplemental allowance until such time the declaration is received. The supplemental allowance shall resume on a prorated basis upon receipt of the required declaration. No retroactive payments shall be made.

Should retiree lose coverage from the other source (employment, spouse), the monthly supplemental allowance will resume upon receipt of the required declaration, and will continue only until any of the above listed events (a-d) occur.

The Monthly Supplemental Allowance is subject to applicable Federal and State Income Tax regulations.

Definition of "consecutive" shall mean time served with the City regardless of an approved break in service.

Both parties agree that should this benefit be inconsistent with CalPERS regulations, the City and the Union will meet and confer regarding required changes. Following such meet and confer process and agreement from the Association, appropriate changes to the Memorandum of Understanding (MOU) may be implemented.

ARTICLE 18. VACATION LEAVE

18.1 Accrual

All regular full-time employees represented by the bargaining unit shall earn Vacation Leave with pay on a monthly basis, in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Hours per Pay Period (based on 24 pay periods per year)</u>	<u>Number of Vacation Hours per Year</u>
1 day – 3 years	3.125	75
3 years and 1 day - 10 years	4.687	112.50
10 years and 1 day – 15 years	6.25	150
15 years and 1 day – 16 years	6.562	157.5
16 years and 1 day – 17 years	6.875	165
17 years and 1 day – 18 years	7.187	172.5
18 years and 1 day – 19 years	7.5	180
19 years and 1 day – 20 years	7.812	187.5
20 years and 1 day – 21 years	8.125	195
21 years and 1 day – 22 years	8.437	202.50
22 years and 1 day – 23 years	8.75	210
23 years and 1 day – 24 years	9.062	217.5
24 years and 1 day +	9.375	225

Employees who are authorized to work on a reduced work schedule shall accrue vacation leave in the amount proportionate to the ratio of scheduled work hours of the standard workweek.

While vacation time accrues from the first full calendar month of full-time employment, employees shall be required to have served the equivalent of six (6) months of continuous service in the City in order to be eligible to use annual vacation leave; provided, however, if a regular employee separates from employment with the City before completion of six (6) months of service, the employee or his/her estate will receive pay for earned vacation leave. The Division Manager or Department Head may

grant an exception to the minimum six (6) months of service required for vacation eligibility.

Employees shall be permitted to accrue (carry over) up to a maximum of vacation hours that can be accrued in two (2) years based on the employee's years of service as described in the chart above. Thereafter, employees who reach the maximum vacation accrual and maintain said accrual shall no longer accrue vacation until accrual is below the maximum balance of vacation hours that can be accrued in two (2) years based on the employee's years of service.

18.2 Use of Vacation

Each Department head or Division Manager may post a vacation sign-up sheet by February 1st of each year, and employees may indicate thereon their desired vacation periods in increments of not less than one (1) workweek. If a vacation sign-up system is used by the Department, the following procedures shall apply:

- A. The vacation sign-up sheet shall cover the period March 1st through February 28th.
- B. The Department Head or Division Manager shall remove the posted sign-up sheet on the last day of February.
- C. The Department Head or Division Manager shall determine the number of employees, if any, who may be on vacation at any particular time, with due regard for the wishes of the employee(s) and particular regard for the needs of the service.
- D. The Department Head or Division Manager will post a list of approved vacations by March 31st.
- E. Conflicts in desired vacation periods for which an employee has indicated on the sign-up sheet, which can be approved by the Department Head or Division Manager, shall be resolved in favor of the more senior employee based on seniority within the job classification and time served in any higher classification.
- F. Employees wishing to utilize accrued vacation in increments of less than one (1) work week, or in increments not indicated on the vacation sign-up sheet, must request such leave at least one (1) calendar week in advance of the time desired, except the Department Head or Division Manager may grant vacation leave on shorter notice at the Department Head's option and if the employee requests it; such vacation leave is granted on a first-come, first-served basis.
- G. The Department Head or Division Manager will approve or deny such vacation requests as soon as possible; provided, however, that if an employee requests vacation sixty (60) or more days in advance, the Department Head or Division Manager will approve or deny the request within fourteen (14) days.
- H. Except in the event of a bona-fide emergency, vacation approval will not be rescinded.

