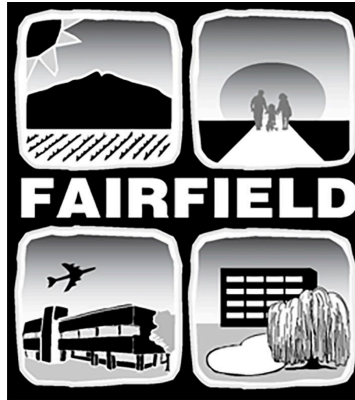




CITY OF FAIRFIELD

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FAIRFIELD EMPLOYEES'

ASSOCIATION

July 01, 2022 - June 30, 2025

MEMORANDUM OF UNDERSTANDING



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**MEMORANDUM OF UNDERSTANDING REACHED BETWEEN
THE REPRESENTATIVES OF THE CITY OF FAIRFIELD AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION/FAIRFIELD
EMPLOYEES' ASSOCIATION**

Whereas, the Service Employees International Union, Local 1021 (SEIU) represents the full-time and pro rata (as defined in Section 43B) general employees and;

Whereas, the SEIU and City have agreed the benefits set forth in this Memorandum of Understanding shall apply to employees represented by the SEIU;

Now, therefore, the City of Fairfield and the SEIU agree to this Memorandum of Understanding as follows:

ARTICLE 1. RECOGNITION

The City hereby recognizes Service Employees International Union, Local 1021, CTW, CLC as the exclusive bargaining agent and representative of City employees represented in the FEA bargaining unit.

No Discrimination: In the administration of this Agreement, no person covered by this MOU shall be discriminated against because of race, national origin, religion, sex, sexual orientation, disability, age, marital status or on the basis of membership or non-membership in the Union, or participation in the activities of the Union.

ARTICLE 2. MOU CONTROLLING

The City's Employee Relations Resolution shall govern City employment, unless the MOU conflicts, in which case the MOU shall control. All City management employees will be provided a copy of this MOU, with instructions that the MOU should be reviewed and followed for all FEA employees, except where a specific section states that this MOU only applies to a certain specific group of FEA-represented employees.

ARTICLE 3. TERM AGREEMENT

The term of this agreement shall be from July 1, 2022 through June 30, 2025.

A. Modification of Agreement

Either party may serve written notice and initial proposals on the other not later than ninety (90) days prior to the expiration of this Agreement, of its desire to amend this agreement.

ARTICLE 4. MANAGEMENT RIGHTS

The City shall retain the sole right and authority at its discretion to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the City government in all aspects, including, but not limited to, all rights and authority held by the City prior to the signing of this Agreement, except where abridged by a provision or provisions of this Agreement. The Association recognizes that the rights of the City through its Council and Management include, but are not limited to, the exclusive right to determine the mission of its constituent departments and commissions; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees, take disciplinary action; relieve its employees from duty because of fiscal limitations, lack of work or for other legitimate reasons; maintain the efficiency of government operations, determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work, including but not limited to, the creation and management of limited-term classifications.

ARTICLE 5. COMPENSATION/WAGES

A. Wage Adjustments

- Effective the first full pay period in July 2022, the City will increase base wages for all represented classifications in the bargaining unit by 6.0%
- Effective the first full pay period in July 2023, the City will increase base wages for all represented classifications in the bargaining unit by 2.5%
- Effective the first full pay period in July 2024, the City will increase base wages for all represented classifications in the bargaining unit by 5.0%

B. Compensation Adjustments

The process for market comparison compensation adjustments ended with the final negotiated adjustment in 2007. The parties agree that the process for market comparison compensation adjustments, as described in Section 7. of the MOU that expired June 30, 2008, will not be implemented during the term of this MOU. The parties agree to leave in language from the expired MOU to describe the process for market comparison compensation adjustments, in the event the parties negotiate such compensation adjustments in a subsequent MOU. Retaining a reference to language for market comparison compensation adjustments is not grievable and does not obligate the City to implement such adjustments absent an explicit future agreement.

Process for market comparison adjustments (not effective during term of this MOU):
The City will gather compensation data (base salary less any employee PERS contribution not picked up by the employer) for the benchmark positions represented by FEA, from each of the thirteen survey cities, as identified in the policy adopted by the

Fairfield City Council in Resolution No. 2000-156. The internal salary relationships specified in Resolution No. 2000-156 will be used in analyzing compensation for the FEA represented classifications

Below are the thirteen (13) survey cities.

1. Alameda
2. Antioch
3. Concord
4. Hayward
5. Livermore
6. Napa
7. Pittsburg
8. Pleasanton
9. Richmond
10. Sacramento
11. San Leandro
12. Vacaville
13. Vallejo

Prior to commencement of the data collection, a City representative from the Human Resources Department will meet with designated members of FEA to review the benchmark positions recommended by the City. The City will then collect the data, and upon completion of said data collection, review the data with FEA. The City will follow the internal salary relationships as established in Resolution No. 2000-156 to analyze the data and make salary adjustments accordingly. The City will then meet with FEA to review these salary adjustments prior to implementation.

If, as of March 31st of the year in which compensation is analyzed, the base salary compensation is below the mean of the survey cities, an adjustment will be made to the FEA represented benchmark positions and the related positions based on the internal salary relationship guidelines as established in Resolution No. 2000-156. The City will inform the FEA on or between March 1st and May 31st which positions will be affected and the reason therefore. This base salary compensation adjustment will be effective the first full pay period of July, of the year in which the adjustment is made.

The City agrees that in March 2015 in conjunction with the Union, a market study will be conducted on benchmark classifications.

C. Bi-Lingual Pay

Effective January 1, 2009, each employee who meets the City's certification and eligibility requirements shall be compensated at an additional \$100/month, beginning the pay period following testing and certification. The City will choose the languages qualifying for bi-lingual pay. Department Heads will designate the classifications for bi-lingual pay.

D. Shift Differential

Shifts Defined:

- Shifts starting at 4:00 a.m. or later, but before 12:00 noon, are considered day shift.
- Shifts starting at 12:00 noon or later, but before 6:00 p.m., are considered swing shift.
- Shifts starting at 6:00 p.m. or later, but before 4:00 a.m., are considered grave shifts.

A shift is a work period consisting of a minimum of eight (8) consecutive hours.

The City will pay a shift differential of 2.5% of salary to FEA employees in Dispatcher, Lead Dispatcher, and Water Plant Operator I, II, III and Senior Water Plant Operator classifications, who perform shift work that includes swing or graveyard.

The Records Assistant I & II will receive a 5% shift differential. Shift differentials shall be included as part of gross pay for purposes of computing overtime.

Base salary, excluding shift differential, will be used for market surveys and internal alignments.

The City will provide a 2.5% shift differential for Community Service Officers and Equipment Mechanics who are working a swing or grave shift as defined in paragraph D above.

Base salary, excluding shift differential, will be used for market surveys and internal alignments.

The City will provide a 2.5% shift differential for the employees working in the Custodian class series who are working a swing or grave shift as defined in paragraph D above.

Base salary, excluding shift differential, will be used for market surveys and internal alignments.

E. Certification Premium Pay

Effective the first full pay period in January 2009, the City will compensate employees \$100 per month who are required by the City to have and maintain the following certifications: Certified Playground Inspector and Qualified Applicator Certificate.

The City and FEA agree to review the Equipment Mechanic position assigned to the Fire Department within 90 days of Council approval of the agreement to study possible certification premium pay for fire apparatus certifications.

F. Training Pay

The City will provide a 2.5% differential for employees in those Departments that have a formalized training program that has been approved by the Department Head and the City Manager's Office. Employees shall only receive the differential for those pay periods where the majority of their shifts are assigned for training.

G. Dispatcher Proficiency Pay

Dispatchers who have been at the top step in their pay scale for at least one year and who have all eligibility requirements will receive a lump sum proficiency bonus equal to 7% of salary at top step. Eligibility certification exams are conducted twice a year. The certification period is for a period of three years and begins accruing the first of the month following the dispatcher's completion of six months at top step.

The bonus, accrued on monthly basis, will be paid on the first pay-date in December (covering the period of December 1 of the previous year to November 30 of the current year). Lead dispatchers do not receive a bonus pursuant to this provision.

