

**RESOLUTION 2023-64**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE  
APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PINOLE AND THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCAL 512 FOR THE  
PERIOD OF JULY 1, 2023 – JUNE 30, 2025**

**WHEREAS**, the Memorandum of Understanding between the City of Pinole and the American Federation of State, County, and Municipal Employees (AFSCME) Union Local 512 expired on June 30, 2023; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of AFSCME Local 512 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and AFSCME Local 512 first met to commence negotiations on March 21, 2023, and reached a Total Tentative Agreement for a successor Memorandum of Understanding on July 20, 2023, and

**WHEREAS**, the City agreed to retroactivity of the economic changes to the Memorandum of Understanding effective the first full pay period following June 30, 2023; and

**WHEREAS**, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2023 – June 30, 2025, was ratified by the membership of AFSCME Local 512 on August 1, 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and AFSCME Local 512 for the period of July 1, 2023 – June 30, 2025, as provided in Exhibit A, herein incorporated by reference.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on August 15, 2023 the by the following vote:

AYES:	COUNCILMEMBERS:	<b>Martínez-Rubin, Murphy, Sasai, Tave, Toms</b>
NOES:	COUNCILMEMBERS:	<b>None</b>
ABSENT:	COUNCILMEMBERS:	<b>None</b>
ABSTAIN:	COUNCILMEMBERS:	<b>None</b>

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 15<sup>th</sup> day of August, 2023.



Heather Bell, CMC

---



# MEMORANDUM OF UNDERSTANDING



**AFSCME**  
Between the City of Pinole and the  
Professional and Technical Employees  
Represented by AFSCME Local 512

JULY 1, 2023 TO JUNE 30, 2025

City of Pinole and AFSCME Local 512  
Memorandum of Understanding

Table of Contents

---

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE I. DEFINITIONS</b> .....	<b>1</b>
<b>ARTICLE II. RECOGNITION</b> .....	<b>2</b>
2.1 Job Classifications in the Unit.....	2
<b>ARTICLE III. MANAGEMENT RIGHTS</b> .....	<b>2</b>
3.1 Management Rights Defined.....	3
<b>ARTICLE IV. DUES DEDUCTION</b> .....	<b>4</b>
4.1 Amount/Authorization.....	4
4.2 Increases/Non-Pay Status.....	4
4.3 Hold Harmless.....	4
<b>ARTICLE V. UNION REPRESENTATIVES</b> .....	<b>5</b>
5.1 Union Representatives/Stewards Defined.....	5
5.2 Time Off for "Meet and Confer".....	5
5.3 "Meet and Confer" Committee.....	5
5.4 Notice to Supervisors.....	5
5.5 Release Time for Quarterly Meetings.....	5
<b>ARTICLE VI. SALARIES</b> .....	<b>5</b>
6.1 Cost of Living and Market Adjustments.....	5
6.2 Pay Plan.....	6
6.3 Longevity.....	6
6.4 Pro-rata Benefits.....	6
6.5 Job Descriptions.....	6
<b>ARTICLE VII. HOURS OF WORK AND OVERTIME</b> .....	<b>6</b>
7.1 Workweek Defined.....	6
7.2 Overtime Work Schedule.....	7
7.3 Overtime and Seniority.....	7
7.4 Regular Work Week-Amount of Overtime Earned.....	7
7.5 Alternative Work Week-Amount of Overtime Earned.....	7
7.6 Rate of Overtime/Compensatory Time.....	8
7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.....	8
7.8 Call Back and Overtime.....	8
7.9 Alternative Work Schedules/Flex Time.....	9
7.10 Court Appearance on Off Duty Hours.....	9
7.11 Meal Allotment.....	9
7.12 Rest Periods.....	10
<b>ARTICLE VIII. CAR ALLOWANCE</b> .....	<b>10</b>
8.1 Car Allowance.....	10

<b>ARTICLE IX. STANDBY PAY.....</b>	<b>10</b>
9.1 Employees Assigned.....	10
9.2 City Issued Mobile Communication Device Assignments.....	10
9.3 Standby Protocol.....	10
9.4 Standby Schedule Assignments.....	11
9.5 Rest Periods While on Standby.....	11
9.6 Amount of Standby Pay.....	11
<b>ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK</b>	<b>12</b>
10.1 Mileage Reimbursement-Portal to Portal.....	12
<b>ARTICLE XI. CITY ISSUED MOBILE COMMUNICATION DEVICE PAY-24/7</b>	<b>12</b>
<b>REQUIREMENTS.....</b>	<b>12</b>
11.1 Employees Assigned.....	12
11.2 Method of Assignment.....	12
11.3 Amount of City Issued Mobile Communication Device Pay	
24/7.....	12
11.4 Mileage Reimbursement While on 24/7 City Issued Mobile	
Communication Device Responsibility.....	13
<b>ARTICLE XII. ACTING IN HIGHER CLASSIFICATION.....</b>	<b>13</b>
12.1 Acting Pay Defined and Rate of Pay.....	13
<b>ARTICLE XIII. JURY DUTY LEAVE.....</b>	<b>13</b>
13.1 Jury Duty Leave.....	13
<b>ARTICLE XIV. SICK LEAVE.....</b>	<b>13</b>
14.1 Rate of Sick Leave Earned.....	13
14.2 Sick Leave Incentive.....	14
14.3 Use of Sick Leave for Family Care.....	14
14.4 Use of Sick Leave.....	14
14.5 Other Use of Sick Leave.....	14
<b>ARTICLE XV. HOLIDAYS.....</b>	<b>14</b>
15.1 Authorized Legal Holidays.....	15
15.2 List of Official Holidays.....	15
15.3 Holidays Falling on Saturday or Sunday.....	16
15.4 Holidays Falling on a Regularly Scheduled Day Off.....	16
15.5 Compensation for Hours Worked on a Holiday.....	16
<b>ARTICLE XVI. VACATION.....</b>	<b>16</b>
16.1 Vacation Schedule and Seniority.....	16
16.2 Vacation Sell Back.....	16
16.3 Rate of Vacation Earned.....	16
<b>ARTICLE XVII. MEDICAL INSURANCE.....</b>	<b>17</b>
17.1 Medical Insurance Provided.....	17
17.2 Retiree Medical Insurance.....	17
17.3 Medical In-Lieu.....	19
<b>ARTICLE XVIII. DENTAL INSURANCE.....</b>	<b>19</b>
18.1 Dental Insurance Provided.....	19
18.2 Orthodontic Insurance Provided.....	20