Should the City deny a requested vacation leave and such denial will result in the employee reaching the maximum accrual cap, the City will cash out the denied amount of vacation.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation shall be extended accordingly.

Employees desiring vacation leave must request such leave at least one (1) calendar week in advance of the time desired, except that department heads may grant vacation leave on shorter notice at their option and if the employee requests it.

An employee who becomes ill or injured during his/her vacation may request that the time be deducted from his/her earned sick leave and the vacation period be re-scheduled at a later date, or be extended.

18.3 Vacation Cash Out

Employees hired before July 1, 2017, with a minimum vacation accrual balance of one hundred fifty (150) hours may elect to convert between one (1) work day and one (1) work week (in accordance with the employee's assigned work schedule) of accrued, unused vacation leave to cash.

Employees hired on or after July 1, 2017 with a minimum of ten (10) years of service with the City of San Pablo, and with a minimum vacation accrual balance of one hundred fifty (150) hours, may elect to convert between one (1) work day and one (1) work week (in accordance with the employee's assigned work schedule) of accrued, unused vacation leave to cash.

Conversion shall be subject to an employee's irrevocable election, in December of the year prior to the cash-out, of hours to be accrued in the following year. In compliance with IRS code, employees must choose by the last business day of each year to elect or opt out of pay in lieu of vacation time off for the following year by using the Request for Pay in Lieu of Vacation Leave form. Payment of converted hours shall occur in the first pay period of the following fiscal year. Employees who did not elect pay in lieu of vacation time off by the last business day of the prior year will not be able to cash out any vacation in the following calendar year. All vacation cash outs will be taxed at the supplemental tax rate in accordance with IRS code.

If insufficient vacation hours exist to meet the annual pay in lieu election, only the remaining available elected vacation hours will be paid out.

ARTICLE 19. SICK LEAVE

19.1 Accrual

Sick leave with pay shall be accrued at the rate of seven and one-half (7.5) hours per each calendar month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only for the purposes listed below.

Unused sick leave shall be accumulated at rate of up to ninety (90) hours a year, without a cap on accrual.

19.2 Usage

Each regular, full-time employee shall be allowed to use accrued sick leave with pay for the following reasons:

- A. Absence from duty due to exposure to a contagious disease where a doctor requires quarantine;
- B. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling
- C. For an employee who is a victim of domestic violence, sexual assault, or stalking to: a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or b) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

An employee may use up to three (3) Sick Leave days per fiscal year to care for a non-immediate family member with an existing health condition who requires care from the employee, or as bereavement leave for a non-immediate family member.

The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan will not give any employee the right to be retained in the service of the City or any right of claim to sickness disability benefits after separation from the services of the City, and shall have no cash value at separation.

When an employee receives compensation under the Workers' Compensation Act of California, such compensation received shall be considered part of the salary to be paid to an employee under the provisions of this Article. The amount paid by the City shall be the difference between the amount received from the Workers' Compensation Carrier and the employee's regular rate of pay.

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable, If the employee is required to be absent on sick leave for more than one (1) day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave.

Sick leave is provided as a form of insurance to protect the employee during times of illness or injury. It is not intended as a form of leave with pay to be used for personal or recreational purposes.

Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) work days' worth of sick leave, whichever is greater, that involves the illness of the employee or family member. Employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

The City may require that an employee undergo a medical examination by a physician chosen by the City after an absence of twenty-four (24) hours, or three (3) work days, whichever is greater, to determine an employee's fitness for work after an absence from work due to a non-job related injury or illness. In the case of absence due to a contagious disease, the employee will be required to present a medical release before s/he may return to work.

Upon depletion of accumulated sick leave an employee may request leave of absence without any pay for a period not to exceed ninety (90) calendar days, subject to the approval of the City Manager. If the employee is unable to return to work at the end of this period, s/he may request further unpaid leave, which will be subject to the approval of the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return to work no later than every thirty (30) days.