H. Out of Class Pay

Employees assigned to work out-of-class shall receive a 5% differential (calculated on their base rate of pay) on the following conditions:

1. The assignment is made to a higher class that has a 5% or greater pay differential;
2. The assignment requires the employee to perform duties included in the job description for the higher class due to either a temporary vacancy or specific short-term work;
3. The assignment is approved by the affected Department Head, or designee; and,
4. The 5% increase will take effect following the 14th consecutive calendar day of the out-of-class assignment.

Such temporary assignments are entirely discretionary on the part of the City; no property or other rights may be asserted by grievance or otherwise concerning the City's assignment, reassignment or refusal to assign or reassign employees to an out-of-class position.

The entire period of assignment at the higher acting classification, including the initial work demonstration period, may not exceed 60 working days, except by mutual agreement of the City and the employee. Extensions beyond 60 working days also require pre-approval of the City Manager or his/her designee.

Employees who are members of FEA/SEIU and are given a higher classification acting duty assignment in a classification in another bargaining unit, will continue to have all pay and benefits determined by this MOU.

The City will not circumvent the intent of this section by using a rotation of various employees in two-week increments. Time served when receiving out of class pay does not count towards the employee's probationary period for the higher classification should the employee be subsequently appointed in to that position.

I. Standby/Callback

Employees assigned to work in groups, which operate in a 24/7/365 working environment or in situations deemed appropriate by a department head shall be included for participation in callout/standby.

In the event the department/division has the need for employees to be available for standby work, the employer shall establish a standby list. The employer shall first ask volunteers who wish to be placed on the standby list. In the event there are not an adequate number of volunteers, the employer shall assign all employees in the affected work group to be placed on the standby list. A standby rotation list shall be established to ensure equitable distribution of shifts. All employees scheduled to work standby shall be compensated as identified in the following paragraphs.

1. Those employees scheduled for normal standby outside of City days of operation will be compensated for six (6) hours of either straight time pay or straight time compensatory time off for all non-scheduled workdays employees are scheduled for standby.
2. Those employees scheduled for midweek holiday standby (those holidays falling Tuesday, Wednesday or Thursday) will be compensated for six (6) hours per holiday at straight time pay or straight time compensatory time off.
3. When an employee who is on regularly scheduled standby (weekend or holiday) is called out for duty, the employee will be compensated at the overtime rate to the closest quarter of an hour. Round trip travel time from and to the employee's home will be considered compensable time. If the time between the start of the callout and the release from the callout is less than one hour, the employee will receive one hour of overtime compensation. Multiple callouts in the same time period shall be paid straight through from the start of the initial callout through the last callout when the employee is released. In such instances, there shall not be multiple one-hour minimums.
4. When an employee who is not on regularly scheduled standby is called out for duty, the employee will be compensated at the overtime rate to the closest quarter of an hour. Round trip travel time from and to the employee's home will be considered compensable time. If the time between the start of the callout and the release from the callout is less than four hours, the employee will receive four hours of the overtime compensation. After the

initial four hour call out period, for subsequent call outs, employees shall receive two hours of overtime compensation. Multiple callouts in a callout period shall be paid straight through from the start of the initial callout through the last callout within the same callout period.

5. Employees in the Water Distribution/Sewer Division of Public Works who are on voluntary standby from Monday through Thursday will be compensated at the overtime rate to the closest quarter of an hour when they are called out for duty. Round trip travel time from and to the employee's home will be considered compensable time for employees who live within the required radius, the radius is 35 minutes driving time to the worksite. If the time between the start of the callout and the release from the callout is less than four hours, the employee will receive four hours, the employee will receive four hours of overtime compensation. Such employees on voluntary standby have the ability to trade coverage with another employee on the voluntary standby list. Employees who do not wish to work on the night they signed up for voluntary standby have the ability to talk with their supervisor in advance of a proposed change and request relief for that night or nights. Employees may also request from their supervisor to be removed from the voluntary standby list. After the initial four hour call out period, for subsequent call outs, employees shall receive two hours of overtime compensation. Multiple callouts in a callout period shall be paid straight through from the start of the initial callout through the last callout within the same callout period.
6. Beginning January 1, 2009, employees who are called at home by their supervisor shall be paid for the entire call when such call exceeds 10 minutes. This time shall be considered as time worked and will be compensated at the appropriate rate of pay.

J. Longevity Pay

Full time FEA members will be eligible for additional increases based on their consecutive years of service at the City of Fairfield. The longevity increases shall be as follows:

- 10 years – 0.50%
- 15 years – 0.75%

K. Compensation Study

The City agrees to conduct a third-party compensation study for all FEA classifications. The results of the equity study shall be implemented no later than the term of this agreement. Prior to conducting the compensation study, the parties agree to meet and negotiate on the definitions of total compensation, the consultant both parties use and agree on the benchmark classifications for which the study will be conducted. The

Union agrees to pay for half of the study.

L. Mandatory Rest Periods

1. Crime Scene Investigators

Crime Scene Investigators called out or working overtime shall be subject to a mandatory minimum rest period of 8 consecutive hours between the end of the preceding regular work shift and the start of the next regularly scheduled shift. When the mandatory rest period occurs during all or part of the normal scheduled work shift, Crime Scene Investigators shall be compensated without the use of their leave accruals.

2. Landscape, Traffic and Water Distribution Divisions

Field employees working in the landscape, Traffic and Water Distribution Divisions called out or working overtime shall be subject to a mandatory minimum rest period of 9 consecutive hours between the end of the preceding regular work shift and the start of next regularly scheduled shift. When the mandatory rest period occurs during all or part of the normally scheduled work shift, field employees in the above listed divisions shall be compensated without the use of their leave accruals.

ARTICLE 6. PROBATIONARY PERIOD AND MERIT

A. Probationary Period and Merit

Employees represented by this bargaining unit, typically serve a 12-month probationary period.

Probationary periods may be extended for an additional six (6) months, if the employee is not performing satisfactorily. The probationary period is intended to be an extension of the testing process.

When a probationary employee is absent from work due to an industrial injury, the City will not extend the length of the probationary period.

When an FEA represented employee is promoted to another FEA represented classification, the probationary period may be six months as long as they have successfully completed probation in their current position. The six-month probationary period may be extended an additional six months if performance is unsatisfactory. This six month probationary period does not apply if promoting into a management position (non-FEA).

If an FEA employee who is promoted to another FEA represented position fails to complete probation, the individual will demote back to their previous position held immediately before the promotion.

B. Promotion/Demotion/Flexible Staffing

1. Promotion:

Upon promotion the employee will receive the salary step of the new classification closest to 5% without going under 5%.

A promotion is defined as moving from one classification to another classification where the top step salary of the new classification exceeds the top step salary of the previous classification. Employees who are promoted will serve a 6-month probationary period.

2. Demotion:

Upon demotion, the employee will go to the same step as they had in their previous classification prior to the promotion. Employees who are being demoted and have not held a previous classification with the City will be placed at the same step in the new classification as that held in the previous classification.

A demotion is defined as moving from one classification to another where the top step salary of the new classification is less than the top step salary of the previous classification.

3. Flexible Staffing:

An employee who moves from a I to a II position, will receive the salary step of the new classification closest to 5% without going under 5%.

A flexibly staffed position is defined by a classification series that contains a I and II. For example, Utility Worker I and Utility Worker II. Employees move from a I to a II designation upon completing the minimum qualifications of the II classification and upon recommendation of management.

4. Merit Date:

The annual review date will change to correspond to the effective date of the promotion, demotion or flexing of the position.

C. Performance Appraisal

Performance evaluations for full-time and part-time employees shall be conducted, as a minimum, at least once each year on the anniversary of their merit date. Performance evaluations may, at the discretion of the Department Head, be conducted more frequently than once each year. Employees shall have the right to review their performance evaluation with the evaluating supervisor, and the employee may submit a written response to accompany the evaluation in the employee's personnel file.

Beginning January 1, 2009, if the performance evaluation has not taken place within thirty (30) days of the anniversary date, the employee will receive their step increase, if eligible, retroactive to their merit anniversary date. The granting of the merit increase

under this paragraph does not assume the employee is rated as satisfactory for the rating period.

ARTICLE 7. LEAVE

A. Holidays

The City shall grant a total of fourteen (14) paid holidays as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth (Observed June 19)
- Independence Day (Observed July 4)
- Labor Day
- Indigenous People's Day/Columbus Day
- Veteran's Day (Observed November 11)
- Thanksgiving
- Thanksgiving – Day after
- Christmas Eve
- Christmas Day
- New Year's Eve

Holidays that fall on a Saturday shall be observed on the previous Friday and holidays that fall on a Sunday shall be observed on a succeeding Monday. Sequential holidays falling on a Friday/Saturday or a Sunday/Monday shall be celebrated on a Friday and Monday.