<b>ARTICLE XIX. VISION INSURANCE</b> .....	<b>20</b>
19.1 Vision Insurance Provided.....	20
<b>ARTICLE XX. LIFE INSURANCE</b> .....	<b>20</b>
20.1 Life Insurance Provided.....	20
20.2 Life Insurance Premium Rates.....	20
<b>ARTICLE XXI. DISABILITY INSURANCE</b> .....	<b>20</b>
21.1 Disability Insurance Provided.....	21
21.2 Disability Insurance Premium Rates.....	21
21.3 Disability Insurance Option for Upgrade.....	Error! Bookmark not defined.
<b>ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE</b> .....	<b>21</b>
22.1 Domestic Partnership and Coverage Defined.....	21
22.2 Medical, Dental, Vision Premium Rates.....	21
22.3 FLEXIBLE BENEFITS PLAN.....	21
<b>ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM</b> .....	<b>21</b>
23.1 Tuition Reimbursement Eligibility.....	21
<b>ARTICLE XXIV. INCENTIVE PAYS</b> .....	<b>22</b>
24.1 Educational Degree.....	22
24.2 Bilingual Pay.....	22
<b>ARTICLE XXV. RETIREMENT PLAN</b> .....	<b>23</b>
25.1 Retirement Plan Defined.....	23
25.2 Employee and Employer Contribution Rates.....	23
25.3 CalPERS Contract Benefits.....	23
<b>ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE</b> .....	<b>24</b>
26.1 Uniform Laundry Service.....	24
26.2 Safety Shoes.....	24
<b>ARTICLE XXVII. CERTIFICATION FEES</b> .....	<b>24</b>
27.1 Payment for Certificate Issuance and Renewals.....	24
27.2 Payment of Department Of Transportation License Fees.....	24
27.3 Payment of Above-Grade Certification for Wastewater Employees.....	24
<b>ARTICLE XXIX. BEREAVEMENT LEAVE</b> .....	<b>25</b>
29.1 Paid Bereavement Leave.....	25
29.2 Immediate Family Defined.....	25
<b>ARTICLE XXX. GRIEVANCE PROCEDURE</b> .....	<b>25</b>
30.1 Grievance Defined.....	25
30.2 Reflection for Use of Procedure.....	25
30.3 Grievance Procedure Defined.....	25
30.4 Grievance Process.....	26
30.5 Grievance Procedure.....	26
30.6 Employee Appeals Board.....	27
30.7 Non-Binding Confidential Mediation.....	28
30.8 Employee Appeals Board or Mediator Recommendation to City Manager.....	28

<b>ARTICLE XXXI. DISCIPLINARY ACTION.....</b>	<b>28</b>
31.1 Disciplinary Action .....	28
31.2 Causes for Disciplinary Action .....	29
31.3 Forms of Discipline .....	31
31.4 Authority of Disciplinary Action .....	31
31.5 Procedures for Written Reprimand .....	31
31.6 Notice of Intended Discipline .....	31
31.7 Notice of Discipline .....	32
31.8 Post-Disciplinary Appeal.....	32
31.9 Waiver of Steps or Time Limits.....	33
<b>ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS.....</b>	<b>34</b>
32.1 Layoff Policy .....	34
32.2 Notification .....	34
32.3 Order of Layoff.....	34
32.4 Vacancy, Demotion, Retreat, and Seniority.....	34
32.5 Reinstatement List.....	35
32.6 Reinstatement.....	35
32.7 Layoff of At-Will Employees.....	35
32.8 Reduction in Hours.....	36
<b>ARTICLE XXXIII. PROBATIONARY PERIOD.....</b>	<b>36</b>
33.1 Objective of the Probationary Period .....	36
33.2 Probationary Period .....	37
33.3 Promotional Probationary Period.....	37
<b>ARTICLE XXXIV. ....</b>	<b>37</b>
<b>UNION MEMBERSHIP, DUE DEDUCTION, AND NEW EMPLOYEE ORIENTATION</b>	<b>37</b>
.....	<b>37</b>
34.2 Annual AFSCME Local 512 Financial Reports Required.....	38
<b>ARTICLE XXXV. DURATION .....</b>	<b>40</b>
35.1 Term. ....	40
35.2 MOU "Meet and Confer" Obligations. ....	40
35.3 Notice of Termination. ....	40
35.4 Effective Date.....	40
35.5 Continuation of MOU in Light of Federal/State Law Changes...	40
<b>SIGNATURES.....</b>	<b>41</b>
<b>ATTACHMENT A. SALARY SCHEDULES .....</b>	<b>42</b>
<b>ATTACHMENT B. RESOLUTION .....</b>	<b>43</b>

The City of Pinole and representatives of AFSCME Local 512 acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the AFSCME Local 512 agree to present this Memorandum of Understanding to their membership for acceptance and approval.

## **PREAMBLE**

**WHEREAS**, on April 10, 2001, the City of Pinole received a request from the American Federation of State, County, and Municipal Employees (AFSCME)-Local 512 to be recognized as the exclusive representative for employer-employee bargaining purposes of a bargaining unit comprised of Professional and Technical employees of the City; and

**WHEREAS**, the City Council on January 15, 2002 approved Resolution Number 103-2002 which officially recognized AFSCME Local 512 as the exclusive bargaining unit for the Professional and Technical employees; and

**WHEREAS**, the City and AFSCME Local 512 subsequently negotiated a Memorandum of Understanding, which was developed by mutual agreement of all parties; and

**WHEREAS**, both the City of Pinole and AFSCME Local 512 are mutually interested in making certain modifications to this Memorandum of Understanding;

**NOW THEREFORE**, the following agreement represents a Memorandum of Understanding between the City of Pinole and the Professional and Technical employees represented by AFSCME Local 512 with the term of July 1, 2023, through June 30, 2025.

## **ARTICLE I. DEFINITIONS**

- 1.1** "City" referred to herein shall be the City of Pinole.
- 1.2** "Union" referred to herein shall be AFSCME Local 512.
- 1.3** "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole in the job classifications set forth in Article 2 of this Memorandum of Understanding.



1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

## **ARTICLE II. RECOGNITION**

### **2.1 Job Classifications in the Unit.**

The Professional and Technical unit consists of the following job classifications:

- Accountant
- Accounting Specialist
- Administrative Coordinator
- Associate Civil Engineer
- Associate Planner
- Building Inspector I
- Building Inspector II
- Cable Access Coordinator
- Code Enforcement Officer I
- Code Enforcement Officer II
- Information Systems Administrator
- Information Systems Specialist
- Laboratory Analyst I
- Laboratory Analyst II
- Laboratory Supervisor
- Management Analyst
- Public Works Maintenance Supervisor
- Public Works Specialist
- Recreation Coordinator
- Rental Inspector
- Senior Project Manager
- Wastewater Treatment Plant Operations Supervisor
- Water Pollution Control Plant Supervisor

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit, and agrees to meet and confer with the Union in all matters relating to wages, hours and working conditions of employees in such classifications.

The City further reserves the right to exclude from the unit, those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

## **ARTICLE III. MANAGEMENT RIGHTS**

### **3.1 Management Rights Defined.**

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

- a. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards, and commissions;
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
- d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinets and systems;
- e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work, however, the City will meet and discuss with the bargaining unit representative prior to contracting out for work normally completed by classifications within the bargaining unit. The City will meet with the Union no later than December 31, 2023, to provide the current status and review bargaining unit work contracted out at the time of ratification;
- f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
- g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i. The right to schedule and assign work, make reassignments and assign overtime work;

- j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear and respond truthfully in good faith regarding any City investigation; and
- m. The right to maintain orderly, effective and efficient operations.