If further leave is not requested, nor granted after a request, the employee's continued absence from service with the City may be subject to discipline up to and including dismissal.

Time off for employee illness shall be charged to sick leave and not to vacation or compensatory time off, unless and until all available sick leave has been exhausted.

ARTICLE 20. HOLIDAYS

The following guaranteed holidays shall be observed by the City:

January 1st - New Year's Day

Third Monday in January - Martin Luther King's Birthday

3rd Monday in February - President's Day
Last Monday in May - Memorial Day
July 4th – Independence Day
1st Monday in September - Labor Day
2nd Monday in October - Columbus Day
November 11th - Veteran's Day
4th Thursday in November - Thanksgiving Day
Day after Thanksgiving Day
The workday prior to Christmas Day (Christmas Eve Day)
December 25th - Christmas Day
The workday prior to New Year's Day (New Years' Eve Day)

The value of each holiday shall be seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8/75 work schedule. This is prorated for .80 FTE employees consistent with his/her regularly assigned work schedule.

Should an observed holiday fall on a Friday off, City offices will be closed on a Thursday. If a holiday falls on a schedule 10th day off for Public Works Maintenance Division employees and a Friday off for other members of the Union, the employee may take either the day before or the next scheduled work day, so long as it falls within the same pay period, and subject to Department Head or Division Manager's approval. If an employee is scheduled to work on a City-planned event or to attend a work-related activity or training on a scheduled 10th day off or Friday off as designated above, the day off may be taken on a different day other than that day, so long as leave is taken within the same pay period and upon the Department Head or Division Manager's approval. Fridays off cannot be accumulated to have several consecutive days off at one time.

City offices are closed for business approximately during the Christmas week. The holiday closure schedule will be provided to employees by October 1st for the following calendar year. During the closure, employees will be required to use their vacation leave and other leave balances except sick leave. An employee may use their sick leave balances only in accordance with Article 19.2.

In honor of Cesar Chavez, one Floating Holiday of seven and one half (7.5) hours for employees assigned to a 10/75 work schedule, eight and one third (8.33) hours for employees assigned to a 9/75 work schedule, and 9.375 for employees assigned to an 8/75 work schedule 8.33 hours shall be credited on July 1st.

New employees shall be credited a prorated amount of Floating Holiday hours based on hire date as follows:

<u>HIRE DATE</u>	<u>HOURS CREDITED</u>		
	<u>10/75</u>	<u>9/75</u>	<u>8/75</u>
July 1 through Sept 30	7.5/6	8.33/6.664	9.375/7.5
Oct 1 through Dec 31	4.95/3.96	5.55/4.44	6.24/4.992
Jan 1 through Mar 31	2.5/2	2.78/2.224	3.12/2.496
April 1 through June 30	0	0	0

Employees who are authorized to work on a reduced work schedule (.80 FTE) receive a prorated floating holiday, credited to accumulated vacation time, on July 1st as shown in bold above.

ARTICLE 21. BEREAVEMENT LEAVE

Upon death of an immediate family member (spouse or registered domestic partner and children/stepchildren, (including foster children, legal wards, or children to whom the employee stands in loco parentis, regardless of age or dependency status), including parents/, stepparents (including a foster parent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), brothers, sisters, grandparents, mother/father in law, and grandchildren); bereavement leave shall be granted with pay for a period not to exceed one full workweek (as per employees regular work schedule). The employee shall inform the City of the name and relationship of the person who died.

ARTICLE 22. LEAVES OF ABSENCE

22.1 Vacation, Floating Holiday, Sick Days

Each vacation day, floating holiday, or sick day is to be recorded on the time sheets as 7.5 (employees assigned to a 5-day workweek schedule), 8.33 (employees assigned to a 9/75 schedule) and 9.375 hours (employees assigned to an 8/75 schedule). An employee will continue to accrue vacation day at their current rate based upon their years of service to the city. An employee will continue to accrue sick days at 7.5 hours per month. A floating holiday will accrue consistent with the employee's regular work schedule. See Section 20.