To be eligible for holiday compensation (including in-lieu holiday credit), a new hire must be in a paid status on the regularly scheduled workday immediately preceding the observed holiday.

Those represented employees who receive in-lieu holidays shall receive the same total number of in-lieu holidays as listed above for the other employees. At the employee's option, up to three of those holidays shall be paid, and the remainder will be added to vacation accrual.

B. Personal Leave

FEA employees shall accrue 50 hours of personal leave annually. FEA employees shall be allowed to cash out up to 40 hours of personal leave earned on or after April 1, 1994. All personal leave accrued by FEA employees, shall be capped at an amount not to exceed two (2) times the annual accrual rate. FEA employees exceeding the limit shall be given a reasonable period of time to comply with this provision.

C. Vacation

Vacation leave with pay shall accrue on the following basis:

<u>Years of Service</u>	<u>Number of Days' Vacation/Year</u>
1 through 3 years employment	10 working days per year
Beginning of 4 through 10 years employment	15 working days per year
Beginning of 11 through 15 years employment	21 working days per year
Beginning of 16 through 20 years employment	22 working days per year
Beginning of 21 and over years employment	23 working days per year

The maximum vacation hours that may be accrued are 2.0 times the employee's current annual accrual rate.

During the first six months (6) of employment no vacation may be taken; upon completion of six months (6) of continuous full time service, vacation accrued during the previous six months period may be taken.

Vacation credit is earned during each anniversary year at the rate indicated above.

Vacation credit is earned on a biweekly basis and expressed in terms of hours available on the biweekly check stub. The vacation balance on the check stub will also include "in-lieu" holidays earned.

Vacation Cash-Out:

FEA represented employees may cash out up to 32 hours of their vacation balance each calendar year; provided, however, that employees exercising their option to cash out must maintain a minimum balance of 80 hours of vacation after the cash out.

Upon separation from the City, employees shall be paid for any unused vacation credit.

D. Compensatory Time Off/Overtime and Alternative Schedules

Employees will be eligible for overtime for all hours worked over forty in a workweek;. Entitlement to overtime at a 1.5x factor shall be based on hours worked. Holidays paid but not worked shall be considered as time worked for purposes of calculating overtime within the same work week. When an employee has not worked forty hours in a workweek, overtime will be compensated at 1.0x factor.

At the discretion of the City, FEA agrees that overtime compensation may be paid as compensatory time off (CTO) or in pay, at the rate of 1.5x hours per each hour of overtime actually worked. Employees desiring to use accrued CTO must request use of CTO as far as reasonably possible before the date time off is requested.

All employees covered by this MOU will be able to accrue up to 100 hours of comp time.

Employees with one (1) or more year of service in the City of Fairfield may cash out up to 25% of their existing CTO balances in the months of May and November.

Alternative Schedule: The City agrees to consider a request made by an employee or a majority of FEA represented employees in a department or major division of a department to change to an alternative work schedule, such as 9/80 or 4/10. Where such accommodations can be made, requests may be granted by the department head. At such time that the department head decides that the schedule does not meet service needs, the employees shall be reassigned to their original schedule. Except in emergencies or by mutual agreement, employees will be given at least two (2) weeks' notice.

Shift Extension: Hours worked as an extension of a scheduled work shift or on a City-observed holiday will be paid at the 1.5x factor, calculated to the closest quarter of an hour.

Scenarios where overtime compensation is applicable are provided below for illustrative purposes.

The work week for 9/80 schedules occurs from noon on Friday to noon on the following Friday (including 1st & 3rd Fridays off)

1. Holiday Worked & Overtime

A. For scheduled work with at least 24-hour prior notification

- if worked full additional shift on the holiday and worked less than 40 hours: OT 1.5x
- if worked full additional shift on the holiday and worked more than 40 hours: OT 1.5x
- if worked less than a full additional shift on the holiday and worked less than 40 hours: OT 1.5x
- if worked less than a full additional shift on the holiday and worked more than 40 hours: OT 1.5x

B. If called in (not scheduled)

- if called in to work: OT 1.5x, including holidays

2. Overtime & employee has not worked 40 hours

- A. If called back in to work: OT 1.5x
- B. Scheduled in for less than a full shift: OT 1.0x until 40 hours worked, then 1.5x
- C. Scheduled in for a full shift: OT 1.5x

3. Overtime and hours worked on regular day off/weekend (40 hours worked)

- A. If called in to work: OT 1.5x
- B. If 40 hours not worked, see #2 above

4. Overtime and other Alternate Work Weeks

(5/8 schedule excepted since=40 hrs)

Any hours worked over 40: OT 1.5x

E. Sick Leave Accrual and Use

Employees shall receive twelve (12) working days of sick leave with pay for each full year, accrued biweekly. Employees are eligible to use sick leave as it is accrued. There shall be no limit on the amount of accumulated sick leave. Sick leave shall be allowed and used solely for cases of actual person sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons and may be used by the employee for attendance upon a member of his/her immediate family who is seriously ill and requires care and attention by the employee, or for medical/dental appointments.

For purposes of this section immediate family is defined as mother, father, step-mother, stepfather, mother-in-law, father-in-law, spouse, domestic partner, son, daughter, brother, sister, foster parent, foster child, step child and child for whom the employee is the legal guardian, grandchild, or grandparents. Employees are not required to divulge their illness to their supervisor; however, the employee may be required to provide supporting information or documentation pursuant to the City's sick leave policy. The supervisor does have the authority to ask if the employee is contagious, and if so, direct the employee to remain at home until the employee's physician has cleared them to return to work.

Departments have the ability to develop and implement sick leave call-in procedures, which coincide with business necessity.

F. Sick Leave Cash Out Options

1. Annual Cash Out/Deferral for Excess Sick Leave

On an annual basis, for hours accrued above 500, employees must elect to receive a distribution of sick leave hours in cash or make a contribution to a qualifying deferred compensation account or a Retiree Health Savings account (RHS), determined by employee.

If employees elect to receive cash for their excess hours, they will receive 50% of the value of those hours at their corresponding hourly base rate of pay.

If employees elect to contribute excess hours to a qualifying deferred compensation or RHS account, they will receive 85% of the value of those hours at their corresponding hourly base rate of pay.

2. Sick Leave Cash Out upon Retirement

Employees who retire from City service have the following options for their

sick leave balance upon retirement:

- A. Employees may elect to receive cash for 40% of their current sick leave balance. The remaining 40% of their bank will be credited to their CalPERS pension account for service credit.
- B. Employees may elect to receive 75% of their sick leave balance in CalPERS service credit and receive the remaining 25% in cash.
- C. Retiring employees who have reached maximum service credit will be eligible to receive 75% of their sick leave balance in cash.

3. Sick Leave Cash Out upon Separation

Employees who separate from City service for any reason other than retirement shall receive 50% of their sick leave balance upon separation in cash.

4. Sick Leave Cash out with Death

If any employee dies after completing one (1) full year of employment, their beneficiary shall be entitled to reimbursement for 50% of accumulated unused sick leave.

5. Sick Leave Cash Out with Duties Related Death

If an employee dies due to a duty-related death, their beneficiary shall be entitled to reimbursement for 100% of accumulated unused sick leave.

G. Bereavement Leave

Department Heads may grant their employees up to a maximum of five (5) days of bereavement leave in the event of a death or serious traumatic injury or illness in the employee's immediate family. The City Manager may grant up to a total of ten (10) days of bereavement leave. Immediate family is defined as mother, father, step-mother, step-father, mother-in-law, father-in-law, spouse, domestic partner, son, daughter, brother, sister, foster parent, foster child, step child and child for whom the employee is the legal guardian, grandchild, or grandparents. Exceptions will be considered by the City Manager. Additionally, bereavement leave will not be deducted from sick leave and does not accrue to any employee as vested leave.

A "serious traumatic injury or illness" is defined as a sudden and unexpected event, which requires prompt and immediate attention from the employee without delay. It may also include attending to the need of an immediate family member who is expected to die in the immediate future. Bereavement leave shall be taken immediately in conjunction with the event of death or serious traumatic injury or illness.