## **ARTICLE IV. DUES DEDUCTION**

### **4.1 Amount/Authorization.**

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines.

### **4.2 Increases/Non-Pay Status.**

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period.

In the case of an employee who is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

### **4.3 Hold Harmless.**

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

## **ARTICLE V. UNION REPRESENTATIVES**

### **5.1 Union Representatives/Stewards Defined.**

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions.

### **5.2 Time Off for "Meet and Confer".**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3 ; This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Department Manager or Supervisor, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

### **5.3 "Meet and Confer" Committee.**

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of three (3) members including the President of the Union 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 Notice to Supervisors.**

Union member(s) or steward(s) engaged in such activities shall first obtain approval from supervisors before leaving their assigned work areas on such business. The request shall not be unreasonably denied.

### **5.5 Release Time for Quarterly Meetings.**

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

## **ARTICLE VI. SALARIES**

### **6.1 Cost of Living and Market Adjustments.**

#### **6.1.1 Cost of Living Adjustment.**

Effective first full pay period following July 1, 2023, classifications represented by the Union shall receive a four percent (4%) wage increase.

Effective the first full pay period following July 1, 2024, classifications represented by the Union shall receive a four percent (4%) wage increase.

**6.1.2 Market Equity Adjustment.**

Effective the first full pay period following July 1, 2023, the following classifications represented by the Union shall receive equity increase adjustments in addition and concurrent with the above COLA for 2023:

- Management Analyst                      twelve and nine-tenths percent (12.9%)
- PW Maintenance Supervisor            fourteen and three-tenths percent (14.3%)
- Recreation Coordinator                fifteen and eight-tenths percent (15.8%)

**6.2 Pay Plan.**

Attachment A reflects the salary steps for each represented position.

**6.3 Longevity**

Effective the full pay period following July 1, 2023 employees with fifteen (15) full continuous years of City services shall be given an additional three percent (3%) pay computed on their base hourly rate of pay. This benefit shall not compound, nor be compounded by, any other additional compensation.

**6.4 Pro-rata Benefits**

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time (forty-hour per workweek) employees or as defined by federal, state, or local law, whichever is greater.

**6.5 Job Descriptions.**

The City will maintain job descriptions for each of the represented job classifications as listed in Section 2.1.

**ARTICLE VII. HOURS OF WORK AND OVERTIME**

**7.1 Workweek Defined.**

The employee's regular workday typically consists of eight hours and the workweek shall consist of a seven consecutive day period, Monday through Sunday. The standard City work period is a calendar week which begins at 12:00 am on Monday and ends

11:59 pm on Sunday. Other schedules may be assigned consistent with Section 7.9 of this Agreement. The City reserves the right to assign new employees to other work weeks and will provide two consecutive days off. Where new workweeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

### **7.2 Overtime Work Schedule.**

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

### **7.3 Overtime and Seniority.**

Overtime preference, insofar as practical, shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

### **7.4 Regular Work Week-Amount of Overtime Earned.**

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of forty (40) hours during a seven day work period. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 15.2 (excluding floating holidays) toward employees' overtime thresholds.

Effective the first full pay period after adoption, hours in paid leave status for holidays as outlined in Section 15. 2 (excluding floating holiday(s)) and sick leave used will count toward time worked for purposes of determining eligibility for the overtime rate.

### **7.5 Alternative Work Week-Amount of Overtime Earned.**

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than eight (8) hours a day and less than five days a week. The shift duration hours, workweek, and work period for payroll purposes will be redefined on a case-by-case basis depending on the

alternative work schedule that has been approved and the related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week.

#### **7.6 Rate of Overtime/Compensatory Time.**

Compensation for overtime hours worked shall be paid at one and one-half times the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay.

Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee and approved by the Department. At no time shall accrued compensatory time off balance exceed eighty (80) hours.

#### **7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.**

The City reserves the right to determine under the FLSA requirements whether or not a job classification is exempt or non-exempt for FLSA purposes. Prior to changing the FLSA designation of a job classification represented by AFSCME, the City agrees to discuss the proposed changes with AFSCME under "meet and confer".

#### **7.8 Call Back and Overtime.**

Employees called back to work shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's basic hourly rate plus mileage reimbursement at the established IRS mileage rate for all hours outside their regular work schedule. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to the time and one-half rate for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay rate from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour

of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback rate of pay.

### **7.9 Alternative Work Schedules/Flex Time.**

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all FLSA requirements.

#### **Alternative Work Schedule:**

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/80 schedule (eight, nine-hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

#### **Flex-Time Work Schedule:**

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

### **7.10 Court Appearance on Off Duty Hours.**

Any employee appearing as a witness in court during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate.

### **7.11 Meal Allotment.**

During the term of the MOU agreement, the City shall reimburse each employee in the Local 512 Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$15 for the cost of a meal.

If an employee is required to work a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day during any regular scheduled workweek, the City shall also reimburse said employee a total of \$15 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.



## **7.12 Rest Periods.**

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

## **ARTICLE VIII. CAR ALLOWANCE**

### **8.1 Car Allowance.**

Effective July 1, 2005, the classification of Cable Access Coordinator shall receive a car allowance of \$200.00 per month.

## **ARTICLE IX. STANDBY PAY**

### **9.1 Employees Assigned.**

Employees assigned to the classifications of Wastewater Treatment Plant Operations Supervisor, Public Works Maintenance Supervisor, Laboratory Supervisor, Laboratory Analyst I, and Laboratory Analyst II, shall be eligible for Standby Pay. These employees are required to remain continuously available, in accordance with Article 9.2, for the time period assigned to respond to calls for service.

### **9.2 City Issued Mobile Communication Device Assignments.**

City Issued Mobile Communication Device will be carried by employee(s) assigned to standby in accordance with 9.1. Employees assigned to standby who use their personal mobile communication device shall receive a stipend of thirty dollars (\$30) per month until such time as a City mobile communication device is assigned by the City to the employee. There will be a seventy (70) mile radius limit from the City of Pinole for persons assigned a City Issued Mobile Communication Device or persons who receive a stipend.

### **9.3 Standby Protocol.**

The City utilizes the Supervisory Control and Data Acquisition System (SCADA) for monitoring plant operations and processes. The SCADA System is the primary method used for notification to the Wastewater Treatment Plant Operations Supervisor and Environmental Analyst employees assigned to Standby for emergencies and alarms.

SCADA will call the first employees twice within a 30-minute period and in 15-minute intervals. If that employee does not respond by calling in and acknowledging the call, then SCADA will call the next employee who is required to respond and will be eligible for Standby pay.

Employees in the class Public Works Maintenance Supervisor who are required to perform services integral to their assigned job responsibilities in order to provide continuous public service and who are required to be available and respond after hours, will be eligible for standby pay.