22.2 Public Works Maintenance Division Employees

If an employee assigned to a 9/75 work schedule takes a one-week vacation during the week he/she is scheduled to work five (5) consecutive days, his/her vacation hours will be recorded as five (5) days at 8.33 per day or 41.66 hours.

If an employee assigned to a 9/75 work schedule takes a one-week vacation during the week he/she is scheduled to work 4 consecutive days, his/her vacation hours will be recorded as 4 days at 8.33 per day or 33.34 hours.

For long term illnesses, the use of sick days is recorded as summarized under vacation days above.

ARTICLE 23. FAMILY CARE AND PREGNANCY LEAVE

The City will adhere to the provisions of the Family Medical Leave Act of 1993 (FMLA); California Family Rights Act (CFRA); and California Pregnancy Disability Leave (PDL) provided under the Fair Employment and Housing Act.

ARTICLE 24. SAFETY PROGRAM, BOOTS AND UNIFORMS

24.1 Safety

The City shall be responsible for safety conditions and shall conform to and comply with all health, safety and sanitation requirements of State and Federal Law.

The City agrees to the formation of a Safety Committee which will be called the "Safety Committee." The committee will consist of management appointees or their designees and two (2) members from the bargaining unit and a representative from OE3. The committee will meet quarterly for the purpose of discussing all issues regarding safety.

24.2 Uniforms and Safety Boots

The City shall furnish required safety equipment and employees must cooperate in maintaining equipment in good condition and observing all required safety precautions.

The City shall furnish to Maintenance Workers I, II, III, Senior Maintenance Workers and Building Inspectors the following items:

- two (2) pairs of safety work boots and two pairs of insoles costing up to a maximum of \$500 for both pairs of shoes and insoles,
- two (2) work jackets with City patches,
- one (1) safety vest,
- one (1) pair of coveralls
- one (1) cool weather vest

- two (2) belts,
- one (1) set of rain gear,
- five (5) sets of uniforms for Public Works employees
- five (5) pairs of reflective mesh t-shirts with City logo.

The Engineering Aide, Engineering Tech, and Senior Public Works Inspector shall receive:

- one (1) set of rain gear,
- one (1) jacket, and
- one (1) pair of safety boots and one pair of insoles costing up to a maximum of two-hundred fifty dollars (\$250).

The Paratransit Driver shall receive:

- three (3) shirts
- one (1) safety vest, and
- one (1) jacket

Maintenance of the uniforms shall be the responsibility of each individual employee.

Rain gear shall be provided as needed based on the determination of a supervisor, upon surrender of old rain gear.

The City will report to CalPERS the monetary value for provision of all classic employees' City-provided uniforms as described above, excluding the cost of safety boots and other safety gear, on a semi-monthly basis. The uniform amount reported to CalPERS will be derived from the City's total calendar year cost for providing the employee's uniforms, not to exceed TBD per fiscal year, per employee. The monetary value of uniforms shall not be reported to CalPERS for employees who are "new members" as defined by Government Code Section 7522.02(f).

The City agrees to provide all maintenance personnel with disposable coveralls.

The City agrees to provide all maintenance personnel with a shower facility.

ARTICLE 25. EDUCATIONAL INCENTIVE PROGRAM

25.1 Purpose

To set guidelines for the administration of the City's Employee Training and Career Education Program, applicable to employees represented by the Union.

25.2 General Policy

An employee may, on his or her own initiative, spend time at an independent school or college after work hours for the purpose of furthering his or her education. To the extent such educational courses entered into are beneficial to City job-enhancement, and any Degree or Certificate is subject to City Manager approval, the employee may be eligible for tuition reimbursement as described below. The employee must have successfully completed their probation, to be eligible in this program.

The course or degree shall be conducted by a school accredited by the nationally recognized accrediting agencies published by the Secretary of Education (U.S. Department of Education www.ed.gov). Certificate programs are not required to be accredited by the Department of Education, but are subject to City Manager approval and are required to enhance City job related skills.

Conditional to the above, the City will, while an employee attends classes, pay tuition, special fees, books, and supplies with a limit of five thousand two hundred fifty (\$5,250) dollars per calendar year, the maximum tax free education reimbursement amount allowed by Internal Revenue Code Section 127.