H. Union Business Time

The City and FEA agree that the number of FEA members who can participate in negotiations is greater than two (2), as referenced in Resolution No. 2001-185. The

number of FEA members will be agreed upon in advance of commencing bargaining between the Director of Human Resources or designee and FEA. In no event, will the number of FEA members be greater than five (5) employee members, or as mutually agreed upon between the Director of Human Resources or designee and FEA. Employees shall be responsible for reporting back to work promptly after the conclusion of any formal meet and confer sessions.

The City may grant requests for paid time for members, including but not limited to the FEA Chapter President, to attend training and union business during members' normally assigned work hours, such as, FEA Board meetings and annual FEA Board training sessions and any other valid Union business not expressly listed here. Requests will be made by the FEA President (or designee) to the Director of Human Resources or designee. The Director of Human Resources or designee shall base the decision on the operational needs of the City. On a case-by-case basis, the City may provide release time to attend union functions other than board meetings and board training sessions. The employee and an FEA officer shall certify the employees' attendance at the meeting(s) in question for the approved time. FEA shall be permitted to hold a maximum of one (1) general membership meeting annually on City time and City property. Such meetings shall be no longer than one (1) hour in duration. Any additional meetings are subject to approval by the Director of Human Resources.

The City will allow FEA access to work locations and use of City facilities in accordance with Resolution No. 2001-185. The City shall waive rental and set up fees for FEA membership meetings.

I. Dispatch Center Shift Bidding

Shift bidding will be conducted annually for three 4-month rotations and shifts will be selected by employees based on seniority. No shifts will be blocked out for Supervisors in advance of bidding by the Dispatchers. Where possible, dispatchers who are within their first year of service after completion of training will be placed on shifts by management to ensure balanced coverage and appropriate oversight and continued training occurs. Once all dispatch staff have made their shift picks for the year, each dispatcher will bid for vacation for the year (based on their annual accrual) by seniority.

ARTICLE 8. HEALTH/LIFE INSURANCE/OTHER BENEFITS

A. Medical/Dental

Full-time employees are eligible for health and dental coverage beginning the first day of the first month after date of hire.

Effective in the first full pay period after City Council approval, the City will increase its contribution to medical and dental benefits to 95 percent of the increase in premium for the \$35 Kaiser copay plan and the Cigna Dental HMO plan. This 95 percent/5

percent sharing between the City and the employee for increases in premium to medical and dental will continue to be based on this methodology for the term of this Agreement.

If, during the term of the Agreement, Kaiser no longer offers the medical plan described and/or the Cigna HMO is no longer offered, the City will adjust its medical/dental plan contribution for employees to the Kaiser plan with the lowest premium at the applicable rate, and the Dental Health Maintenance Organization (DHMO) plan with the lowest premium at the applicable rate.

The City will maintain the financial contribution toward medical benefits upon the expiration of the contract until replaced by a successor agreement. Financial contribution is defined as the dollar amount of the City contribution as of July 2016.

Employees providing proof of other coverage may drop health/dental coverage and receive taxable income, of \$518 per month. Employees electing dental only receive \$518/month, less the cost of the premium for the dental plan in which they have enrolled. Employees electing medical only do not receive any payments.

The City will advise the bargaining unit of healthcare premium renewals and will schedule a meeting with the City's broker of record to allow units to ask questions about the rates and plans.

B. Vision

The City will pay the premium for vision care coverage only under the Kaiser Plan or Health Net, unless negotiated otherwise by the City's insurance broker. For employees not covered by Kaiser (Health Net), the City will reimburse up to a maximum total of \$300 per calendar year for the employee and his/her immediate family for eye exam and prescription glasses/contacts. Receipts are required. Amounts not used in any year cannot be carried forward to future years. The vision reimbursement applies only to medical plans that do not have a vision benefit rider. Employees not enrolled in a medical plan are not eligible for vision reimbursement.

The Benefits Committee will consider insured vision care plans during benefit renewal review. If FEA wishes to change to an insured vision plan, the reimbursement plan and vision riders shall be discontinued. If the vision riders cannot be dropped from the health plans, employees shall pay the cost of the vision rider. An insured vision plan shall not be implemented, if the cost exceeds the cost of the current reimbursement program and vision riders, unless employees agree to pay the difference. If there is a savings, it shall be applied to the City contribution amount for medical and dental benefits.

C. Life Insurance

For basic life insurance, employees covered by this MOU will be eligible the first day of the first month after date of hire. The City shall provide \$50,000 per represented employee of group term life insurance.

For supplemental life insurance, employees covered by this MOU will be able to purchase coverage equal to six times their annual salary or \$500,000 whichever is greater. Health questionnaires are required for the purchase of the Supplemental Life Insurance.

D. Deferred Compensation

During the term of this Agreement, the City shall continue to contribute \$75/month plus 1.0% of salary per employee towards a City-offered deferred savings account selected by the employee. Employee contribution is optional.

E. Retiree Medical

The decision by the employee to participate or not in the Retiree Medical Benefit Plan is irrevocable.

During the term of the Memorandum of Understanding, the City shall continue the contribution of \$40.00 per month toward health insurance costs of retired City employees from FEA classifications who retired prior to July 1, 1990 with 20 years of City service.

For employees who elect to participate in the Retiree Medical Benefit Plan, all of the accumulated sick leave credit (see Section 7.E.) will remain with the City to pay health and dental premiums for the retiree and dependents.

- a. In the event the retired employee dies the spouse shall have 60 days to elect to continue coverage. The decision of the spouse to terminate coverage is irrevocable.
- b. In the event of a death of a retired employee's surviving spouse, any dependent who is participating in the city plan at the time of death of the retired employee's surviving spouse, may continue on the City health insurance plan at his/her own cost under COBRA regulations only, subject to plan restrictions and conditions.
- c. Upon exhaustion of the sick leave credit account, the retiree and/or surviving spouse may continue health and dental coverage by paying the premiums directly to the City.
- d. Retirees who do not qualify for the retiree medical benefit plan may continue health and dental coverage by paying the premiums directly to the City.

- e. For all retirees, once health and dental coverage is terminated, it cannot be later reinstated.

F. Retiree Health Savings Program

The City has established the MissionSquare Retiree Health Savings program. The Retiree Health Savings program has the following attributes: tax-free treatment of health benefits, tax-deferred treatment of earnings and payments, ability to charge any health premiums and unreimbursed health costs (not just City health plans), assets remaining after employee's death go to spouse/dependents.

Effective the first full pay period in January 2009, the City shall contribute \$50.00 per month per employee toward this program.

G. Short and Long-Term Disability

1. Short-Term Disability Insurance

The City administers the self-funded Short-Term Disability (STD) plan. The STD benefit schedule shall match the State Disability Insurance (SDI) schedule. The benefit commences after a 7-day waiting period, or immediately, if hospitalized. Coverage is for non-industrial injuries for a maximum of 180 days. An employee is eligible the first of the month after three (3) months' continuous employment. The employee will pay the monthly premium, which is currently \$6, and may be adjusted annually based on an actuarial study.

2. Long-Term Disability

Employees will be eligible the first day of the first month after date of hire. There will be a 180-day waiting period after the date of the injury or illness causing the disability before employees are eligible for benefits. The maximum benefit will be equal to 60% of salary, subject to the benefit maximum. The City reserves the right to change insurers at its sole discretion.

ARTICLE 9. UNIFORM ALLOWANCE/BOOT REIMBURSEMENT

A. Uniforms

The City will provide uniforms, shirts or coveralls to Public Works field crews. Other employees may be provided shirts or coveralls at the City's discretion. Cleaning or laundering of the uniforms or coveralls will be the responsibility of the employee. Departmental procedures regarding standards for upkeep and presentability, damage at work, replacement, and so forth, will govern uniform use.

Represented full time employees with a uniform allowance shall have that uniform allowance reported to PERS as part of salary. Classifications and amounts paid annually are as follows:

<u>Classification</u>	<u>Annual Amount</u>
• Code Enforcement Officer	\$875
• Community Service Officer	\$875
• Dispatcher I/II	\$875
• Lead Dispatcher	\$875
• Park Ranger	\$875
• Crime Prevention Specialist	\$875
• Crime Scene Investigator	\$875
• Fire Inspector I/II	\$875
• Fire Plans Examiner/Inspector III	\$875
• Fire Prevention Specialist	\$425
• Fire Department clerical	\$325
(includes Office Specialist, Office Assistant classifications, Administrative Technician I/II working full-time in the Fire Department)	

Subject to the discretion of the Department Head or designee, employees receiving a uniform allowance shall be required to wear their uniform while at work.