The person not assigned to be on Standby and who responds to the call will be compensated for the Standby duty at the Standby holiday rate for that day. Employees on Standby not responding to a call will not be paid for that day (except if they had responded to another call and are unavailable).

#### **9.4 Standby Schedule Assignments.**

Schedule changes will have to be approved by the Public Works Director/City Engineer through the Public Works Manager, Wastewater Treatment Plant Manager or the Wastewater Treatment Plant Operations Supervisor at least five working days in advance of the change.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the beeper may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cellular device. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

#### **9.5 Rest Periods While on Standby.**

An employee on Standby who is called out prior to 5:00 a.m. and who performs work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift. Such rest hours shall not be considered "hours worked" and will not be included in determining if an employee has worked overtime hours.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

#### **9.6 Amount of Standby Pay.**

The City agrees to pay the standby designee as follows:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

## **ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.**

### **10.1 Mileage Reimbursement-Portal to Portal.**

Mileage reimbursement from portal-to-portal travel shall be paid to employees driving their personal vehicles when called back pursuant to the Internal Revenue Service (IRS) rate in effect for all City travel. Portal-to-portal travel reimbursement shall also include any applicable bridge toll charges.

## **ARTICLE XI. City Issued Mobile Communication Device PAY-24/7 REQUIREMENTS**

### **11.1 Employees Assigned.**

Designated employees assigned to carry a City Issued Mobile Communication Device are required to remain continuously available for the time period assigned to respond to calls for service.

### **11.2 Method of Assignment.**

The Department Manager shall make assignments for City Issued Mobile Communication Devices with City Manager approval. During the term of this MOU, the following job classifications are required to carry a City Issued Mobile Communication Device:

- Cable Access Coordinator
- Water Pollution Control Plant Supervisor

If a Department Manager and/or the City determines that it is necessary to identify additional classifications other than those listed above to carry a City Issued Mobile Communication Device, the City will “meet and confer” with AFSCME Local 512 representatives prior to implementation with the exception of a temporary emergency situation.

### **11.3 Amount of City Issued Mobile Communication Device Pay 24/7.**

During the term of this MOU, the City agrees to pay the designated job classifications a total of \$250 per month for carrying a City Issued Mobile Communication Device and responding as appropriate.

**11.4 Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility.**

With the exception of the Cable Access Coordinator who receives a car allowance, those employees who are outlined in Section 11.2 are eligible to receive mileage reimbursement from portal to portal travel if they are called back to work. Mileage reimbursement shall be paid pursuant to the City adopted Internal Revenue Services (IRS) mileage reimbursement rate in effect for all city travel.

**ARTICLE XII. ACTING IN HIGHER CLASSIFICATION**

**12.1 Acting Pay Defined and Rate of Pay.**

In the event an employee is assigned and performs the majority of the duties in a higher classification, following the fifth consecutive work day in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

**ARTICLE XIII. JURY DUTY LEAVE**

**13.1 Jury Duty Leave.**

An employee whose absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.

**ARTICLE XIV. SICK LEAVE**

**14.1 Rate of Sick Leave Earned.**

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of ninety-six (96) hours annually, one eight hours working day (8 hours) for each continuous full calendar month of service, or 3.69 hours per pay period

in pay status. The employee must be in a paid status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time.

#### **14.2 Sick Leave Incentive.**

Employee sick leave use shall be reviewed by the City at the end of each calendar year. Employees who do not use any sick leave for six consecutive months, July 1<sup>st</sup> through December 31<sup>st</sup>, and January 1<sup>st</sup> through June 30<sup>th</sup>, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than eight (8) hours of vacation in any calendar year.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

#### **14.3 Use of Sick Leave for Family Care.**

Employees may use sick leave for illness or disability in his/her immediate family. Immediate family is defined in Article XXIX, Section 29.2. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days.

#### **14.4 Use of Sick Leave.**

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

#### **14.5 Other Use of Sick Leave.**

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

### **ARTICLE XV. HOLIDAYS**



**15.3 Holidays Falling on Saturday or Sunday.**

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes.

**15.4 Holidays Falling on a Regularly Scheduled Day Off.**

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off with holiday pay within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

**15.5 Compensation for Hours Worked on a Holiday.**

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

**ARTICLE XVI. VACATION**

**16.1 Vacation Schedule and Seniority.**

Upon supervisory approval, employees shall be given their preference of requested vacation time, and in the case of conflict between employees, classification seniority shall prevail.

**16.2 Vacation Sell Back.**

An employee with a minimum of three (3) years of service has the option to sell back up to eighty (80) hours of vacation per calendar year provided the employee has a minimum of 160 hours of vacation accumulated.

**16.3 Rate of Vacation Earned.**

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

<u>Years of Completed Service</u>	<u>Hours Accrued Per Year/Pay Period</u>	<u>Maximum Accrual (Hrs)</u>
-----------------------------------	------------------------------------------	------------------------------

0 through 4	96/3.69	192
5 through 9	144/5.54	288
10 through 15	160/6.15	320
16+	192/7.38	384

Once an employee reaches their maximum vacation accrual hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of service, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time. The maximum accrual cap shall be twice the pro-rated annual accrual. A full-time employee who moves to a part-time position/status, and who has a vacation balance in excess of the pro-rated maximum amount, will be afforded six (6) months to use the excess accrued vacation and will continue to accrue vacation hours, at the pro-rated rate, during the six (6) month period. The Supervisor will make every effort to grant vacation requests from an employee so situated. If the requests cannot be granted, the excess vacation balance will be cashed-out.

## **ARTICLE XVII. MEDICAL INSURANCE**

### **17.1 Medical Insurance Provided.**

For full-time regular employees, the City shall contribute toward the employee's health premium as follows:

Effective January 1, 2023 the City's contribution toward the employee's health premium will reflect the 2022 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2024, the City's contribution toward the employee's health premium will reflect the 2023 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2025, the City's contribution toward the employee's health premium will reflect the 2024 CalPERS Public Agency Kaiser rate at each level of coverage.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

### **17.2 Retiree Medical Insurance.**



During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
  - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
  - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
  - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

CalPERS Credited Years of Earned Service	Percentage of City Contribution Based On The State's Rate
10	50

11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

**17.3 Medical In-Lieu.**

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = \$225 per month or \$103.84 per pay period
- Two-party coverage = \$450 per month or \$207.69 per pay period
- Family coverage = \$600 per month or \$276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of in-lieu benefits and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

**ARTICLE XVIII. DENTAL INSURANCE**

**18.1 Dental Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and the employee's eligible dependents, if desired. Selection of the carrier shall be at the discretion of the City.

The City-provided dental insurance plan provides for a maximum annual dental payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

### **18.2 Orthodontic Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and up to Family coverage if desired. Selection of the carrier is at the discretion of the City.

