

City of Greenfield

Memorandum Of Understanding

Between the

CITY OF GREENFIELD

And

**THE SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 521, CTW/CLC**

Representing the

City of Greenfield General Unit

JULY 1, 2013 – JUNE 30, 2015

SEIU 521
334 Monterey Street
Salinas, CA 93901
(831) 784-2560

MEMORANDUM OF UNDERSTANDING

Between the City of Greenfield and the
Service Employee's International Union
Local 521, CTW/CLC

July 1, 2013 - June 30, 2015

Article I. Preamble

This Memorandum of Understanding is entered into by the City of Greenfield, hereinafter referred to as the City, and the Service Employee's International Union Local 521, hereinafter referred to as the Union. This Memorandum of Understanding is subject to Section 3500 – 3510 of the Government Code of the State of California, otherwise known as the Meyer-Milas-Brown Act and Resolution # 74-44 of the City of Greenfield as presently written or modified.

Article II. No Discrimination

The City and the Union will cooperate in pursuing the policy of no discrimination pursuant to Federal and State Law.

The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the Union.

Article III. Recognition

Pursuant to Sections 3500 – 3510 of the Government Code and City Resolution # 74-44, the City certifies the Union as the recognized employee organization for a unit consisting of the following classifications: Customer Services Assistant, Mechanic, Mechanic Assistant, Office Specialist I, Office Specialist II, Office/Planning Technician, Public Works Crew Leader, Public Works Maintenance Worker and Public Works Office Specialist II.

Article IV. Prevailing Rights

The City agrees that any written right or working condition shall remain in full force and effect except those rights modified by this Memorandum of Understanding during the term of this Memorandum of Understanding.

The articles included in this Memorandum of Understanding constitute a full and complete understanding between the City and the Union on all matters within the scope of representation for the period stated of this Memorandum of Understanding.

Article V. City Rights

The City retains all rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management's rights, which include, but are not limited to:

- A. The exclusive right to determine the mission of its constituent departments, commissions, boards;
- B. Set standards and levels of service;
- C. Determine the procedures and standards of selection of employment, promotions and the extension of probation;
- D. Direct its employees;
- E. Establish and enforce dress and grooming standards;
- F. Determine the methods of and means to relieve its employees from duty because of lack of work or other lawful reasons;
- G. Maintain the efficiency of government operation;
- H. Determine the methods, means and numbers and kinds of personnel by which government operations are to be implemented;
- I. Determine the content and intent of job classifications;
- J. Determine methods of financing;
- K. Determine type and/or types of City-issued wearing apparel, equipment or technology to be used;
- L. Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- M. Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation of the City unless altered by the provisions of this Memorandum of Understanding;

- N. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- O. Establish and modify productivity and performance programs and standards;
- P. Discharge, suspend, demote, reprimand, without salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- Q. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- R. Final appeal of any disciplinary action, short of termination, shall be with the City Manager

Article VI. Agency Shop and Representation

- A. **Membership and Service Fee Status:** Unit employees shall have the right to join the Union if they choose but shall be required, as a condition of employment, to become Union members or pay an Agency Fee. Such dues or service fees in accordance with the SEIU Local 521 unified dues structure.
- B. **Payroll Deduction:** Unit employees electing to become Union members or to pay agency fees shall pay any applicable dues or agency fees via payroll deduction. The Employer will deduct each pay period Union membership dues or service fees from the wages of those employees. Any employee hired by the City in a position subject to the MOU shall be provided, by the City, with a Payroll deduction authorization form during their first pay period of employment (i.e., New Employee Orientation) advising the employee of the Agency Shop agreement with the Union and the requirement that all employees subject to the MOU must either join the Union or pay a service fee in lieu of membership dues to the Union. The City shall automatically deduct the service fee established by the Union the first pay period following the date of hire, unless the employee has provided a payroll deduction authorization form electing membership in the Union. If the employee has not properly completed the authorization form of his/her choice and returned said form to the Union within thirty (30) days of hire, the City shall continue to automatically deduct the service fee and thereafter until such time as a payroll deduction authorization form is properly completed and returned to the Union.
- C. **Reinstatement:** Upon reinstatement of any unit employee, or upon return from an unpaid leave of absence or recall from layoff, the employee shall have their deductions resumed based on the same status they had previously (member or fee payer). Those deductions shall resume on the first pay period in which they return to work.

- D. **Promotion/Change in Job Title:** Upon promotion or any change in job title or classification the employee shall continue to have their deductions continue based on the same status they had previously (member or fee payer).
- E. **Union membership** may only be changed by unit employees in the last year before the end of the existing MOU during the period of the last five working days in December. Notification to the Union must be by U.S. mail or hand delivered to the Union office at 334 Monterey Street, Salinas, CA 93901, and is received within the days listed above. Notification shall utilize the payroll deduction authorization form.
- F. The Union will forward to the Employer a copy of any payroll deduction authorization forms in a timely manner and the Employer shall forward to the Union any such authorization forms received on their end so that both parties can accurately assess the employees and their deduction selection.
- G. The Union dues or fees will be deducted each pay period and remitted, along with the list of names and employee numbers of those for whom the deductions were made to the Union by the 15th of the month following the month for which deductions were made. For any employee that a deduction of dues or service fees was not submitted to the Union a reason for non-deduction and any applicable information (i.e., separation date) shall be noted and submitted along with the deductions. This deduction report shall be submitted in an electronic format for importing and posting purposes.
- H. A comprehensive list of all employees covered by this MOU will be submitted by the City to the Union each quarter with the following information: Full Name, Home Address, Home Phone, Employee Number, Bargaining Unit, Job Classification, Department, Work Location, Work Phone, Hourly Rate or Salary, and Date of Hire. This list should be sent in an electronic format that both the Union and Employer agree upon.
- I. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee to SEIU Local 521. Such employee, however, shall be required to pay a monthly sum equal to the service fee to one of the charitable organizations as recognized by SEIU 521. Such payment shall be in the same manner and the same time as provided in the above Section. Such charitable contributions shall be made for the duration of employment or until the employee becomes an SEIU Local 521 member or pays the service fee.
- J. **Voluntary COPE:** Any member who chooses to contribute to the COPE fund may do so by submitting a COPE authorization form to the Union specifying the amount they choose to have deducted each pay period. Such authorization will stay in effect until the member requests in writing to the Union that such deduction shall be stopped. If any contributing member is no longer in a position subject to this

MOU their deduction will be stopped by the City and the Union will be advised both of the reason and their separation date. The Union will forward to the Employer copy of any such authorization forms requesting to start or stop any such COPE deductions. The Union agrees to provide the City with an updated dues structure at least one month prior to the effective date of the change. Questions regarding Dues Deduction should be directed to SEIU Local 521 staff.