The employee must receive a final letter grade of "B" or better (a grade of "B-" will not qualify for reimbursement), with grade documentation provided to the City by employee within sixty (60) days of the semester (quarter) end, in order to receive reimbursement. Such reimbursement shall not be made until, and shall be conditioned on the employee's satisfactory completion of the coursework. The employee must submit final grades and approved paperwork by December 10th in order to receive reimbursement by December 31st.

The tuition reimbursement benefit shall terminate at such time as the employee is no longer actively performing service for the City, even where the employee has completed partial or full coursework during the period of City employment.

ARTICLE 26. BENEFITS UPON TERMINATION

Upon termination from employment, employees shall be paid for unused, accrued vacation. Accrual of salary and benefits paid to an employee shall cease upon termination of employment, excepting that if an employee is placed on lay-off, he/she shall receive an amount equal to three (3) months of his/her regular salary, as Severance Pay, on the next regularly scheduled payday following the last day of actual work, and the City shall pay its contribution toward medical and dental insurance specified in Article 13.1 of this MOU for a period of three (3) months following the date of the employee's lay-off.

ARTICLE 27. PERSONNEL FILES

27.1 Access to Files

All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the City when actually necessary in the proper administration of the City's affairs or the supervision of the employee when deemed necessary by the Personnel Administrator.

27.2 Maintenance of Files

The personnel file of each employee shall be maintained at the City's Personnel Division Office.

27.3 Examination of Files

A current employee, former employee, or the employee's Union representative (on presentation of written authorization from the employee whose file is to be reviewed) upon request shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.

In no case shall unsubstantiated derogatory material be placed in the Personnel file. An employee shall receive notice and a copy of any derogatory material placed in his/her file within five (5) days of receipt of such material by the appropriate Division Manager or Department Head. The employee may then review and submit comments regarding the derogatory material in his/her file but must do so within fifteen (15) workdays of receipt of his/her copy. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.

ARTICLE 28. PERFORMANCE EVALUATION

28.1 Notice

The Personnel Officer shall notify departments once a year of the evaluation schedule. Such evaluation schedule shall also be updated whenever a new full time employee is hired. Departments wishing to avoid a single review time for all permanent employees may submit for approval an approved schedule for changing anniversary dates to result in review of half of the employees every six (6) months. A merit increase shall be retroactive if an evaluation is prepared after the employee's anniversary date, contingent upon the evaluation being satisfactory.

Should management fail to conduct an evaluation within three (3) months of an employee's anniversary, any step increase due shall be automatic and retroactive to the employee's anniversary date.

ARTICLE 29. DRESS CODE

Employees should wear business attire that is neat, clean, in good repair, and is appropriate to the work setting and the employee's function with the City.

Specifically prohibited are: ripped, torn or faded clothing; clothing designed specifically for sporting activities (such as sweats, shorts, swimsuits, tennis outfits, running or tennis shoes, et.); sleepwear (such as pajama bottoms); clothing more appropriate for evening or leisure wear (such as miniskirts, low-cut, tank or halter tops, backless dresses, sheer clothing, etc.); and flip-flops. Only field personnel may wear running or tennis shoes, except by approval of the Department Head, unless such employees are required to wear safety footwear.

Any problems a department head may have with an employee's attire shall be discussed informally with the employee, it being the intent of the City that employees performing similar work should be attired in a similar fashion. Continued and repeated problems may result in discipline appropriate to the situation.

Any disagreement an employee may have regarding a supervisor's comment concerning the employee's attire may be brought to the attention of the Personnel Division for resolution.

ARTICLE 30. NO DISCRIMINATION

30.1 The Union and the City agree that there shall be no discrimination of any kind by them against any employee on account of race, color, religion, age (to the extent prohibited by applicable state and federal law), sex or national origin.

Complaints based on this Article 30 (No Discrimination), subsection A, shall be handled through the City's harassment/discrimination/retaliation complaint procedure and shall not be subject to the City's grievance procedure.