The City-provided orthodontic insurance plan provides for a lifetime maximum orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

## **ARTICLE XIX. VISION INSURANCE**

### **19.1 Vision Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 for full family vision care coverage that provides for one examination, one set of lenses, and one frame per year. Selection of the carrier shall be at the discretion of the City. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

## **ARTICLE XX. LIFE INSURANCE**

### **20.1 Life Insurance Provided.**

During the term of this MOU, the City agrees to provide term life insurance and accidental death and dismemberment insurance, for employees as defined in Section 1.3 in the amount of one times (1x) the employee's annual base wage salary. Selection of the carrier shall be at the discretion of the City.

### **20.2 Life Insurance Premium Rates.**

The City shall pay for all premium increases for life insurance coverage.

## **ARTICLE XXI. DISABILITY INSURANCE**

**21.1 Disability Insurance Provided.**

The City participates in CASDI for short term disabilities and shall provide a Long Term Disability (LTD) benefit as described in 21.2 for employees as defined in Section 1.3. The costs of the CASDI program are the responsibility of the employee, paid through payroll deductions.

**21.2 Long Term Disability Insurance.**

During the term of the MOU agreement, the City shall provide employees as defined in Section 1.3, at its own expense, long term disability insurance of two-thirds of salary up to six thousand dollars (\$6,000) per month (four thousand dollars (\$4,000) maximum benefit) with a 90-day waiting period.

**ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE**

**22.1 Domestic Partnership and Coverage Defined.**

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for registered domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership registration with the California Secretary of State.

**22.2 Medical, Dental, Vision Premium Rates.**

During the term of this MOU, the City agrees to pay health, dental and vision premiums as outlined in Articles XVII – XIX of this document. Registered domestic partners meeting the above requirements shall be considered qualified dependents for the purposes of the City's payment of these premiums.

**22.3 FLEXIBLE BENEFITS PLAN.**

The City will provide at its own expense a flexible benefit plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

**ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM**

**23.1 Tuition Reimbursement Eligibility.**

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must

satisfactorily complete three (3) or more semester units in qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of “C” or better, or “pass” if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee’s own time and at his/her own expense.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

## **ARTICLE XXIV. INCENTIVE PAYS**

### **24.1 Educational Degree.**

During the term of this MOU, the City will pay those employees who have earned degrees from accredited college institutions, when not required by the employee’s classification, additional pay as follows:

- Associate of Art/Science Degree                      \$ 75.00 per month or \$34.61 per pay period
- Bachelor of Art/Science Degree                      \$150.00 per month or \$69.23 per pay period

An employee is only eligible to receive educational degree premium pay for one-degree classification. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010 employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

### **24.2 Bilingual Pay.**

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 10% of their monthly base pay. The City retains the discretion to determine which classifications/positions and which languages, are eligible. The benefit shall not compound, nor be compounded by, any other additional compensation.

## **ARTICLE XXV. RETIREMENT PLAN**

### **25.1 Retirement Plan Defined.**

The City shall contract with the California Public Employees Retirement System (CalPERS) for the purpose of allowing employees to earn retirement benefits. The City has contracted for at the 2.5% @ 55 Plan benefits for "Classic" members as defined by the PEPPRA and CalPERS. Employees who constitute "New" members may earn benefits under the 2% @ 62 Plan.

### **25.2 Employee and Employer Contribution Rates.**

Employees shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate shall be as follows:

- A. The employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

### **25.3 CalPERS Contract Benefits.**

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For "Classic" Miscellaneous Members, the contract offers the following options:

- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave

## **ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE**

### **26.1 Uniform Laundry Service.**

The City shall provide a weekly laundry service to job classifications for which the City requires standardized attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of Uniform laundry services provided to an employee shall be reported as compensation to the employee.

### **26.2 Safety Shoes.**

The allowance provided by the City for the purchase of safety shoes for maintenance and related job classifications for which the City requires safety shoes, shall be \$200.00 per year paid the first pay period in July annually.

New employees shall be provided the safety shoe allowance above by the second full pay period after initial appointment. Thereafter, the employee shall be eligible to receive the annual safety shoe allowance in July as described above, but not sooner than twelve (12) months after initial appointment.

## **ARTICLE XXVII. CERTIFICATION FEES**

### **27.1 Payment for Certificate Issuance and Renewals.**

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular full-time status with the City shall be paid directly or reimbursed by the City to the employee.

### **27.2 Payment of Department Of Transportation License Fees.**

Driver's license fees shall not be included as a reimbursable cost; however, driver's license fees related to Department of Transportation requirements for a Class A or B license and the related medical examination shall be paid by the City.

### **27.3 Payment of Above-Grade Certification for Wastewater Employees.**

The City will pay those employees who work at the City's Wastewater Treatment Plant and who obtain a higher-grade certificate than what is required in their assigned job classification \$75 a month (\$34.62 per pay period). The City shall also reimburse an employee the fee for the above grade certificate cost once obtained. The City shall compensate employee for only one certificate.

## **ARTICLE XXVIII. PLACEHOLDER FOR FUTURE USE**

## **ARTICLE XXIX. BEREAVEMENT LEAVE**

### **29.1 Paid Bereavement Leave**

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a bereavement leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Department Head, three (3) additional days may be granted for such leave. All bereavement leave must be taken within one year of said incident. The days which are used as bereavement time off do not have to be consecutive in nature. Certification of loss may be required in certain circumstances. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Department Head prior to the time set to begin his/her next shift.

### **29.2 Immediate Family Defined.**

Immediate family shall include the father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or registered domestic partner, child or stepchild of the eligible employee.

## **ARTICLE XXX. GRIEVANCE PROCEDURE**

### **30.1 Grievance Defined.**

A grievance is an unresolved complaint or dispute regarding the application or interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

### **30.2 Reflection for Use of Procedure.**

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

### **30.3 Grievance Procedure Defined.**

This grievance procedure is established to accomplish the following objectives:



- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

#### **30.4 Grievance Process.**

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, or may represent him or herself in preparing and presenting his/her grievance at any level of review.
- b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

#### **30.5 Grievance Procedure.**

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to his or her Department Manager and the Human Resources Director or his or her designee within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his or her Department Manager to the City Manager in writing within ten (10) calendar days of the receipt of the Department Manager's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, or a State Mediator, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

### **30.6 Employee Appeals Board.**

If the aggrieved employee selects to submit the grievance to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

### **30.7 Non-Binding Confidential Mediation.**

If the aggrieved employee selects to submit the grievance to the non-binding confidential mediation instead of the Employee Appeals Board, the City Manager or designee and the employee or employee's representative within ten (10) days shall mutually select a mediator, or if agreement on a mediator cannot be reached, the parties may request that a mediator be assigned by the California State Mediation and Conciliation Service.

The fees and expenses of mediation shall be shared equally by the City and the Union. In the event the employee is not represented by the Union, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party, if any.