- K. The union shall be entitled to designation of one Shop Steward and one alternate. Release time will be allowed for all official meet and confer sessions. Up to two (2) hours of preparation time will be allowed prior to such sessions in addition to actual time for meet and confer sessions. The City shall provide copies of all documents necessary for effective representation in the meet and confer process. For purposes of this section, copies may be provided in electronic form.
- L. The City shall provide the Union with bulletin board space at each work site.

Article VII. Salary

Effective with the signing of the Memorandum of Understanding by the City and the Union, the salary range for job classifications covered by this Memorandum of Understanding shall be:

Effective the pay period commencing July 28, 2013 the adjusted salary range for unit employees shall be restored by one percent (1.0%) as shown in Appendix A.

There will be no salary range wage adjustment or step increases in the second year of this contract.

A. Bilingual (Spanish) Incentive Pay

It is the policy of the City to pay bilingual pay. To be eligible for consideration, employees must be in a position in which they use their bilingual skills in the normal course and scope of their employment as approved by the City Manager. Eligible full time employees will receive \$130.00 of additional pay each month. To receive bilingual pay, employees must take and pass a proficiency test jointly established by the Union and the City to ensure they are capable of applying their verbal skills to the situation that requires Spanish bilingual skills. Public Works employees currently receiving \$25.00 monthly stipends shall receive a one-time cash payment of \$450.00.

B. Overtime Pay

Overtime pay is calculated in terms of work period-not a pay period. Employees will be paid one and one-half (1 ½) times their regular rate for any hours worked over forty (40) hours during any single period.

C. On-Call Pay

Public Works On-Call Pay shall be one hundred twenty-five dollars (\$130.00) per assignment period (week) plus one and one-half times (1½) times' compensation for hours worked. On-call employees must provide the City with a contact number which dispatch can call for service. No employee will be required to accept an On-Call duty assignment unless the City is unable to obtain a volunteer. Employees selected for On-Call duty will be selected from a list of available and willing employees.

D. Longevity Pay

In recognition of an employee's years of public service to the community, employees with ten years of continuous service shall receive a one-time lump sum payment equal to 3% of the annual base compensation beginning June 30, 2015 payable in the first pay period of July 2015.

E. Classification and Compensation

The City and the Union recognize that the Public Works Department has a small staff responsible for highly technical functions regulated by the State of California and other government agencies. In order to compensate employees for obtaining specialized licenses and certification (Appendix B), the City and Union agree to establish a Pay for Performance pay plan for Public Works Service employees who successfully obtain City approved Certifications and Licenses relating to the following areas:

- Wastewater Treatment Plant Operations
- Wastewater Treatment and Collection
- Water Treatment and Distribution
- Pesticide Application
- System Cross Connection

With the implementation of this program, the City agrees to provide financial support and professional training opportunities to assist qualified employees to obtain specified certifications and licenses outlined in Appendix C. Employees who currently receive compensation for any of the following certificates shall continue to receive payment during the term of this contract or until they advance to a higher pay grade which includes compensation for the following certifications and licenses:

- Wastewater Treat plant Operator - Grade I, II, III, IV
- Water Treatment Operator – T1, T2, T3, T4 & T
- Water Distribution Operator – D1, D2, D3, D4 & D5
- Back-flow Prevention General Test

- Cross-Connection Specialist
- Wastewater Treatment Plant Operator in Training
- Qualified Application Certificate – QAC
- California Driver's License Class A & Class B
- Heavy Equipment Operator
- General Irrigation & Landscaping Certificate

The Union and City agree that Pay for Performance effectively rewards and compensates employees for the effort and time devoted to obtain the appropriate certification and licenses. Once an employee advances to the next classification step at the higher salary range, any compensation received from individual certifications shall terminate.

F. Educational Reimbursement

To qualify for educational reimbursement, the employee must be a full time employee and the course selected must prepare the employee for future promotional opportunities and enhance their value to the City.

Each employee desiring to receive an educational reimbursement must attend the course on the employee's own time; complete the course satisfactorily with a passing grade of "C" or its numerical equivalent or better.

G. Working Out of Class Pay

A temporary five percent (5%) premium will be paid for services performed outside of the employee's job classification after 21 days of performing these additional duties. For purposes of this provision, prior approval shall be granted by the department head and City Manager that the employee is performing responsibilities beyond the relevant job classification. This temporary payment shall terminate once the employee resumes their standard duties.

H. Layoff Procedure

Section 1: Layoff Due to Lack of Work, Funds or Other Reasons

The City shall first meet and confer sixty (60) calendar days before with Union to collaboratively seek alternatives to layoff. When it is determined that all options have been exhausted, the City will purpose which class or classes shall be subject to lay-off. Before regular employees are separated due to lack of work, the City shall explore reasonable possibilities of reassignment.

Reduction in Force (RIF) includes the following:

- Temporary Reduction: Recall to work is expected within twelve (12) months.
- Permanent Reduction: Recall to work is not expected because the position has been eliminated, the contract has expired, the department has closed, or the reduction in force is due to budgetary constraints.

SECTION 2: Order of Layoffs

Whenever, in the judgment of the City, one or more positions are to be eliminated for reasons of lack of work, lack of funds, reorganization, or other reasons of economy or efficiency, an employee filling such position may be laid off, transferred or demoted without taking disciplinary action or the right of appeal. The order of such layoffs shall be based on seniority with the least senior employees in the classification being laid off first, provided that the following factors in the judgment of the City are substantially equal

- Years of service;
- Overall performance in City; and
- Special knowledge, skill, training, or experience.

Sixty (60) calendar days before the effective day of layoff, the City shall notify the employee in writing of the intended action indicating the reasons, and a statement certifying whether or not the employee's services have been satisfactory. A copy of such notice shall be given to the Department Director and the affected employee. If certified as having given satisfactory service, the name of the employee laid off shall be placed on an appropriate reemployment list.

Such non-disciplinary action shall not be subject to appeal. In the event of a reduction in force (RIF), or the reduction or elimination of a particular classification, there shall be no bumping into positions in which the employee does not qualify.