30.2 Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against employees covered by this Agreement because of the exercise of rights to engage in or not engage in Union activity. Grievances alleging discrimination on account of Union activity shall be initiated at the Department Head level.

ARTICLE 31. GRIEVANCE PROCEDURE

A. Definition: A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding.

B. General Procedures:

1. Employee Representation: At any time in the Grievance procedure, the employee concerned may choose to represent him or herself, or may choose to be represented by the recognized Employee Organization to which that employee's classification is assigned, or by legal counsel.
2. If a group of employees or the Union is directly involved with an issue, they may, at any time in the Grievance Procedure, name one employee to represent the group as a whole.
3. The employee(s) shall have the right to be personally present at all stages of the Grievance Procedure, unless such employee(s) waive(s) such right.
4. Time or Step Waivers: Any time limit or step specified in this section may be waived upon consent of all parties involved.

C. Grievance Steps

When any employee or group of employees may have a grievance, the following procedures shall apply to resolve such grievance:

1. Step 1 - Supervisor. The complainant(s) shall first discuss the grievance with the immediate supervisor concerned with a view to adjusting the matter satisfactorily. Should the employee(s) fail to bring the grievance to the attention of their supervisor within fifteen (15) calendar days of the date of the action or incident causing the complaint, it shall be considered a waiver by the employee of the right to submit the complaint. If the matter is one which can be adjusted by the immediate supervisor to the satisfaction of the employee(s), this shall terminate the grievance.
2. Step 2 - Department Head. If the matter, as specified in the paragraph above, cannot be adjusted by the immediate supervisor with a mutually satisfactory solution, then within seven (7) calendar days of the discussion with the supervisor, the employee(s) may submit the grievance in writing to the Department Head for consideration. Failure to take action within the required time period shall terminate the grievance.

The Department Head shall promptly investigate the grievance facts and issues, shall confer with the complainant(s) and other interested parties in order to reach a solution to the grievance. If the grievance concerns matter which cannot be handled by the Department Head, he/she shall advise the complainant(s) in writing within seven (7) calendar days of receipt of the complaint, notifying the complainant(s) of the department action or decision.

3. Step 3 - City Manager. If the complainant(s) is dissatisfied with the Department Head's decision or the Department Head finds the matter to be outside the scope of his or her authority, the complainant(s) may, within seven (7) calendar days of receiving the Department Head's decision, forward said grievance, in writing, to

the City Manager or his/her designated representative. Failure to take this action within the required time period shall constitute termination of the grievance.

The City Manager, or the designated representative, shall investigate the facts and issues of the grievance, and shall confer with appropriate persons in order to find a solution to the grievance. The City Manager or the designated representative shall render a decision in writing to the complainant(s) within fourteen (14) calendar days of receipt of the grievance statement. If further time is needed to investigate the complaint the City Manager may do so with the concurrence of the employee.

4. Step 4 - Appeal. Following exhaustion of all preliminary and informal procedures, and if the employee(s) is(are) dissatisfied with the written decision or action of the City Manager or designated representative, the complainant(s) may, within ten (10) calendar days of service of the City's written decision, submit a written request to the City Manager for a Hearing. If such appeal is filed, the appeal should state the reason(s) therefor and a statement of the issue. Failure to take this action within the required time period shall constitute termination of the grievance.

- a. Hearing Date And Notice

If a request for a Hearing is received, the Personnel Officer shall schedule a hearing time and date to be held within sixty (60) work days after such request for a hearing was received. Written notice of the time, date and place of the Hearing shall be furnished to the complainant(s), to the representatives of the complainant(s), and to other interested officers and persons. The hearing date may be continued by the Personnel Officer or Hearing Officer for good cause.