Payment for the uniform allowance will be made in two equal payments, which shall be issued the first pay date in June and the first pay date in December to each affected employee who has completed six (6) months of continuous service in an eligible assignment prior to the payment date. For those who have less than six (6) months of continuous service prior to the date of issuance, the allowance shall be pro-rated.

B. Boot Reimbursement

For employees required to wear boots, the City shall reimburse employees up to \$250 annually, provided the boots meet the following requirements: oil resistant soles, leather uppers, and ankle height or above. Receipts are required.

Reimbursements will be paid by a separate check and are not subject to payroll taxes.

C. Tools and Tool Allowance

The City will pay for reasonable replacement or repair of personal tools damaged at the work place in the normal course of business where such damage is not covered by tool warranties.

Eligible employees will receive an annual tool allowance of \$400, on the first pay date in June. Only those employees in the following classifications shall be entitled to such an allowance:

- Equipment Mechanic I/II
- Senior Equipment Mechanic
- Equipment Service Worker I/II

- Fire Equipment Mechanic I/II
- Senior Fire Equipment Mechanic

D. Prescription Safety Glasses

For employees required to wear safety glasses, the City shall reimburse employees up to \$300 every two years for prescription safety glasses. Receipts are required. Reimbursements will be paid by separate check and are not subject to payroll taxes.

ARTICLE 10. TUITION REIMBURSEMENT

Annual tuition reimbursement per calendar year shall be \$6,000. The City will provide a tuition and books reimbursement program for educational activities which are approved in advance by the Department Head, subject to reimbursement guidelines established by the City's Director of Human Resources.

ARTICLE 11. CERTIFICATION/LICENSE FEE

Employees who are required by the City as a condition of employment or continued employment to obtain state certification or licensing in the field in which they are employed by the City shall be reimbursed by the City for the actual cost of such certificate or license.

ARTICLE 12. RETIREMENT/PERS

A. PERS Benefits

The City's contract with the Public Employees' Retirement System (PERS) shall provide for the following benefits:

- 2.7% @ 55 retirement plan (21354.5)
- Death benefits — Basic Level (21532)
- 1959 survivor's benefit (Level IV) (21574)
- Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (21551)
- Industrial Disability Retirement for Miscellaneous Members (21151)
- PERS unused sick leave credit option (20965)
- Single highest year coverage (20042)
- Military service credit as public service (21024)
- Employee Sharing Cost of Additional Benefits (20516)

Effective July 1, 2012, the City shall adopt a two tier retirement system which shall apply to all employees hired after the effective date and subject to PERL. The benefits of the second tier are as follows:

- 2.5% @ 55 retirement plan (21354.5)
- Death benefits — Basic Level (21532)
- 1959 survivor's benefit (Level IV) (21574)
- Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (21551)

- Industrial Disability Retirement for Miscellaneous Members (21151)
- PERS unused sick leave credit option (20965)
- Three year average (20042)
- Military service credit as public service (21024)
- Employee Sharing Cost of Additional Benefits (20516)

Effective January 1, 2013 employees who are hired and are for purposes of PERS considered new employees as defined by PERL are eligible for 2%@62 with a three year average for final compensation. Employees in this group will pay 50% of the normal cost as determined by PERS.

B. Employee Contribution Rate

Effective the first full pay period in 2017 after Council approval, employees will pick up an additional .75 percent of PERS cost for a total of 9.75 percent. Effective the first full pay period of July 2018, employees will pick up an additional .75% of PERS cost for a total of 10.5 percent.

C. EPMC

In 2017, Employer Paid Member Contribution (EPMC) of .75 percent is reported to PERS as salary for PERS retirement purposes only.

D. Pre-Tax Employment Contribution

Employee contributions will be paid pre-tax under IRS section 414 (h) (2).

E. Social Security

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick-up" any portion thereof. If the City is forced to join Social Security, any new employees thereafter will be placed in a 2.7% at 55 PERS or other retirement plan in effect that coordinates benefits with Social Security. The City agrees to discuss with FEA the coordinated retirement plan at least thirty (30) days prior to implementation.

F. Medicare

All employees hired on or after April 1, 1986 shall contribute a portion of their gross salary (1.45%) for Medicare coverage as determined by federal regulations.

ARTICLE 13. LIGHT DUTY

Light duty may be provided for employees who are unable to work due to injury or illness from either industrial or non-industrial causation. Further, workers' compensation law and disability plans provide that an employee is not entitled to temporary disability benefits if suitable light duty work is available. The basic principles are as follows:

- The employee is temporarily not able to resume full duty, but is capable of performing some work duties.
- The employer may develop a light duty work assignment commensurate with the employee's temporary work restriction.
- If the employer is unable to offer light duty work, the employee is entitled to continued temporary disability benefits until the employee is able to resume normal duties, or is permanent and stationary, whichever is earlier.
- If the employee declines suitable light duty work, the employee is no longer entitled to temporary disability benefits.

It is the City's policy to temporarily provide light or modified duty work assignments, when possible, and in accordance with the MOU's, to all injured employees until they can return to full work status. However, the City is under no obligation to provide light or modified duty if there is none available.

A physician may return an injured employee to duty with work restrictions prior to releasing the employee to his/her regular full work duties. It is important that the treating physician understand the physical job demands of the injured worker in order to prescribe the proper work restrictions. The City must communicate to the treating physician the essential functions of the job classification so that necessary work restrictions may be determined. Risk Management consults with the physicians to provide this information on an as needed basis.

A "light duty" assignment is made when an employee's work restriction (s) can be temporarily accommodated within his/her normal duties. A "modified duty" assignment is made when an employee's work restriction(s) is considered to be permanent and their position duties are accommodated to allow for the work restriction.

Under this policy, Supervisors have the added responsibility to ensure that any and all work restrictions specified by the treating physician are rigidly adhered to and enforced during the period of light or modified duty assignment, and employees are required to adhere to the work restrictions. While on light or modified duty, employees will receive their regular rate of pay in most circumstances.

Light and/or modified duty assignments shall be considered flexible and adaptable to meeting the particular needs of both the disabled employee and the department. This may include assignments of less than eight (8) hours a day, frequent breaks, the use of modified work stations, and so forth. Each situation will be evaluated on an as-needed basis. The assignment of a light or modified duty position shall not be considered a permanent job placement.

If an employee is released by his or her treating physician to light or modified duty, Risk Management follows up with the department to determine whether the employee can be returned to work in a light duty mode. If the department does not have a light or modified duty assignment for the employee, the employee receives temporary disability payments for

industrial injury or illness, and may be eligible for short term disability benefits for non-industrial injury. The City may assign employees to light duty work in other departments or divisions provided that the work duties are appropriate for the skills of the employee and the work restrictions.

ARTICLE 14. GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is defined as an allegation by the Union or an individual covered by the Memorandum of Understanding (MOU) that the City has violated: (a) an express term of the MOU; (b) a written personnel rule or regulation in the City within the scope of representation of the MMBA; or (c) an established City policy governing personnel practices or working conditions within the scope of representation of the MMBA.

B. Purpose

The purpose of this grievance procedure is to ensure an orderly method whereby employee complaints are considered and resolved rapidly and fairly.

C. Exclusions from Grievance Procedure

Disciplinary actions (including without limitation dismissals, reprimands, suspensions, demotions or disputes concerning pay increases performance appraisals and layoffs are not subject to the grievance procedure.

D. Steps in the Grievance Procedure

It is the intent of the parties to deal with and settle grievances informally, promptly and fairly, and at the nearest practical organizational level.

Step 1: Informal Discussion

In any instance of grievance, the employee or employees concerned shall first make efforts to resolve such grievance informally with their immediate supervisor, manager, or person of authority to resolve the issue, within twenty (20) calendar days following the occurrence of the events on which the grievance is based or when the Union became aware of the events.

Step 2: Written Grievance

If a mutually satisfactory solution of a grievance is not reached at step 1, then the aggrieved party or Union shall submit a formal written grievance to the Human Resources Department within fourteen (14) calendar days of the informal discussion. The Department Head or other relevant City representatives shall meet with the employee or Union to ascertain the facts and attempt to resolve the grievance. The City shall have fourteen (14) calendar days in which to hold such meeting and officially respond to the grievance.

Step 3: Mediation

If the grievant is not satisfied with the City's response, the grievant shall have fourteen (14) calendar days to submit a written request for mediation. Such request shall be submitted to the Human Resources. The parties shall request from State Mediation and Conciliation Service a mediator they have jointly agreed upon. The Mediator's role is to assist the parties in reaching a mutually acceptable voluntary resolution to the grievance.