Article VIII. Benefits

A. Employee's Portion of P.E.R.S.

For employees employed by the City prior to January 1, 2013 but not an active plan participant for six months prior to their employment with a PERS agency, the City will pay the employees' contribution to the Public Employees' Retirement System (P.E.R.S.) (2%@55) of seven percent (7%), in addition to the City's contribution. For employees hired after January 1, 2013, employees are responsible for the 7% retirement contribution.

California State Government Code 7522.20 establishes a new tier for employees hired after January 1, 2013. Those employees are responsible for the 7% retirement contribution and will receive (2%@62) benefit formula with a full benefit of (2.5% @67) and a minimum retirement age of 52.

B. Health, Vision and Dental Insurance

Health Care

The City will provide basic and major medical, vision and dental care plan for all employees and their dependents, in accordance with the following schedule:

Employees shall contribute \$75.00 or \$135.00 per month toward medical coverage depending on the plan selected.

C. Life, Accidental Death and Dismemberment Insurance

The City shall pay for the premium of a twenty-five thousand dollar (\$25,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all unit employees.

D. Long Term Disability Insurance

The City shall pay for the premium for a long-term disability plan for safety employees as implemented in the Standard Insurance Long Term Disability Plan.

Article IX. Uniform Program

A. Office Staff

The City will annually provide each employee in the unit two (2) polo shirts with City logo to be worn during their hours of employment. Employees are prohibited from wearing their City issued shirts or uniforms at bars, night clubs or any other places that would bring discredit to the city. Any employee receiving a City polo shirt is responsible for applicable IRS tax obligation. The City reserves the right to prescribe the casual wear days and community events wherein uniforms will be worn. Maintenance of such uniforms shall be at the employee's expense. Replacement uniforms shall only be for on-duty damage.

B. Public Works Maintenance Staff

Employees will be provided (11) uniforms which will be worn while performing their work duties. The City will incur the costs for cleaning such uniforms on a weekly basis.

Employees must return all uniforms and any City issued property to the City upon separation of employment. Failure to do so will result in deduction from final check for missing uniforms or property.

Article X. Holidays

The City shall provide fourteen (14) paid holidays and they are specified as follows:

- January 1st
- The third Monday in January, observed as Martin Luther King Jr. Day
- The third Monday in February, observed as President's Day
- The last Monday in March, observed as Cesar Chavez' Day
- The last Monday in May, observed as Memorial Day
- July 4th
- The first Monday in September, observed as Labor Day
- The second Monday in October, observed as Columbus Day
- November 11th, observed as Veteran's Day
- The fourth Thursday in November, observed as Thanksgiving Day
- The day subsequent to the fourth Thursday in November
- December 24th, observed as Christmas Eve
- December 25th, observed as Christmas Day
- A personal holiday approved by the employee's supervisor.

To compensate employees for lost time due to the FY 2013 Furlough, employees will also receive paid holidays on Nov 25, 26 and 27, 2013 and December 23, 26 and 27, 2013.

Article XI. Miscellaneous

A. Vacation

1. Vacation Policy

The purpose of annual vacation leave is to enable each eligible employee to take a break from his work and return mentally refreshed. For this reason it is the intention of the City that vacations are taken, insofar as possible, in period of one week or more.

2. Vacation Accrual

All full time employees shall be credited with vacation time in relation to years of continuous service in accordance with the following schedule:

- a. **Less Than Five (5) Years.** For employees completing less than five (5) years of continuous service, six and two-thirds (6 2/3) hours for each month of service – ten (10) working days per year.
- b. **Five (5) or More Years.** For employees completing five (5) or more years of continuous service, ten (10) hours for each month of service – fifteen (15) working days per year.
- c. **Fifteen (15) or More Years.** For employees completing fifteen (15) or more years of continuous service, fourteen (14) hours for each month of service – twenty-one (21) working days per year.
- d. **Any further changes in vacation time will be set by resolution by the City Council.**

Vacation shall be credited on a prorated basis of the amount of time in which the employee is in pay status during that month. Vacation time shall be credited at the end of each month of service.

Employees must use one week of accumulated vacation time each year and may not acculturate more than 180 hours during any calendar year without the approval of the City Manager. Once the maximum accrual has been reached, the employee shall cease to accrue additional vacation until the balance is reduced below the maximum. Employees shall be paid for accumulated vacation time upon termination of employment.

3. Use of Vacation

Employees shall complete six (6) months of continuous service before becoming eligible to use accrued vacation leave unless the City Manager shall authorize the utilization of accrued vacation prior to the completion of this period. The scheduling of and duration of an employee's use of accrued vacation leave shall be approved by the department head. Employees shall not work for the City during their vacation in order to earn double compensation. Maximum vacation accrual shall be in accordance with City Rule 20

In the absence of a departmental policy approved by the City Manager, employees shall apply for vacation at least seven (7) calendar days before the requested effective date of vacation. Should the requests of two employees conflict, the supervisor may recommend to the Department Director changes to best accommodate all employees. Important criteria to

be considered by the supervisor are the classification and seniority of the employees, the dates on which the vacation requests were submitted and workload requirements.

4. Compensation in Lieu of Time Off

Each year an employee may request that the City purchase accrued vacation hours in excess of 80 hours. All vacation hour purchased shall be approved by the City Manager. All requests that the City purchase accrued vacation must be made by November 15th and will be paid by December 1st of each year. Payment of vacation hours shall be subject to the availability of funds as determined by the City Manager.

5. Holiday Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, such holiday shall not be charged as a vacation day.

6. Vacation at Termination

Employees separating their employment municipal service who have accumulated vacation leave shall be paid in the amount of accrued vacation to the date of termination.

7. Military Service – Vacation Pay-Off Exception

An employee who interrupts his municipal service because of extended military leave shall, upon the employee's request, be compensated for accrued vacation at the time the leave becomes effective.

B. Sick Leave

1. Statement of Policy

The purpose of sick leave is to provide an employee time off without loss of pay due to illness. Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be approved by the department head.

Sick leave shall be allowed and used only in the case of necessity and actual personal sickness or disability, medical or dental treatment, or in the case of an emergency illness in the immediate family. Immediate

family shall mean the spouse, parent, child, brother, sister or a close relative residing in the household of the employee.

2. Eligibility

No sick leave, unless authorized by the Personnel Officer, may be taken during the employee's probationary period. Sick leave time accrued for the initial six months of employment may be used after that period has been completed. In order to receive compensation while absent on sick leave, the employee shall notify the head of the department prior to the first day of absence. Notification shall be at least two (2) hours prior to the time set for the beginning of said employee's work shift. Department heads may, at their discretion, reduce the time period required for notification prior to absence and may grant exceptions to the notification requirement if an unreasonable hardship would be imposed on the employee.