- b. Hearing Procedures

The appeal hearing shall be held before a neutral, third party hearing officer appointed by the City Manager. Such hearing officer shall not be an employee or official of the City, and shall have prior experience as a hearing officer or with a public agency. The hearing officer shall be chosen, in the City Manager's discretion, from a list established by the City Manager of potential hearing officers in disciplinary or grievance matters. Where the City chooses the hearing officer from such list, the City will pay the entire cost of the hearing officer and any daily court reporter fees. Alternatively, at the employee's option, a hearing officer will be appointed by mutual agreement or striking of names, in which case the parties will share equally in the costs of the hearing officer and court reporter. For this option, the City shall request from the State Mediation and Conciliation Service, or similar entity, a list of five (5) arbitrators qualified to hear the dispute. The parties shall select one individual from

the list by the alternate strike method. Whichever process is used, each party will be responsible for ordering and paying for transcripts of the hearing if so desired.

Failure of the appellant to exercise his or her option to participate in the selection of the hearing officer shall constitute a waiver of the employee's right to object to the method of selection of the hearing officer on due process grounds.

Complainant(s) Present. Unless incapacitated, the complainant(s) shall be personally present at the Hearing, along with any representatives selected. In the event that the complainant(s) and/or representatives shall choose not to appear in person at the Hearing, it shall constitute a waiver of his/her right to any hearing or future hearings as the case may be, and the grievance or appeal shall be dismissed. If the complainant(s) submits in writing to the Hearing Officer within four (4) hours before the hearing time and stating an acceptable reason for his/her absence, the Hearing Officer, at its discretion, may set a new time and place for the Hearing.

Conduct of Hearings. The hearing shall be conducted in accordance with Section 12.07.3 and 12.07.4 of the City's Personnel Rules.

c. Findings And Conclusions

The decision of the Hearing Officer is advisory only. The Hearing Officer shall cause findings and recommendations to be prepared in writing and shall certify the same. Such findings shall be filed as a permanent record by the Personnel Officer. The Personnel Officer shall deliver a copy of the findings and recommendations to the City Manager, the complainant(s) and the complainant(s) representative.

d. City Manager's Decision

Following receipt of the grievance findings and recommendations, the City Manager shall review such findings and may then affirm, revoke or modify the recommendations. The City Manager's decision shall be in writing and shall be final.

The City Manager shall deliver a copy of such decision to the complainant(s), and the complainant's representative.

ARTICLE 32. DISTRIBUTION OF MEMORANDUM

The City agrees to duplicate and distribute this Memorandum of Understanding to OE3 members covered by this Agreement.

ARTICLE 33. PEACEFUL PERFORMANCE CLAUSE

During the term of this Memorandum of Understanding, the City agrees that it will not lock out employees and Union agrees that it will not engage in, encourage or approve any strike, sympathy strike, slow-down or other work stoppage. The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Memorandum of Understanding, recognizing with the City that all matters of controversy within the scope of this Memorandum of Understanding shall be settled by established Grievance Procedures.

If there is a strike, slow-down or work stoppage the employees who engage in such activity shall be subject to discipline up to and including discharge. The City may seek such remedies as are available under the law.

It is expressly understood that the Peaceful Performance Clause shall remain in effect until the end of the contract period or until negotiations are re-opened and through the meet and confer process, until legally mandated impasse procedures are concluded.

ARTICLE 34. TERM OF AGREEMENT

This Agreement shall remain in full effect from July 1, 2017 to June 30, 2021.

ARTICLE 35. SIGNATURES

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding.

This document contains the Agreement between the City of San Pablo (hereinafter called "City") and Operating Engineers Local 3 (hereinafter called "Union") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the City and the Union.

The MOU shall supersede all other Memoranda of Understanding and agreements between the parties. The parties agree that any and all Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