In the event either party does not believe that a settlement can be reached, Step 3 of the grievance procedure may be waived by mutual agreement of the parties and the matter shall be referred directly to an impartial arbitrator in accordance with Step 4 of this Section.

Step 4: Arbitration

If the grievance is not resolved at Step 3, the Union may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager or his/her designee. The request for arbitration shall be made in writing within fourteen (14) calendar days following the date of mediation.

In the event the parties are unable to agree on an arbitrator, the parties shall solicit from the State of California Mediation and Conciliation Service a list of seven (7) neutral arbitrators. After the receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one (1) arbitrator's name remains. Coin toss will choose the party to strike the first name.

The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

The Arbitrator shall determine relevancy, weight and credibility of testimony and evidence, and shall base his/her findings and recommendations on the preponderance of the evidence. The Arbitrator shall render in writing his/her recommendations as soon after the conclusion of the arbitration as possible. The Arbitrator's recommendations will be advisory and shall be submitted to parties. The City Manager shall consider the recommendation and render a final decision.

E. General Provisions

1. Requirements for Written Grievances

Grievances must contain the following information in order to be considered: (a) the grievant's name and classification; (b) a list of those specific policies or MOU provisions alleged to have been violated; (c) a statement of the facts and circumstances supporting the grievance; (d) a description of all relief

requested; and, (e) the address where the grievant wishes grievance responses to be postmarked or emailed.

2. Receipt of Grievance

Grievances may be hand delivered, sent via email or sent certified mail via US Post. If the grievance is transmitted by electronic mail the receiving party shall send a confirmation email upon receipt.

3. Time Limitations

If a grievant fails to advance the grievance to the next step, as specified in this procedure, the grievance shall be considered withdrawn. If the City fails to respond within the time specified in this procedure, the grievance shall be considered advanced to the next step. Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived or modified upon the written consent of all parties involved.

4. No Work Disruption

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance. Whenever reasonably feasible, grievances shall be handled during the regularly scheduled working day hours of the parties involved, and at a mutually convenient time for all affected persons.

5. Other Rights

This grievance procedure is without prejudice to any existing independent legal rights of FEA regarding contract enforcement.

6. No Retaliation

No party shall retaliate against any grievant, party or witness for exercising rights under this grievance procedure.

ARTICLE 15. WEINGARTEN RIGHTS

When a City employee is subjected to an investigative interview, and the employee reasonably believes that the interview could lead to disciplinary action, the employee is entitled to a union representative.

ARTICLE 16. DISCIPLINE PROCEDURE

As used in this section, working day shall refer to the working day of the party involved (employee, supervisor, Division Head, Department Head, City Manager and/or their designees), depending upon whose response or action is pending. Supervisors will handle disciplinary matters in a confidential, professional and respectful manner. Proposed discipline shall be for just cause. Probationary employees may not appeal terminations.

- A. Written reprimands may be appealed to the Department Head. The Department Head shall schedule a meeting with the employee and his/her Union representative upon request, but no later than fourteen (14) working days following the issuance of the written reprimand. The Department Head's response to the appeal shall be final. When issuing a written reprimand to an employee, copies will also be provided to the Department Head and the Director of Human Resources. The employee will receive two (2) copies of the reprimand, one for the employee and one for FEA. It is the employee's responsibility to provide a copy to FEA, if the employee wishes to do so. An employee who receives a written reprimand will have the option to submit a response to the Human Resources Department (and the Department Head) within 30 calendar days of receiving the written reprimand. The employee's response will be placed in his or her official Personnel File.
- B. For suspensions, demotions or terminations, steps 1-6 shall be followed:

Investigatory Process

The immediate supervisor may shall meet with an employee to discuss proposed discipline actions after notifying the employee in writing that such a meeting is being held for the purposes of ascertaining whether disciplinary action is appropriate. The following process shall be used should the supervisor move forward with an Intent to Discipline.

Disciplinary Process

1. Throughout the disciplinary process, the employee shall be provided copies of all documents that are provided to all appellate bodies and used in justification of the disciplinary action being recommended. When a Notice of Intent to Discipline is issued to an employee, names of all witnesses to alleged events shall be provided to the employee to whom the discipline is being imposed. After any investigatory meeting the supervisor shall notify the employee of the proposed discipline action by written notice containing the following:
 - a. A description of the proposed action and its effective dates;
 - b. A clear and concise statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based;
 - c. A statement advising the employee of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date;
 - d. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 - e. A statement advising the employee of the method and right to appeal and the time within which the appeal must be made.
2. If the employee disagrees with the proposed disciplinary action, he or she shall may, within ten (10) working days of the written notice, request a meeting with the supervisor recommending discipline to attempt to resolve the issue. In lieu of

requesting a meeting with the Supervisor, the employee may within the ten (10) working day period, notify the supervisor that the employee desires to respond to the charges at a Skelly Hearing. In such event, the steps set forth in paragraphs 3 and 4 will not apply, and the Department Head will schedule and conduct a Skelly Hearing at which time the employee may present evidence and argument concerning the basis and form of the proposed disciplinary action.

3. If the employee does not elect to forego the meeting with the supervisor, the supervisor shall confirm the results of the meeting in a memorandum to the employee. If the employee disagrees with the results, the employee may submit the matter to the employee's second level supervisor, if any, for discussion within ten (10) working days from the date of the memorandum. If the employee has no second level supervisor below the level of Department Head, the employee can appeal to step 5.
4. The second level supervisor shall meet with the employee within ten (10) working days from the date of the appeal. The supervisor shall issue his/her decision in writing within ten (10) working days of the meeting. If the employee disagrees with the supervisor's decision, the employee may appeal the decision to their Department Head within ten (10) working days of the date of the written response from the second level supervisor.
5. The Department Head or designee shall meet with the employee for the Skelly Hearing within ten (10) working days from the date of the appeal. The Department Head shall issue his/her decision in writing within ten (10) working days of the meeting. At that time, the disciplinary action may be imposed. If the employee disagrees with the decision of the Department Head, then the employee may appeal the disciplinary decision to the City Manager, within ten (10) working days of receiving the Department Head's decision. The City Manager will appoint a hearing officer who will conduct an administrative hearing concerning the merits of the appeal, subject to the following:
 - a. The hearing officer will be a neutral party from outside the organization.
 - b. The fees and expenses of the hearing officer and court reporter shall be borne by both parties. All Other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other;
 - c. A party requesting a transcript to the hearing shall bear the cost thereof;
 - d. The hearing officer shall hold a hearing and make a recommendation to the City Manager to sustain, modify, or reverse the disciplinary decision. A copy of the recommendation will be forwarded to the employee. The City Manager or designee will then issue a final decision within ten (10) working days of receiving the recommendation

and may, but is not required, to accept the hearing officer's recommendation.

6. This procedure does not constitute a waiver of the employee's right to request a review of the City's decision in a court of law pursuant to Code of Civil Procedure § 1094.5.

C. Time Limitations

If an employee fails to advance the appeal to the next level, as specified in this procedure, the appeal shall be considered withdrawn. If the City fails to respond within the time specified in this procedure, the appeal shall be considered advanced to the next step. Notwithstanding any provision in this section, any time limit or stage of procedure may be waived or modified upon the written consent of the parties

ARTICLE 17. LAYOFF

The City will discuss with SEIU/FEA thirty (30) calendar days in advance of implementation a Furlough, Voluntary Time Off and/or alternate work week schedule (e.g., 9/80 for City Hall) affecting FEA-represented employees.

In the event of layoffs, the City will use due diligence in carrying out the following items:

- Prior to implementing layoffs of FEA employees, the City shall consider its organizational and fiscal options.
- The City shall attempt to give at least 30 days' notice prior to layoff, and shall not give less than 14 days' notice.
- The City shall meet and confer with FEA concerning only the impacts or effects of layoffs.
- The City shall consult with FEA regarding possibilities to help laid off employees, such as referrals to job placement, retraining and/or outsourcing services.
- The City shall consult with FEA regarding the possibility of extending severance packages to laid off employees.

ARTICLE 18 LAYOFF PROCEDURE

A. Statement of Intent

Whenever, in the judgment of the City Council, due to lack of funds or lack of work, or reorganization, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted or the position may be reclassified. Such layoffs shall not be considered disciplinary actions for appeal purposes.