When an employee is absent due to illness or injury for more than two (2) days, a physician's certificate shall be required stating the cause of the absence and attesting to the employee's ability to resume work. Five (5) days of sick leave shall be permitted in case of death of an immediate family (Spouse, parent, child, brother, sister or a close relative residing in the household of the employee)

3. Affidavit and Physician's Certificate

On every occasion for which sick leave is requested, regardless of duration, each employee shall file with the Personnel Officer an affidavit specifying the purpose for which the sick leave will be or has been used. The employee will state the particular reason for the use of sick leave, and sick leave pay will be only for the reasons set forth in Section 1 above. Detail must be sufficient enough for the City to reasonably assume the validity of the claim or to injury or illness.

Whenever an employee is absent for more than two (2) consecutive working days for any of the reasons set forth in Section 1, the employee shall provide a statement from a physician specifying that the employee was under treatment and incapacitated from work, or confirming the emergency illness of an immediate family member to qualify for sick leave as permitted in Section 1.

Notwithstanding the above, the Personnel Officer may require a physician's statement whenever repeated absences of two (2) days or less occur repeatedly.

4. Accrual

Sick leave shall be accrued monthly, beginning with the first month of employment, provided the employee has been in pay status for fifty (50) percent or more of the first or any month thereafter. Sick leave shall be added to the employee's sick accumulation account upon completion of each calendar month with no credit applied during the progress of the month for a portion of the month during which the employee terminates his City service. Sick leave shall be accrued at the rate of ten (10) hours per month for all City employees; an employee may only accumulate 650 hours of sick leave.

5. Deductions

Sick leave with pay shall be granted on an hour-for-hour basis. Calls for medical, dental or other similar practitioner's office which are made during working hours for other than job-related injuries shall be considered sick leave if they are longer than one (1) hour.

6. Incentives

Sick leave is a privilege that should not be misused. As an incentive to discourage misuse and encourage long term honorable active service, an employee who retires and/or resigns in good standing shall receive payment in direction proportion to the increments and percentages provided in the following formula:

- A. After five (5) years of continuous service and separation in good standing, ten (10) percent of accumulated sick leave.
- B. After ten (10) years of continuous service and separation in good standing, twenty (20) percent of accumulated sick leave.
- C. After fifteen (15) years of continuous service and separation in good standing, thirty (30) percent of accumulated sick leave.
- D. After twenty (20) years of continuous service and separation in good standing, forty (40) percent of accumulated sick leave.

C. Catastrophic Leave Program

The Catastrophic Leave Program allows permanent employees (those who have successfully completed their probationary period) under specified conditions to receive donated vacation leave from their co-workers when they are unable to work and are experiencing financial hardship as the result of a catastrophic illness or injury.

Eligibility

To qualify for participation in the program, employees suffering a catastrophic illness or injury must have an approved absence and expect to exhaust all paid leave credits. Paid leave credits include all sick leave, vacation, personal holiday credits, and compensating time off.

A catastrophic illness or injury is defined as a severe illness or injury that incapacitates an employee and creates a financial hardship once the employee has exhausted all paid time off.

Procedure for Participation

Only full-time employees with a minimum of one year of employment at the time of the leave are eligible to participate in the program. Employees who wish to receive benefits from the program must submit to Human Resources or their designee, a request to participate in the catastrophic leave program. The request will be reviewed to ensure that it meets the established criteria of the program. All requests for participation in the program must include:

- Name and work location of employee;
- Reason for the request and a physician's verification of the illness or injury of the employee or family member;
- Dates of absence;
- Specific date when leave credits are expected to be exhausted;

Human Resources will review the following factors and submit to the City Manager for final approval:

- Length of permanent employment.
- The amount of time already used for this specific situation.
- Patterns of sick leave previously used prior to the event.
- Eligibility for long-term disability insurance.
- The employee's work record and job performance.

The City Manager shall have sole and final discretion in the authorization of the vacation leave transfer. If approved by the City Manager, an announcement soliciting voluntary vacation leave donations will be sent to all employees of the City for requests that have been approved and meet the established criteria of the program

D. Leave Donation

Employees desiring to donate vacation leave credits are required to sign an authorization form indicating the amount of leave donated and the number of hours. Only vacation leave credits are eligible for donation. A minimum donation of one hour is required to a maximum of eight hours per employee. The contributing employee will be notified when the vacation leave is deducted from his/her account. A maximum combined contribution of 160 hours will be transferred into the employee's sick leave record. Any unused portion of the donated sick leave will remain in the contributing employee's record. Contributions in excess of 160 hours will be kept on file in the event the requesting employee has need beyond the initial request.

The City will transfer vacation leave credits, hour for hour, from the leave records of donating employees to the recipient's leave record. Donations will be credited to the recipient's record, and will be available for use, once all leave credits have been exhausted.

Employees who receive donated credits through this program will be required to use any leave credits they continue to accrue on a monthly basis prior to receiving credit from donations. At no time may a recipient receive more than 100% of their current salary while on leave. The City will not disclose the identities of the donors to the recipient. The use of donations for catastrophic illness or injury will be limited to a maximum of twelve continuous months for each occurrence.

E. Probationary Period

1. Objective of the Probationary Period

The probationary period shall be regarded as part of the examination process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the new position.

2. Probationary Period: Regular Appointment

All original and promotional appointments to the classified service positions shall be subject to a probationary period of six (6) months for all non-safety employees.

The City Council may, by resolution, establish a different probationary period for specified classes either directly or by approval of an employment contract.

3. Notification and Retention of Probationer

The Personnel Officer shall notify the department head of any probationer one month in advance of the completion of any probationary period. The department head shall recommend in writing to the Personnel Officer whether the probationer shall be retained, not later than two weeks before the end of the probationary period. In any event, the City Manager shall make the final determination whether or not to retain the probationer.

4. Rejection of Probationer

During the probationary period, period an employee may be suspended, demoted or terminated at any time by the department head with the approval of the City Manager without cause and without the right of appeal or to submit a grievance. Notification of rejection in writing shall be served on a probationer and a copy filed with the Personnel Officer.

5. Rejection Following Promotion

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which that employee was promoted, unless that employee is discharged from the classified service in the manner provided in these rules and regulations.