FOR THE CITY

FOR THE UNION



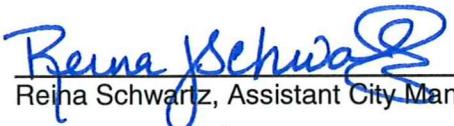
Matt Rodriguez, City Manager

Date: 3/12/19



Felix Mario Huerta Jr., Business Agent

Date: 2/28/2019



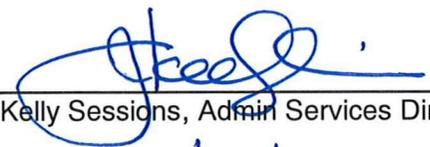
Reina Schwartz, Assistant City Manager

Date: 3/12/2019



Mayra Corleto

Date: 2/28/2019



Kelly Sessions, Admin Services Director

Date: 3/12/2019



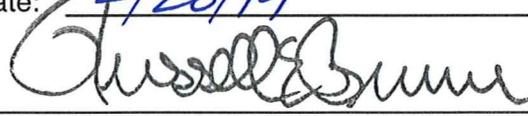
Michael Lichtle

Date: 2/28/2019



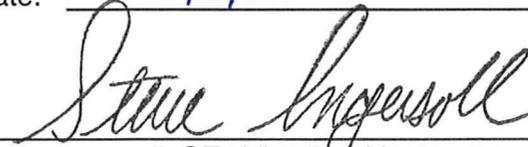
Nicholas Kirton

Date: 2/28/19



Russell Burns, OE3 Business Manager

Date: 3/8/2019



Steve Ingersoll, OE3 Vice President

Date: 3/8/2019



Tim Neep, OE3 Public Employee Division Director

Date: 3/8/2019

City of San Pablo

OPERATING ENGINEERS LOCAL UNION, NO. 3

Effective March 1, 2019

	Step A	Hrly Rate	Step B	Hrly Rate	Step C	Hrly Rate	Step D	Hrly Rate	Step E	Hrly Rate
Administrative Clerk I	3,671	22.59	3,854	23.72	4,047	24.90	4,249	26.15	4,462	27.46
Administrative Clerk II	4,059	24.98	4,262	26.23	4,475	27.54	4,699	28.91	4,934	30.36
Administrative Secretary	5,099	31.38	5,354	32.95	5,622	34.59	5,903	36.32	6,198	38.14
Building Inspector	6,258	38.51	6,571	40.44	6,899	42.46	7,244	44.58	7,606	46.81
Engineering Aide	4,616	28.41	4,847	29.83	5,089	31.32	5,343	32.88	5,611	34.53
Engineering Technician	5,988	36.85	6,287	38.69	6,602	40.63	6,932	42.66	7,278	44.79
Fiscal Clerk I	4,223	25.99	4,435	27.29	4,656	28.65	4,889	30.09	5,134	31.59
Fiscal Clerk II (Non-Confidential)	4,646	28.59	4,878	30.02	5,122	31.52	5,378	33.10	5,647	34.75
Maintenance Worker I	4,410	27.14	4,631	28.50	4,862	29.92	5,105	31.42	5,361	32.99
Maintenance Worker II	4,851	29.85	5,094	31.35	5,348	32.91	5,616	34.56	5,897	36.29
Paratransit Driver	3,015	18.56	3,166	19.48	3,324	20.46	3,491	21.48	3,665	22.55
Permit Technician I	4,892	30.10	5,137	31.61	5,393	33.19	5,663	34.85	5,946	36.59
Permit Technician II	5,381	33.12	5,650	34.77	5,933	36.51	6,229	38.33	6,541	40.25
Planning Aide	4,616	28.41	4,847	29.83	5,089	31.32	5,343	32.88	5,611	34.53
Public Works Inspector	6,422	39.52	6,743	41.50	7,081	43.57	7,435	45.75	7,806	48.04
Sr. Administrative Clerk	4,655	28.64	4,887	30.08	5,132	31.58	5,388	33.16	5,658	34.82
Sr Center Svcs Aide - Soc Services	3,633	22.35	3,814	23.47	4,005	24.65	4,205	25.88	4,415	27.17
Sr Center Svcs Aide - Transportation	3,633	22.35	3,814	23.47	4,005	24.65	4,205	25.88	4,415	27.17
Sr. Maintenance Worker	5,349	32.92	5,617	34.57	5,898	36.29	6,193	38.11	6,502	40.01
Sr. Permit Technician	5,652	34.78	5,935	36.52	6,231	38.35	6,543	40.26	6,870	42.28
Sr. Public Works Inspector	6,880	42.34	7,224	44.46	7,585	46.68	7,965	49.01	8,363	51.46