B. Notification

Employees to be laid off or demoted shall be given, at least fourteen (14) calendar days prior notice.

C. Employment Status and Order of Layoffs

Layoffs shall be made according to classification and employment status within a City department, as described in this policy. In each class of position, employees shall be laid off according to employment status in the following order: temporary, probationary and permanent. Employees serving a probationary period due to promotion shall be considered permanent status for purposes of layoff.

The layoff order for affected employees shall be determined by seniority.

D. Vacancy and Demotion

Except as otherwise provided, whenever there is a reduction in the work force, the following process shall be used in determining the position that the employee who is subject to layoff shall occupy:

1. A vacancy within the same classification or lateral classification once held by the employee within the same Department; if that is not available
2. A City-wide vacancy within the same classification or lateral classification once held by the employee; if that is not available
3. A vacancy in a lower level position which the employee once held within the same Department, or if no such position exists, then within the City.

E. Displacement of Less Senior Employees

In the event there are no vacancies as described in Section D, a permanent employee may have bumping or retreat rights within their current Department. Employees may displace only those employees who have less seniority in the same classification within their current Department and bumping shall not occur across Departments.

In order to retreat to a former or lower class, an employee must request displacement action in writing to the Human Resources Department within five (5) working days of receipt of notice of layoff. The Human Resources Department shall provide a form for such request. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class.

F. Seniority

In order to retreat to a former or lower class, an employee must request displacement action in writing to the Human Resources Department within five (5) working days of receipt of notice of layoff. The Human Resources Department shall provide a form for such requests. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees

retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class.

Seniority shall be determined by the most recent date of hire into any regular full-time or pro-rata bargaining unit position. In cases when an employee has a break in service for less than six months, their original hire date shall be used for the purposes of seniority.

In the event that two (2) or more employees have the same seniority date, the employee with the greater length of service in their current classification shall have greater seniority.

As soon as practical following the announcements of layoffs, the City shall provide the Union with a current Seniority list for all affected classifications.

G. Re-employment List

The names of persons laid off or demoted in accordance with these rules shall be entered upon a re-employment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the City Manager when a vacancy arises in the same or lower class of position before certification is made from eligible list. A copy of the re-employment list shall be provided to the Union within thirty (30) days of the layoff event.

H. Duration of Re-employment List

Names of persons laid off shall be carried on a reemployment list for two (2) years, except that persons appointed to permanent positions of the same level as that from which he/she was laid off, shall upon such appointments, be dropped from the list. Persons on a re-employment list shall have one opportunity to refuse reemployment before they are dropped from the list. Persons re-employed in a lower class shall be continued on the list for the higher position for two (2) years. All persons re-employed after one (1) year who originally completed their initial probationary period, shall be required to serve a six month probation period. Employees who are re-employed and never completed an initial twelve (12) month probationary period will be required to do so upon re-employment. Persons re-employed from this list shall have their seniority reinstated less the duration of their layoff.

ARTICLE 19. CROSS TRAINING

- A. Employees may apply for cross-training in another department or division provided that their department head, the receiving department head and the City Manager's office approve.
- B. Employees who wish to cross-train must complete the required application forms.
- C. Participants in the cross-training program shall not receive an increase in

compensation.

ARTICLE 20. TRANSFER PROCEDURE

Employees who wish to be considered for a transfer to the same job classification in another division or department should send a completed transfer form to the Human Resources Department indicating their desire to transfer. The appointing authority (Department Head) and Director of Human Resources will decide whether to approve the transfer, if a vacancy becomes available. Employees may need to complete an updated job application package. Employees may be interviewed as part of this process. Employees will update their request once annually, in order to be considered for transfer.

The City will continue to recruit both externally and internally for vacancies in classifications represented by FEA. Following budget cutbacks, the City Manager may direct Departments to conduct internal recruitments first prior to recruiting externally.

ARTICLE 21. RECLASSIFICATION PROCEDURE

DEFINITION:

Reclassification is warranted when an employee is working out of class, typically at a higher level. The length of time an employee works out of class before a reclassification can be approved will vary.

PROCESS:

1. Request for reclassification (from employee or from employee's supervisor) is submitted to Department Head. A Department Head may also initiate a request for reclassification.
2. The Department Head will submit a memo along with the reclassification request to Human Resources requesting a review of the reclassification request. A copy of the memorandum will be given to the employee. The memo typically covers the reason for the reclassification, a description of recommended higher classification, when the employee began performing these duties, and whether or not the employee meets the minimum qualifications of the classification.
3. The Human Resources Department will complete an analysis of the request, which may include talking to the employee(s) and supervisor, and performing a desk audit(s). Upon receipt of the completed questionnaire, the Human Resources Department will complete the analysis of the reclassification request within two months.
4. Once the Human Resources Department has completed the review, the Director of Human Resources or other staff prepare a memo to the Director of Human Resources with a summary of the request along with a recommendation. If Human Resources agrees with the reclassification, the recommendation memo lists the justification for the reclassification, the new job classification, the salary step and the effective date. A Personnel Action Form is attached to the memo.

5. The Director of Human Resources reviews the memo. If recommended for approval, the memo is forwarded to the City Manager.
6. The City Manager approves the reclassification recommendation and returns the document to the Human Resources Department.
7. The Human Resources Department notifies the Department Head that the reclass has been approved.
8. If the Human Resources Department does not recommend approval of a reclassification, a memo will be submitted to the Department Head and the employee with an explanation as to why the reclassification request is not being recommended.

ARTICLE 22. MISCELLANEOUS ITEMS

A. AB119 Union Access to New Employee Orientation/Member Information

In order to comply with AB 119 the parties have met and conferred and agree that the Union's inclusion in the new employee orientation (NEO) will be as follows:

1. The City shall provide the Union with at least ten (10) calendar days' notice of any NEO meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours, to the extent possible, in advance of the orientation meeting. This notification shall be sent via email to the recognized Union Representative, Chapter President and Chapter Secretary, which will include the name, job title and department of all newly hired employees scheduled to attend the City's NEO meeting.
2. Up to two (2) Union representatives shall be provided paid release time, not to exceed thirty (30) minutes, to meet in person with all newly hired employees. The Union representatives shall be provided up to thirty (30) minutes travel time to attend the NEO, if applicable. Union representative shall include SEIU Local 1021 Representatives and designated chapter officers, stewards and members. The Union shall provide the City with a list of chapter officers, stewards and members designated to attend NEO meetings on behalf of the Union.
3. The time and day agreed upon by the parties for NEO meetings is currently set for 11:00 a.m. on alternating Tuesdays.
4. Audio-visual equipment, if available, shall be provided for the Union representatives if requested by the Union forty-eight (48) hours in advance of the NEO meeting.
5. City representatives shall be absent from the room during any sessions or training conducted by the Union, during the NEO meeting.

6. If, for any reason, the Union representative(s) are unable to attend the scheduled NEO, the Union shall notify the City as soon as possible but no later than the morning of the NEO meeting. If Union representatives are not able to attend the NEO meeting, the Union will provide the City with a contact sheet to be provided to the new employee. If the newly hired employees have any questions about Union representation and membership, they will be directed to call the Union.
7. If the Union is unable to attend the scheduled orientation, the Union shall arrange with the newly hired employee an alternate time to meet in person within the first two (2) weeks of their employment. Each newly hired employee will be required to attend a make-up session with Union representatives, not to exceed thirty (30) minutes, during regular working hours and onsite, without loss of compensation during the first two weeks of employment. This time must be cleared by the employee's immediate supervisor. If, due to the shift or assignment of the newly hired employee, the make-up session cannot be scheduled during regular working hours, the City will authorize up to thirty (30) minutes of overtime for the Union representative and the newly hired employee, to be taken at the beginning or end of a shift during the first two weeks of employment, unless an exception is mutually agreed.
8. On a monthly basis the City shall provide the Union with an Excel (or similar) spreadsheet(s), sent via email, with a list of all employees (including newly hired). The list shall include: name, date of hire, bargaining unit, appointment type (full-time or pro-rata), job title, department, physical work location, work phone, home/cell phone, work email and personal email address. A separate report is sent to the Union monthly from Payroll with membership status (Full Dues, Fee Payer, Fair Share). The lists shall be provided to the SEIU Local 1021 membership department with a copy to the SEIU Local 1021 Representative. The Union shall provide updated contact information for such purpose.