6. Promotion during Probationary Period

An employee promoted to a position with a greater maximum rate of pay than that of the employee's original appointment shall be deemed a new probationary employee and will commence the probationary period on the effective date of said promotional appointment.

7. Reappointments

Reappointments after termination will be considered as new employment, except for reappointment from a re-employment list where the reappointed employee had previously completed the probationary period in the position from which they were laid off.

F. Residency Requirement

All public works employee will be required to establish and maintain continuous residence in a location which permits them to respond in a reasonable time to an emergency call. This requirement will be met so long as the employee lives within twelve (12) air-miles of the Greenfield Corporation Yard. Employees are required to be in compliance with this requirement on or before the completion of their probationary period.

G. Drug Testing

All City employees are expected, as a condition of employment, to remain free of drugs or alcohol in the workplace. The City will not tolerate the use of illegal drugs by its employees, nor will it tolerate the use of any drug or alcohol which may imperil the health, safety, or well-being of its employees or the public. The City provides an Employee Assistance Program (EAP) to help employees and their families who suffer from alcohol or drug abuse, stress, or other mental or health problems. It is the personal responsibility of each employee to seek assistance from the EAP before drug abuse and alcohol problems lead to disciplinary action or interfere with job performance. Management may refer employees to the EAP at such time as they perceive an employee's job performance or attendance is deteriorating.

Pursuant to Federal Drug-Free Workplace Action of 1990, the City of Greenfield has adopted a policy setting forth the terms and conditions to establish and maintain a drug-free workplace. The policy, entitled "City of Greenfield Drug-Free Workplace," is incorporated in Personnel Rule 17, Section 6, Attachment A. Employees in this union shall be subject to this policy.

Post-Crash Testing - Employees will be subject to alcohol and drug testing when:

1. The employee contributes to or is responsible for an on-the-job preventable vehicular crash or;
2. Any time the driver receives a citation under state or local laws, or;
3. Personal injury or death is involved, or;
4. One or more motor vehicles incurring disabling damage as result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicles.

If it is not feasible to move an injured employee from a treating facility, specimens may be obtained at the treating facility following the procedures set forth by the approved laboratory and transported to an approved laboratory.

Any employee subject to post-crash testing who leaves the scene of an accident (unless it is prudent to do so for medical or notification purposes, or permission is granted by a supervisor or management) before testing is administered, drinks alcohol within eight (8) hours following the accident without first being tested, or fails to remain available for testing, will be deemed by the City to have refused to submit to testing. Such refusal will be treated as if the employee had received a verified positive for controlled substances or has an alcohol test result of .04 or greater.

H. Union Access

The union shall be given access to the workplace provided advance notice is given to the City and there is no disruption to business operations.

I. Performance Evaluation

There shall be a conference between the evaluator and employee prior to conduct of the final evaluation. The employee may attach a response to any evaluation.

J. Injury Illness and Prevention Program

The purpose of the City's Injury and Illness Prevention Program as contained in the Personnel Policy is to encourage employees to report unsafe conditions with accordance that City Management will take appropriate action(s). In correcting such conditions, the City displays a commitment to the safety and health of its employees.

The person responsible and with authority to manage the City's Injury/Illness Prevention Program will be the City Manager.

The Safety and Health Compliance Committee shall be composed of the following:

One Member – Administration

One Member – Police Association

One Member – Public Works Department

The committee shall meet on a monthly basis and not less than on a quarterly basis with the City Manager.

Article XII. Grievance Procedure

Grievance Defined

Grievance is defined as a complaint by an employee or a group of employees based on alleged violation, misinterpretation or unequal application of the provisions this Memorandum of Understanding by an employee or group of employees adversely affected thereby, but shall not include the following:

- A. Disciplinary actions as defined herein which shall be subject to appeal through the procedure Contained in this Agreement for the appeal of disciplinary actions;
- B. Complaints regarding Affirmative Action, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on age, race, color, religion, sex,

national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints;

- C. The exercise of any City rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this Agreement;
- D. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation;
- E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this Agreement.

No employee or group of employees may refuse to follow direction pending the outcome of a grievance. Employees in the unit will follow all directives, even if such directives are allegedly in conflict with the provisions of this contract. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Nothing in this Article or elsewhere in this agreement shall be construed to permit the Union to process a grievance on behalf of any employee without his consent.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. If an employee desires Union representation in presenting a written grievance, he shall not be required to discuss the written grievance, if a Union representative is not present. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention of the bargaining agent. The City will notify the Union of grievances that have been adjusted without Union representation and results thereof.

Limited Grievance Procedure Application

An employee shall be entitled to file a grievance which alleges that the City has failed to provide a specific condition of employment which is established by the Personnel Policies provided that the enjoyment of such right is not made subject to the discretion of the department head or the City, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

Time Limits

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing or in email.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

Failure of the aggrieved employee to file an appeal within the prescribed time limits for any step of the procedure shall constitute abandonment of the grievance.

One steward or one Union officer shall be allowed reasonable time off without loss of pay during his regular shift hours or investigating, presenting, and appealing grievances up to and including Step 3 of this procedure. The performance of this function by the Union representative shall in no way interrupt the normal functioning of the department. The Union agrees to guard against the use of excessive time or such activities which are authorized by this Agreement.

The City and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements which will automatically extend the time limits or the duration of the postponement. The steward will provide advance notice to supervision to allow planning arrangements to enable the representative time or investigative activity. When a steward desires to contact an employee who has a complaint, he shall first obtain oral permission from his supervisor and the aggrieved employee's supervisor. If permission must be denied at that particular time, the steward will be informed of the reason for the denial and when he can reasonably expect to contact the employee concerned. The steward will notify his supervisor upon his return to work.

A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. Time limits at any steps of the procedure may be extended by written mutual consent of the parties.

Grievance Procedure Steps

Step 1 - Discussion with Immediate Supervisor

The grievant shall first discuss the grievance with his/her immediate supervisor, or in his/her absence, the supervisor's designee. The Union or grievant will present the grievance in writing to the employee's immediate supervisor and/or division head (where applicable and determined by the department director) and a copy to the City Manager. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. Where mutually

agreed by the City and the Union, grievances involving more than one grievant may be filed directly at Step 2.

Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond to the grievant in writing within five (5) working days of the informal discussion between the grievant and supervisor.