The Mediator shall then determine the facts of the grievance and submit a report of his/her findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

### **30.8 Employee Appeals Board or Mediator Recommendation to City Manager.**

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board or Mediator, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board or Mediation procedure was utilized, after receipt of the Employee Appeals Board/Mediator's report. The decision of the City Manager shall be final and not subject to appeal or review by the City Council.

## **ARTICLE XXXI. DISCIPLINARY ACTION**

### **31.1 Disciplinary Action**

Disciplinary action proposed and/or imposed against an employee whose position is represented under a collective bargaining agreement shall be governed by the process(es) as defined within that employee's collective bargaining agreement. The City Manager is authorized to develop a disciplinary action process for employees not represented by a collective bargaining agreement; however, such a process shall not waive the at-will employment status of said unrepresented employees.

### **31.2 Causes for Disciplinary Action**

Disciplinary action may be taken for any just cause. Cause for disciplinary action shall include, but shall not be limited to, any of the following:

1. Fraud of any kind; or misstatement or untruths or omissions of any material fact in the application process or in securing appointment or promotion; or falsification or untruths concerning records, fellow employees, or work performed.
2. Incompetence, inefficiency or carelessness in the performance of required duties; Less than satisfactory performance.
3. Neglect of or inattention to job duties, including the conduct of personal affairs during working hours.
4. Insubordination - willful disobedience, or failure to obey any proper direction made and given by a superior officer or supervisor.
5. Misconduct - willful or wanton disregard of the interests of the City, or deliberate violation or disregard of behavioral norms/expectations
6. Conduct unbecoming an employee of the City.
7. Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.
8. Discourteous or non-cooperative treatment of the public, City elected officials, employees, or volunteers; Offensive or obscene language in public, or towards the public, City elected officials, or employees.
9. Dishonesty or immorality on the job.
10. Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
11. Reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants; Failure to notify a supervisor, in writing, when the employee is taking prescription medication that can impair judgment or performance.
12. Failure to report to work as scheduled or failure to notify supervisor, in accordance with department standards, of one's inability to report to work; Abuse of sick leave privileges.

13. Failure to immediately report a vehicle accident.
14. Intimidation or interference with the rights of any employee; Fighting, assault and/or battery on the public, City elected officials, employees or volunteers.
15. Failure to maintain the necessary license or certification required by the class specification.
16. Sleeping on the job.
17. Conviction of a crime, the nature of which has a direct bearing on continued employment.
18. Unauthorized leave of absence; failure to report to work after an authorized leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.
19. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use any property of the City, or loaning, selling or giving away such property without legal authorization.
20. Theft or sabotage of City property or funds.
21. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.
22. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.
23. Taking for personal use, from any person, a fee, gift or other valuable thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.
24. Violation of or failure to abide by any condition of employment stipulated in the Municipal Code, Personnel Rules, any City Policies and Procedures, collective bargaining agreement (if any), administrative memorandum, or lawful official regulation or order of the City.
25. Failure to cooperate in an official inquiry or investigation into an alleged violation of this MOU or the Personnel Rules.

26. Working overtime without supervisory authorization.
27. Engaging in outside employment without supervisory authorization.
28. Bringing a gun or any other dangerous weapon onto City property.

### **31.3 Forms of Discipline**

- A. Written Reprimand
- B. Suspension
- C. Reduction in Step
- D. Involuntary Demotion (Note: Termination of an incentive pay or assignment pay is not considered demotion.)
- E. Termination

### **31.4 Authority of Disciplinary Action**

The Department Head has authority to take disciplinary action. The immediate supervisor has the authority to issue a written reprimand. The Human Resources Director shall be notified of any proposed or pending disciplinary action, beyond a written reprimand. The decision of the City Manager or designee shall be final and not subject to review by or appeal to the City Council.

### **31.5 Procedures for Written Reprimand**

Employees may request a review by the Department Head regarding a written reprimand by submitting a written request within ten (10) days from the date of the written reprimand. The Department Head shall review the employee's submission, may meet with the employee within ten (10) days of the filing of the request and shall issue written findings within ten (10) days of the review/meeting. The employee shall be entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. Written reprimands are not subject to the discipline procedures set forth in the below Sections regarding Notice of Intended Discipline, Notice of Discipline, Post-Disciplinary Appeal, or the Grievance Procedure.

In the event the written reprimand was issued by the Department Head, the employee may request a review by the Human Resources Director, per the procedure outlined above.

### **31.6 Notice of Intended Discipline**

- A. Prior to receiving any suspension, reduction in step, involuntary demotion or termination, the employee shall receive written notice of the proposed disciplinary action containing the following:

1. The proposed disciplinary action;
2. The grounds on which the proposed discipline is based;
3. A summary of the reasons for the proposed action;
4. The documents, or access to the documents, upon which the proposed action is based;
5. Notice to the employee of the right to respond to charges orally and/or in writing within seven (7) days from the service of the notice.

B. An employee who desires to respond orally may do so by appearing at the time and place agreed upon by the employee and the Department Head. The employee is entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. If the employee demonstrates good cause why he/she cannot respond within seven (7) days, the City may grant a continuance.

### **31.7 Notice of Discipline**

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a written notice of disciplinary action. This notice shall be served on the employee (with a copy to the Union representative, if involved) and filed with the Human Resources Department no later than seven (7) days after the date of such action. The notice shall include:

1. A statement of the disciplinary action;
2. The effective date of the action;
3. The grounds on which the discipline is based;
4. A summary of the reasons for the proposed action;
5. The documents, or access to the documents, upon which the proposed action is based;
6. A statement addressing the responses to the charges by the employee or designated representative, if any;
7. Notice to the employee of the right to appeal.

### **31.8 Post-Disciplinary Appeal**

The following post-disciplinary appeal procedures to suspensions, reductions in step, demotions and terminations:

1. Within seven (7) days of the receipt of written notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to the City Manager by filing a written request with the City Manager and providing a copy of the request to the Human Resources Director. Failure by the employee or the employee's representative to initiate the appeal within the prescribed time limits shall waive the right of the

employee and the employee's representative from appealing the discipline.

2. The City Manager or designee and the employee or employee's representative shall select a hearing officer who shall conduct an administrative hearing within sixty (60) days. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the City Manager or designee and the employee or employee's representative shall alternatively strike one name from the list until one name remains and such person shall act as the hearing officer. The next to the last name stricken shall be the alternate hearing officer to serve in the event the first hearing officer is not available. The procedure shall be followed until there is an available arbitrator.

3. The fees and expenses of the hearing officer and court reporter (if any) shall be shared equally by the City and the Recognized Employee Organization. In the event the employee is not represented by a Recognized Employee Organization, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party. Parties shall bear their own cost of any requested hearing transcript.
4. The hearing officer shall make a recommendation to the City Manager to sustain, modify or reverse the disciplinary action. A copy of the recommendation shall be given to the employee. The City Manager will then issue a final written decision within fifteen (15) days of receiving the recommendation, and may, but is not required to, accept the hearing officer's recommendation.