B. Payroll Deduction and Pay over

The City shall deduct Union dues or fees and premiums for FEA sponsored insurance programs in conformity with State and City regulations. The City shall within fifteen (15) days' pay to the designated payee all sums deducted. It is further understood and agreed that Management shall not be required to deduct said dues and other deductions, or remit them to the designated payee, when an employee covered hereunder who has previously filed a written authorization requesting such deductions, requests in writing that Management cancel all or any portion of the deductions previously authorized. The City shall recognize any general dues increase as specified by the designated payee and shall be held harmless for any such pay over as stipulated above.

C. Productivity

Employees covered by this Agreement will cooperate fully with management in programs designed to increase the level of overall productivity of mutual benefit to the taxpayers.

D. Health and Safety

The City agrees to provide a safe and healthful work place by complying with all applicable local, state and federal health and safety laws and regulations. FEA agrees that all employees must also comply with applicable laws and regulations.

E. Retirement Planning

The City shall make financial planning available to employees represented by FEA.

Compliance with ADA and Other Civil Rights Laws: This MOU shall be administered and applied in a manner that complies with provisions of federal, state and local disability and anti-discrimination statutes. The City reserves the right to administer and interpret the agreement to ensure compliance with such laws. Whenever reasonably possible, the City will advise FEA of any upcoming improvements or alterations to the City's physical plant and grounds made pursuant to the Americans with Disabilities Act or other similar law, and will solicit FEA's input and suggestions regarding the matter. The City will meet and confer, where required by the Meyers-Milias-Brown Act, regarding the impact of any such improvements or alterations on FEA represented employees.

F. Compliance with ADA and Other Civil Rights Laws

This MOU shall be administered and applied in a manner that complies with provisions of federal, state, ad local disability and anti-discrimination statutes. The City reserves the right to administer and interpret the agreement to ensure compliance with such laws. Whenever reasonably possible, the City will advise FEA of any upcoming improvements or alterations to the City's physical plant and grounds made pursuant to the American with Disability Act or other similar law, and will solicit FEA's input and suggestions regarding the matter. The City will meet and confer, where required by the Meyers-Milias-Brown Act, regarding the impact of any such improvements or alternations on FEA represented employees.

ARTICLE 23. REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

In addition to employees already covered under the Department of Transportation (DOT) drug and alcohol testing, all FEA employees will participate in reasonable suspicion drug and alcohol testing, following the reasonable suspicion testing procedure in the City of Fairfield Substance Abuse Policy. In the event that two (2) supervisors or managers disagree on reasonable suspicion testing of an employee, every effort will be made to call in a third trained manager or supervisor to determine whether reasonable suspicion testing should be conducted.

ARTICLE 24. SEVERABILITY PROVISION

If any provision of this Agreement is held to be contrary to law by court of competent jurisdiction, such provision will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 25. CONTRACTING OUT

In the event the City contracts out any work that impacts FEA and its members, the City will provide a 45-day notice to FEA of such contracts that would eliminate FEA-represented positions and will meet and confer with FEA concerning only the impact or effects, if any, of such contracts on FEA. It is the intent of the City to try to accommodate affected employees, e.g., by attempting negotiations when reasonable to require contractors to hire displaced City employees. However, in no event shall this MOU be construed to hinder or prevent the City from achieving fiscal savings by contracting out.

ARTICLE 26. PRO RATA PART TIME

If the employee is required to work an average of 20 hours or more per week over twelve months, the employee shall receive pro-rated full-time benefits and the employee shall be entitled to dues check off and union representation.

ARTICLE 27. UNION SECURITY

- A. Every employee in the representation unit covered by this Memorandum of Understanding hired after September, 1994, shall, as a condition of employment, become and remain a member in good standing in the union; or pay to the union a monthly fair share service fee not greater than regular monthly dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organization, pay a sum monthly equal to service fees to a charitable fund chosen by the employee from the list of Napa-Solano United Way recipient organizations.
- B. SEIU shall be solely responsible for providing a legally adequate written notice in full conformance with the requirements of current case law to each new unit employee within thirty (30) days after date of hire informing the employee of the following:
 - 1. the dollar amount of the monthly membership dues;
 - 2. the dollar amount of monthly fair share service fee;
 - 3. the dollar amount of the monthly agency fee (the monthly service feelers expenses not legally chargeable to dissenting employees);
 - 4. the procedures for filing a dissent with FEA from payment of that portion of the monthly service fee representing FEA expenses deemed non-chargeable to dissenting employees under current case law;
 - 5. the procedure for challenging FEA's calculation of expenses chargeable to dissenting employees.

- C. FEA shall furnish the following to the City no later than 30 days after the hire date of a new unit employee: (1) a signed dues deduction authorization from each unit employee who has elected to become an FEA member; (2) the name of each unit employee who has filed a dissent with FEA from payment of the monthly service fee and who, therefore, is required to pay the agency fee; (3) the name of each unit employee who has filed with FEA a challenge which is pending to FEA's calculation of expenses chargeable under the fair share fee; (4) the name of each employee who has certified that he or she is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, and the name of the charitable fund to which the employee has chosen to direct a sum equal to the monthly service fee.
- D. For all unit employees hired after the final date of ratification, except in Paragraph F below, City shall deduct, based on the information provided by FEA pursuant to Paragraph C, one of the following from the pay of each unit employee:
1. FEA dues from each employee who has a signed dues deduction authorization on file with the Human Resources Department;
 2. the monthly service fee from each employee who does not have a signed membership dues deduction authorization on file and has not dissented from payment of the monthly service fee;
 3. the fair share fee from each employee who does not have a signed deduction authorization on file and who has either (i) dissented from payment of the monthly service fee or (ii) filed a challenge to the expenses chargeable under the fair share fee; or,
 4. an amount equal to the monthly service fee to be directed to a charitable fund from an employee who has certified that he or she is a member of a bona fide religion or sect who holds a conscientious objection to joining or financially supporting an employee organization such as FEA, as set forth in paragraph 1 above.
- E. The City shall deduct one of the amounts set forth in Paragraph D(1)-(4) above from the pay of a newly hired unit employee within 30 days of FEA providing the employee with a notice equivalent to that required by Paragraph B and the City with the information required in Paragraph C.
- F. The City shall not make a deduction required by Paragraph D above during any pay period when the unit employee from whose pay the deduction is otherwise required is in an unpaid status or does not have enough earnings to cover the dues or fees.
- G. FEA agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, or any other action arising from implementation or application of Paragraphs AF of this Section, provided, however, that no duty to indemnify, defend or hold the City harmless shall be imposed where the basis of the claim, demand or suit

arises from the negligence or intentional misconduct of the City or its authorized agents or representatives.

- H. All employees hired after the date of final ratification shall either become members of the Union (or exercise the options described in paragraph A and B) and shall remain members in good standing with the FEA. As of the date of final ratification to the M.O.U., some current employees in the representation unit covered by this M.O.U. are members of the Union and some are not. All current employees who are members of the Union shall maintain their membership in good standing with the Union for the full term of this Agreement.

Beginning the first full pay period in January 2009, the City will deduct COPE donations from employees who have elected to have such donations withheld from their paycheck. FEA shall be responsible for developing and disseminating the form.

**SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING
REACHED BETWEEN THE REPRESENTATIVES OF THE CITY OF FAIRFIELD
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION/FAIRFIELD
EMPLOYEES' ASSOCIATION**

City of Fairfield



David J. Gassaway
City Manager

1/5/23
Date

SEIU Local 1021/FEA



Del Mallory (Dec 17, 2022 12:21 PST)

Del Mallory
SEIU 1021 Area Director/Chief Negotiator

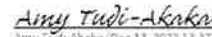
12/31/2022

Date



David Canham (Dec 13, 2022 09:18 PST)

David Canham
SEIU 1021 Executive Director



Amy Tudi-Akaka (Dec 13, 2022 11:37 PST)

Amy Tudi-Akaka
Negotiating Team Member



Stacy Hofacre (Dec 12, 2022 14:06 PST)

Stacy Hofacre
Negotiating Team Member



Adam Rudolph (Dec 13, 2022 15:34 PST)

Adam Rudolph
Negotiating Team Member



Darin Eltringham (Dec 13, 2022 12:16 PST)

Darin Eltringham
Negotiating Team Member



Teri Luchini (Dec 31, 2022 12:18 AKST)

Teri Luchini
Negotiating Team Member



Marcos Zepeda (Dec 28, 2022 12:03 PST)

Marcos Zepeda
Negotiating Team Member