Step 2 - Department Director

A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee or the union representative shall submit the grievance in writing to the department head within ten (10) working days after receipt of the immediate supervisor's verbal response. One (1) copy of the grievance shall be filed with the City Manager. Such written grievance shall:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
3. Indicate the date(s) of the incident(s) grieved;
4. Specify the remedy or solution to the grievance sought by the employee(s);
5. Identify the grievant and be signed by the grievant and/or the union representative;
6. Identify the person, if any, chosen by the grievant to be his/her representative.

B. No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the City and the grievant. The department head or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The department head or his/her designee shall deliver his/her written decision to the grievant and/or his/her representative with three (3) working days of the date of the grievance meeting. The department head's or his/her designee's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

Step 3 - City Manager

A. If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the City Manager, or his/her designee within ten (10) working days from the receipt of the department head's or his/her designee's written decision. Said grievance

appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory.

- B. The City Manager or his/her designee shall hold a meeting with the grievant within seven (15) working days of the receipt of the appeal.
- C. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to expedited arbitration, or arbitration as determined by the Union or the City. If an appeal for arbitration is not filed within fifteen (15) working days from the date of Step 4 answer, the grievance shall be considered settled on the basis of the Step 3 answer by the City Manager.

The City Manager or his/her designee shall deliver his/her written decision within ten (10) working days of the date of the meeting.

Step 4 - Expedited Arbitration (Pilot Program)

The City and the Union (collectively, "the Parties") agree to participate in a pilot program of an expedited arbitration process. The pilot program shall terminate with the expiration of the MOU, unless extended by mutual agreement.

- A. The grievances/disciplinary appeals to be referred to this process shall be determined by mutual agreement only. The Parties agree that this process shall be reserved for those cases of limited scope and limited impact.
- B. The arbitrator shall be mutually selected by the Parties. If the Parties cannot agree upon an arbitrator, the Parties shall request the State Mediation and Conciliation Service to furnish a list of seven (7) arbitrators. Any fee for the list will be shared equally by the Parties. The Parties shall alternately strike names until one (1) arbitrator remains.

PROCEDURES

The expedited arbitration hearing shall be conducted according to the following procedures, and the arbitrator will be responsible for enforcing them:

1. The agenda of grievances/disciplinary appeals to be heard by the arbitrator shall be determined by mutual agreement of the Parties in advance of the hearing. On the day of the hearing, the arbitrator will hear and decide as many grievances/disciplinary appeals on the agenda as can be reasonably presented in a normal work day.
2. Prior to the hearing, the Parties must mutually agree to a statement of each issue that will be decided by the arbitrator, or the case will not proceed through this process.
3. The grievant/appellant and his/her union steward will attend the hearing, and will not incur any loss of wages for attending.

4. Informal rules of evidence, with Parties stipulating to admission of three (3) exhibits from each side [a single "exhibit" may include or consist of multiple attachments, if the original did, or a series of copies reflecting the exhaustion of a remedy, e.g., a grievance form, plus Step 2 and 3 response letters, and an appeal letter].
5. Each party shall have one official representative, who shall not be an attorney, to give the opening and closing statements, and request a "point of order" if necessary. A "point of order" may be requested on occasion to clarify procedure, or to refresh a witness' memory. Each party may give short opening and closing statements (not to exceed 5 minutes for each).
6. One witness shall be allowed to testify for each party, limiting the presentation to 15-20 minutes for each side (not including responses to the arbitrator's questions). No direct or cross-examination will be permitted, but the arbitrator may ask questions at any time.
7. After each side has "rested" (i.e. concluded its presentation), the arbitrator shall be given time for deliberation and a closer reading of the exhibits, for approximately 20 minutes. The arbitrator will then announce a bench decision, with any qualifications or explanations. Each party's representative may ask up to two (2) short, follow-up questions to understand the arbitrator's rationale for the decision. Then the room will be promptly cleared in preparation for the next hearing.
8. The bench decision of the arbitrator shall be final and binding, but shall have no precedential value whatsoever. At the request of either party, the arbitrator may provide a one (1) page written decision within 30 days of the hearing.
9. There shall be no stenographic record, transcripts or recording of the hearing.
10. Pre and post hearing briefs are not allowed.
11. The arbitrator shall have no authority to add to, delete, or alter any provisions of the MOU or any supplementary agreements thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.
12. The arbitrator's fee will be evenly split between the Parties.

Step 5 - Arbitration

After receipt of the appeal to arbitration, the parties shall meet to select an arbitrator. If no agreement can be reached, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators. Each party shall have the right to unilaterally reject one list of arbitrators. Thereafter, a list may only be rejected by mutual

consent of the parties. Both the City and the Union shall have the right to strike two (2) names from the panel. The parties shall meet and alternately cross out names on the list. Lot chance shall determine who shall cross out first. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) working days by a joint letter from the City and the Union requesting that he set a time and place subject to the availability of the City and Union representatives.

- A. The hearing on the grievance shall be informal and the rules of evidence shall not apply.
- B. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.
- C. The arbitrator shall be requested to render his decision as quickly as possible.
- D. The arbitrator's decision shall be binding for the life of the Agreement. Neither the City nor the Union will be permitted to introduce any grounds or evidence to the arbitrator which was not previously disclosed to the other party.
- E. Should either party request a transcript of the proceedings, that party shall bear the full cost of the transcripts. If the arbitrator requests a copy, the costs shall be shared equally.
- F. The arbitrator's fee and expenses shall be shared equally by the City and Union.
- G. Each party shall bear the full cost of its legal representation at all levels of the grievance procedure. The City shall not pay any off-duty City employee covered by this Agreement for time spent in attendance at the arbitration hearing on behalf of the Union or grievant.
- H. In case of a grievance involving any continuing or other money claim against the employer, no award shall allow any alleged accruals for more than one (1) pay period prior to the date when such grievance shall be submitted in writing.
- I. In settlement of any grievance resulting in retroactive adjustment of pay and/or benefits, such adjustment shall be limited to a nine month period beginning with the date of the issuance of the

Notice of Meetings

The City shall be responsible for giving notice of meetings and conferences to all parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

Representation

- 1. The employee has the right to the assistance of one recognized Union Steward or union staff representative of the Union in the preparation and/or presentation of his/her grievance in Steps 1 through 3 of this procedure..
- 2. An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement

Only the Union may file for arbitration of a grievance.

1. A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement of the parties.
2. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.
3. The grievant(s) shall be allowed reasonable time to meet with a designated representative before and after a grievance meeting.

Grievance Withdrawal

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last took action on the grievance, with a copy to the Human Resources Division.