In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this section, the hearing officer shall make a recommendation to the City Attorney. The City Attorney's decision shall be final and not subject to review by or appeal to the City Council.

### **31.9 Waiver of Steps or Time Limits**

Any time limit or stage of the Discipline Procedure may be waived if all involved parties consent in writing.



## **ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS**

### **32.1 Layoff Policy**

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to abolish any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

### **32.2 Notification**

An employee being laid off shall be given at least thirty (30) days prior written notice.

At the time affected employees are noticed of the layoff, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the layoff. Any questions or concerns regarding the order of layoff will be discussed during the impact meeting(s).

### **32.3 Order of Layoff**

In each class, employees shall be laid off according to employment status in the following order: temporary, provisional, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

### **32.4 Vacancy, Demotion, Retreat, and Seniority**

When the City has determined that a regular employee is to be laid off, the City Manager shall first demote the regular employee (based upon seniority within the class at the City of Pinole) to a regular position vacancy, if any, in a lower class which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee

retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

### **32.5 Reinstatement List**

The names of all regular and probationary employees laid off, or demoted in lieu of layoff, shall be placed on a reinstatement list for the classification from which they were removed.

Reinstatement list(s) shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure by a laid off employee to promptly respond to and accept a reinstatement offer in writing within ten (10) days of the date the offer is mailed to his/her last known address shall result in removal of his/her name from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

### **32.6 Reinstatement**

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.
2. Seniority at the time of layoff for vacation accrual, years of service, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

### **32.7 Layoff of At-Will Employees**

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a terminated at-will employee to displace an employee in a lower class or require the City Manager to place the terminated at-will employee on a reinstatement list.

### **32.8 Reduction in Hours**

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to reduce the funding for any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position will have their working hours reduced accordingly, without disciplinary action and without the right of appeal.

In the event that funding for a regular status position is reduced the impacted employee shall be given at least fourteen (14) days prior written notice.

At the time affected employees are noticed of the reduction in hours, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the reduction in hours.

Employees will have their salary, benefits and leave accruals reduced in proportion to their percentage of full-time status, and in accordance with the applicable MOU. In the event that funding for a position that has had the hours reduced is returned to the previous level, employees shall not be entitled to any additional compensation, benefits, or seniority for the period during which their hours were reduced. Seniority during the time of reduced hours shall be retained for future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

## **ARTICLE XXXIII. PROBATIONARY PERIOD**

### **33.1 Objective of the Probationary Period**

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the

probationary period may be with or without cause and with or without prior notice to the employee.

### **33.2 Probationary Period**

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

By mutual written agreement of the Department Head and the employee, the initial probationary period may exceed twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

### **33.3 Promotional Probationary Period**

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

## **ARTICLE XXXIV.**

### **Union Membership, Due Deduction, and New Employee Orientation**

#### **34.1 Union Membership**

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

#### **34.2 Annual AFSCME Local 512 Financial Reports Required.**

AFSCME Local 512 shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

#### **34.3 Indemnification.**

AFSCME Local 512 shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

#### **34.4 AB119 - New Employee Orientation (NEO)**

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Local 512) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may

be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

### **34.5 Notice Requirements**

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 / Local 512 will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME Local 512) bargaining unit, that the employee's position is represented by AFSCME Local 512. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

### **34.6 Reporting Requirements**

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide AFSCME Local 512 with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119

requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

Notwithstanding the above, the City will provide to the Union on a monthly basis an electronic malleable list in Microsoft Excel of all bargaining unit members including the following information on file with the employer: full name, job classification, department, employee number, job type (full-time/part-time), work location, work, and personal telephone numbers, personal email addresses, work email addresses, home address, pay step, pay rate, and pay status.

## **ARTICLE XXXV. DURATION**

### **35.1 Term.**

This MOU shall be in full force and effect from July 1, 2023 to and through June 30, 2025.

### **35.2 MOU “Meet and Confer” Obligations.**

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of section 30.3. Nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

### **35.3 Notice of Termination.**

This MOU shall continue in force and effect hereafter from year to year unless either party gives one hundred and twenty (120) days written notice prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

### **35.4 Effective Date.**

All provisions contained in this MOU are effective July 1, 2023, unless specifically stated otherwise.

### **35.5 Continuation of MOU in Light of Federal/State Law Changes.**

In the event any portion of this Agreement is declared null and void under Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURES**

**CITY OF PINOLE**

\_\_\_\_\_  
Andrew Murray, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

**AFSCME Local 512**

\_\_\_\_\_  
Kim Young, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Ouellette, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarrah Patton, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kym Anderson, Chief Negotiator