Grievance Resolution

If a grievance is resolved at Step 2 or 3 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the Step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

Consolidation

The City may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

The Union may file group grievances at the second step of the grievance procedure within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant by listing each person who claims to be adversely affected and all other data required in this article.

If a grievance involves multiple employees within the same unit/department with the same supervisor, the grievance shall start at step one (1).

Processing Grievances

The grievant and union representative (Steward) shall be granted reasonable time off without pay from regularly scheduled duty hours to process a grievance, provided that the time off will

be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

- A. The grievant shall not suffer any loss of pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- B. In no event shall a grievant be represented by more than one City employee at the grievance hearings. The Union may have an additional Steward in training present.
- C. Grievances may, by mutual agreement, be referred back for further consideration or discussion at a prior step, or be advanced to a higher step of the grievance procedure.

DISCIPLINE and DISCHARGE

Disciplinary Actions

The purpose of discipline is to improve employee performance. It is the policy of the City that discipline should be characterized as corrective rather than punitive. Accordingly, any necessary discipline shall be approached positively and in a spirit of fairness and equal treatment. Disciplinary actions should be utilized as an element of an overall program to educate employees and promote proper employee conduct. When circumstances permit, Department Directors are encouraged to pursue a philosophy of "progressive discipline" by administering gradually increasing disciplinary actions for each successive instance of employee misconduct. Each level of progressive discipline, from the written reprimand through dismissal, shall be consistent from division to division and shall follow a logical series of progressive steps, each step documented by supervisor's notes in an employee's personnel. Although internal consistency in administering discipline is desirable, numerous factors should be considered in determining the appropriate level of discipline to be assessed at each successive step. Some of the factors involved include, but are not limited to, the employee's length of service, time intervals between offenses, effectiveness of prior disciplinary actions, willingness to improve, overall work performance, job attitude, and disciplinary actions previously administered to other comparable employees for similar offenses. A repetition of the same offense or other serious offenses indicates that more severe disciplinary measures should be considered. This disciplinary action should reflect the totality of violations in considering the appropriate extent or degree of disciplinary action. When imposing disciplinary measures on a current charge, supervisors will not take into consideration prior infractions of the City or departmental rules and regulations which occurred more than two years previously. The City has further stipulated that certain offenses are of such a serious nature that immediate discharge upon first offense is applicable.

The City Manager or his/her designee may take disciplinary action against any employee in the service of The City provided that the rules and regulations prescribed herein are followed and that any permanent who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. As used in this section, "disciplinary action"

shall mean written reprimand, disciplinary review, reduction in salary, disciplinary demotion, involuntary leave, and dismissal.

- A. Progressive Discipline** – If it is necessary to take corrective action in regard to an employee's performance or conduct, the City agrees to use progressive discipline and to work with Union to develop a specific code of conduct. Constructive efforts will be made by management toward helping employees fully achieve satisfactory standards of conduct and job performance.

- B. Counseling and Guidance** – Counseling is not a form of discipline. In the event that an employee's performance or conduct is unsatisfactory or needs improvement, verbal or written counseling shall be provided, which shall come from a supervisor or manager in the employee's chain of command. The employee shall have the right to have a union representative present. Counseling is separate from ongoing worksite dialogue and should address specific performance or conduct which, if not improved, may result in further disciplinary action. Documentation of such counseling shall be given to the employee at the time of the counseling and will be placed in the employee's personnel file. When appropriate, verbal counseling shall precede written counseling, which shall precede more serious disciplinary action. The purpose of guidance and counseling is to encourage employees to improve their job performance, work habits, attitude, or behavior. Discussions of this nature are commonly used when an employee disregards work rules or a relatively minor nature. In issuing counseling and guidance, the employee's immediate supervisor shall identify and define the area in need of improvement and inform the employee how such improvement can be realistically achieved. A record of the discussion must be given to an employee in memo form and signed or initialed by both the employee and the supervisor as documentation that counseling was provided. Such counseling and guidance is not to be construed as a written reprimand nor will it be issued on a disciplinary form, nor will it be included in the employee's official personnel file

Notice of Proposed Disciplinary Action

In order to institute disciplinary action the employee's immediate supervisor or his/her designee shall serve notice of the proposed disciplinary action in accordance with the following procedures.

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for written reprimands) a Notice of Intent shall be provided to the employee, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of the action;

- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by SEIU Local 521, and the address and telephone number of the union office at 334 Monterey Street Salinas, CA 93901.

The employee has the right to the assistance of a union steward in addition to a staff representative of the Union in the preparation of his/her response to the notice of proposed disciplinary action. The Union may bring an additional steward for training purposes. Preparation of a response to the proposed disciplinary action shall not be done while on duty nor in a manner which promotes a hostile work environment for other employees.

Notice of Implementation of Discipline

In order to implement the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be provided to the employee, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C and D of above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action. City employees are expected to abide by, and may be disciplined for violation of either City or departmental rules and regulations. Recognizing that each instance of misconduct differs in many respects from somewhat similar actions, the City retains the right to treat each occurrence on an individual basis without creating a precedent for other cases which may arise in the future. Examples given in any rules do not limit the generality of the rules. The Union and the City agree the Code of Conduct jointed development will provide recommended progressive penalties to apply for specific offenses; however, the recommended penalties may be modified by management including a lesser or more severe penalty when extenuating circumstances are found. The City Manager shall appoint and, when deemed necessary for the good of the City shall suspend or remove any City employee.

Written Reprimand

An appointing authority or his/her designee may reprimand an employee by furnishing the employee with a statement, in writing, of the specific reasons for such reprimand. Supervisors shall inform employees promptly and specifically whenever their performance, attitude, work habits, or personal conduct, at any time, falls below a desirable level. In situations where guidance and counseling has not resulted in the expected improvement, or when an employee commits an offense requiring formal supervisory acknowledgment, an employee Disciplinary Action form must be issued specifically defining the nature of the infraction under the Code of

Conduct. The information should include a complete description of the incident of misconduct and refer to specific times, dates, locations, personnel involved, and rules violated. A copy of notice of the reprimand shall be given to the Human Resources for inclusion in the employee's personnel file, and shall be subject to limited appeal. The employee and/or his/her representative shall have the right to discuss the reprimand with the appointing authority or his/her designee. The appointing authority or his/her designee may correct the reprimand, or notice of reprimand, at his/her discretion. The employee may submit a written response that shall be placed in his/her personnel file.

The Performance Improvement Plan is intended to give the employee an opportunity to improve performance, and shall be in effect for a specified period of time, from one week to six months, but not to exceed six (6) months for each such instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, disciplinary action may be taken.