\_\_\_\_\_  
Date



## ATTACHMENT A – SALARY SCHEDULES

### EFFECTIVE JULY 3, 2023

**AFSCME @ 07/03/2023**

Accountant	7,900.56	45,580.2	8,295.60	47,859.2	8,710.39	50,252.2	9,145.91	52,764.9	9,603.22	55,403.2
Accounting Specialist	6,748.12	38,931.5	7,085.53	40,878.1	7,439.82	42,922.0	7,811.82	45,098.2	8,202.42	47,321.6
Administrative Coordinator	7,453.58	43,001.4	7,826.26	45,151.5	8,217.59	47,409.1	8,629.47	49,779.7	9,059.91	52,268.7
Associate Civil Engineer	9,377.42	54,100.5	9,846.30	56,805.6	10,338.63	59,645.9	10,855.57	62,626.5	11,398.36	65,759.6
Associate Planner	7,900.56	45,580.1	8,295.59	47,859.2	8,710.38	50,252.2	9,145.91	52,764.9	9,603.21	55,403.2
Building Inspector I	6,983.83	40,291.3	7,333.03	42,305.9	7,699.69	44,421.3	8,084.68	46,642.4	8,488.92	48,974.5
Building Inspector II	7,699.67	44,421.2	8,084.66	46,642.3	8,488.90	48,974.4	8,913.36	51,423.2	9,359.03	53,994.4
Cable Access Coordinator	7,453.58	43,001.4	7,826.26	45,151.5	8,217.59	47,409.1	8,629.47	49,779.7	9,059.91	52,268.7
Code Enforcement Officer I	6,983.83	40,291.3	7,333.03	42,305.9	7,699.69	44,421.3	8,084.68	46,642.4	8,488.92	48,974.5
Code Enforcement Officer II	7,699.67	44,421.2	8,084.66	46,642.3	8,488.90	48,974.4	8,913.36	51,423.2	9,359.03	53,994.4
Environmental Compliance Inspector	6,983.83	40,291.3	7,333.03	42,305.9	7,699.69	44,421.3	8,084.68	46,642.4	8,488.92	48,974.5
Information Systems Administrator	7,453.60	43,001.5	7,826.28	45,151.6	8,217.61	47,409.3	8,629.50	49,779.9	9,059.93	52,268.8
Information Systems Specialist	7,136.49	41,183.6	7,495.42	43,242.9	7,870.20	45,405.0	8,263.72	47,675.5	8,676.91	50,059.1
Laboratory Analyst I	8,065.81	46,533.5	8,469.11	48,860.2	8,892.57	51,303.3	9,337.21	53,868.5	9,804.08	56,562.0
Laboratory Analyst II	8,892.57	51,303.3	9,337.20	53,868.5	9,804.07	56,562.0	10,294.29	59,390.1	10,809.01	62,359.7
Laboratory Supervisor	10,106.44	58,306.4	10,611.77	61,221.8	11,142.37	64,282.9	11,699.50	67,497.1	12,284.49	70,872.1
Management Analyst	7,891.58	45,528.3	8,288.16	47,804.8	8,700.48	50,185.1	9,135.51	52,704.9	9,592.30	55,340.2
Police Services Supervisor	7,265.71	41,917.6	7,629.00	44,013.5	8,010.46	46,214.2	8,410.99	48,525.0	8,831.55	50,951.3
PW Maintenance Supervisor	8,138.28	46,951.6	8,545.20	49,299.3	8,972.47	51,764.3	9,421.11	54,352.5	9,892.17	57,072.0
Public Works Specialist	7,020.74	40,504.3	7,371.78	42,529.5	7,740.38	44,656.0	8,127.41	46,898.9	8,533.79	49,233.4
Recreation Coordinator*	5,833.50	33,654.8	6,125.18	35,337.6	6,431.44	37,104.5	6,753.02	38,959.7	7,090.68	40,807.8
Rental Inspector	6,983.84	40,291.4	7,333.04	42,306.0	7,699.70	44,421.4	8,084.70	46,642.5	8,488.94	48,974.6
Project Manager	6,824.77	39,373.7	7,166.02	41,342.4	7,524.32	43,409.6	7,900.55	45,580.1	8,295.58	47,859.1
Senior Project Manager	7,900.56	45,580.1	8,295.59	47,859.2	8,710.38	50,252.2	9,145.91	52,764.9	9,603.22	55,403.2
WWTP Operations Supervisor	10,106.44	58,306.4	10,611.77	61,221.8	11,142.37	64,282.9	11,699.50	67,497.1	12,284.49	70,872.1
WPCP Supervisor	7,682.23	44,320.5	8,068.35	46,536.6	8,469.67	48,863.5	8,893.17	51,306.7	9,337.83	53,872.1

### EFFECTIVE JULY 1, 2024

**AFSCME @ 07/01/2024**

Accountant	8,216.58	47,403.4	8,627.42	49,773.6	9,058.80	52,262.3	9,511.75	54,875.5	9,987.35	57,619.3
Accounting Specialist	7,018.05	40,488.7	7,368.96	42,513.2	7,737.41	44,638.9	8,124.29	45,870.9	8,530.51	49,214.5
Administrative Coordinator	7,751.72	44,721.5	8,139.31	46,957.6	8,546.29	49,305.5	8,973.61	51,770.9	9,422.30	54,359.4
Associate Civil Engineer	9,752.52	56,264.5	10,240.16	59,077.6	10,752.17	62,031.8	11,289.79	65,133.4	11,854.30	68,390.2
Associate Planner	8,216.58	47,403.3	8,627.42	49,773.6	9,058.80	52,262.3	9,511.74	54,875.4	9,987.34	57,619.3
Building Inspector I	7,263.18	41,903.0	7,626.35	43,998.2	8,007.67	46,198.1	8,408.07	48,508.1	8,828.48	50,933.5
Building Inspector II	8,007.66	46,198.0	8,408.05	48,508.0	8,828.46	50,933.4	9,269.89	53,490.1	9,733.39	56,154.2
Cable Access Coordinator	7,751.72	44,721.5	8,139.31	46,957.6	8,546.29	49,305.5	8,973.61	51,770.6	9,422.30	54,359.4
Code Enforcement Officer I	7,263.18	41,903.0	7,626.35	43,998.2	8,007.67	46,198.1	8,408.07	48,508.1	8,828.48	50,933.5
Code Enforcement Officer II	8,007.66	46,198.0	8,408.05	48,508.0	8,828.46	50,933.4	9,269.89	53,490.1	9,733.39	56,154.2
Environmental Compliance Inspector	7,263.18	41,903.0	7,626.35	43,998.2	8,007.67	46,198.1	8,408.07	48,508.1	8,828.48	50,933.5
Information Systems Administrator	7,751.74	44,721.6	8,139.34	46,957.7	8,546.31	49,305.6	8,973.64	51,771.0	9,422.33	54,359.6
Information Systems Specialist	7,424.03	42,830.9	7,795.24	44,972.5	8,185.01	47,221.2	8,594.27	49,562.3	9,023.99	52,061.5
Laboratory Analyst I	8,388.44	48,394.8	8,807.87	50,814.6	9,248.27	53,355.4	9,710.70	56,023.3	10,196.24	58,824.5
Laboratory Analyst II	9,248.27	53,355.4	9,710.69	56,023.2	10,196.24	58,824.4	10,705.06	61,765.7	11,241.37	64,854.1
Laboratory Supervisor	10,510.70	60,638.6	11,036.24	63,670.6	11,588.07	66,854.2	12,167.48	70,197.0	12,775.87	73,706.9
Management Analyst	8,207.24	47,349.5	8,617.61	49,717.0	9,048.50	52,202.9	9,500.93	54,813.1	9,975.99	57,553.8
Police Services Supervisor	7,556.34	43,594.3	7,934.16	45,774.0	8,330.88	48,062.8	8,747.43	50,466.0	9,184.81	52,989.3
PW Maintenance Supervisor	8,463.81	48,829.7	8,887.01	51,271.2	9,331.37	53,834.8	9,797.95	56,526.6	10,287.86	59,353.0
Public Works Specialist	7,301.57	42,124.4	7,666.86	44,230.7	8,050.00	46,442.3	8,452.50	48,754.5	8,875.14	51,202.7
Recreation Coordinator*	6,068.84	35,001.0	6,370.18	36,751.1	6,688.70	38,598.7	7,023.14	40,518.1	7,374.31	42,544.1
Rental Inspector	7,263.20	41,903.1	7,626.36	43,998.3	8,007.69	46,198.2	8,408.08	48,508.2	8,828.50	50,933.6
Project Manager	7,097.76	40,948.6	7,452.66	42,996.1	7,825.30	45,145.9	8,216.57	47,403.3	8,627.41	49,773.5
Senior Project Manager	8,216.58	47,403.3	8,627.42	49,773.6	9,058.80	52,262.3	9,511.75	54,875.5	9,987.34	57,619.3
WWTP Operations Supervisor	10,510.70	60,638.6	11,036.24	63,670.6	11,588.07	66,854.2	12,167.48	70,197.0	12,775.87	73,706.9
WPCP Supervisor	7,989.52	46,093.4	8,389.00	48,398.1	8,808.46	50,818.0	9,248.89	53,359.0	9,711.35	56,027.0

**ATTACHMENT B – RESOLUTION**