Administrative Leave

The City Manager may place an employee on administrative leave from his/her position at any time for reasons of investigation for disciplinary action. Such administrative leave shall be with pay. Written notice of such administrative leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such administrative leave is not a disciplinary action and shall not be subject to appeal.

Reduction In Salary

The City Manager may reduce the salary of an employee, for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date but shall not be eligible for advancement to a higher step in the salary range of his/her job classification for a period of six (6) months from the date such reduction in salary became effective.

Disciplinary Demotion

The City Manager may demote an employee, for disciplinary reasons, to any position with a lower salary range, provided the employee meets minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

Dismissal

The continued tenure of each employee who has permanent status shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

Absence without Leave Separation

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Nothing herein shall preclude the City from disciplining an employee for cause which consists of a course of conduct or history of performance.

Only full time employees, who are not on probation, shall have the right of appeal from disciplinary actions

In such cases the employee must, at the time of filing of the initial appeal, indicate which appeal procedure he/she is filing under. This designation of appeal procedure at the time of filing shall constitute a binding election of that appeal procedure and an irrevocable waiver and forfeiture of any and all rights of appeal under any other appeal procedure.

The written notice of appeal must:

- A. State the basis of the appeal.
- B. Be filed with the City's Human Resources designated office.
- C. Indicate which of the available appeal procedures the appeal is being filed. Appeals to arbitration shall only be filed by the Union.

Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration.

Within ninety (90) calendar days of the receipt of the appeal to the City and the Union shall agree upon an arbitration hearing date. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of arbitrators from the California State Mediation and Conciliation Service. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have the authority to determine any other issues not submitted to him.

The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer for the life of the Agreement. The arbitrator's fee and expenses, including cost of a transcript if so requested by the arbitrator, shall be borne by the losing party and shall be so stipulated by the arbitrator. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

Processing Disciplinary Appeals

The employee and union representative (**Steward**) shall be granted reasonable time off with pay from regularly scheduled duty hours to process a disciplinary appeal, provided that the time off will be devoted to the prompt and efficient investigation and handling of the appeal, subject to the following:

- A. Neither an employee nor an employee's representative who is a City employee shall suffer any lost pay for attending any regularly scheduled appeal hearing required by the procedure herein set forth.
- B. An employee or an employee's representative shall notify their supervisor as soon as possible of scheduled appeal hearings and of any changes in the time or date of scheduled hearings in which they must participate.
- C. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon conclusion of his testimony. Under this provision no more than one employee will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is a grievant or subpoenaed by the grievant against the City shall be compensated under this section.
- D. Arbitration proceedings will be held on City property, as mutually agreed.

Article XII. Term

The term of this Memorandum of Understanding shall commence on July 1, 2013 and shall expire on June 30, 2015. It is also agreed by both parties to initiate the subsequent meet and confer process in a time manner exchanging written proposals at least 60 days prior to the termination of this Memorandum of Understanding.

Article XIII. Re-Opener

The parties agree to meet and confer on any future health insurance premium increases that may occur upon the annual rate adjustment that normally occurs in March of each year. The City intends to attempt to maintain current premium levels for employees by way of plan modifications.

The parties agree to hold discussions during the contract period so as to consider any enhancements to the PERS retirement plan that is cost neutral to the City.

The City agrees to enter into discussions regarding the issue of increased staffing in lieu of the current proactive of contracting out for work in the LLMD areas. Such discussions will occur during the term of the agreement. Where such increased staffing in lieu of contracting out results in a cost savings to the City, such concept will be brought forth for consideration by the City Council.

Article XV. Savings Clause

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by Judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the City and the Union agree to meet within 30 days for the purpose of meeting and conferring upon said article or section.

FULL UNDERSTANDING MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding, agreements or past practice by the parties, whether formal or informal, in writing or verbal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The City assures the Union that unless changes are warranted by operational or financial necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and contained in this Memorandum.

Except as specifically prodded herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Manager, or if appropriate, the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

If, during the term of this Agreement, and impasse is reached during the course of negotiations over wages, hours, or other terms and conditions of employment and the Union may request that the disputed differences be submitted to a fact finding panel. At the end of the fact finding process, the City may impose its last, best, and final offer but only after holding a public hearing.

hours and working conditions which are subject to meet and confer and contained in this Memorandum.

Except as specifically prodded herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Manager, or if appropriate, the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.


If, during the term of this Agreement, and impasse is reached during the course of negotiations over wages, hours, or other terms and conditions of employment and the Union may request that the disputed differences be submitted to a fact finding panel. At the end of the fact finding process, the City may impose its last, best, and final offer but only after holding a public hearing.

Date: 7.2.2013


Date: 7.2.2013

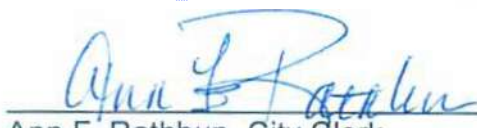
SERVICE EMPLOYEE'S
INTERNATIONAL UNION
LOCAL 521

CITY OF GREENFIELD


L. Joel Hill, Internal Organizer


Susan A Stanton, ICMA-CM
City Manager


Leopoldo Trujillo,
Bargaining Team Member


Ann F. Rathbun, City Clerk


Carmen Lorenzana
Bargaining Team Member

Appendix A
CITY OF GREENFIELD
MONTHLY SALARY SCHEDULE

SEIU Employees

<u>Position</u>	<u>Range</u>	<u>Current w/ Furlough</u>		<u>FY 2013-14</u>		<u>FY 2013-14</u>	
		<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Police Services Technician I	11	2368	3022	2,392	3,052	2,392	3,052
Customer Services Assistant	12	2428	3098	2,452	3,129	2,452	3,129
Office/Planning Technician Office Specialist II Police Services Technician II Public Works Office Specialist II	19	2686	3683	2,914	3,720	2,914	3,720
Public Works Service Worker Public Works Service Worker I Public Works Service Worker II Public Works Service Worker III Public Works Service Worker IV	21	3031	3869	3,062	3,908	3,062	3,908
		N/A	N/A	3,583	4,044	3,583	4,044
		N/A	N/A	3,833	4,206	3,833	4,206
		N/A	N/A	4,167	4,416	4,167	4,416
Mechanic	24	3265	4167	3,298	4,208	3,298	4,208

Appendix B

Public Works Service Worker

Pay for Performance Incentive Plan

	FY 2012-13		FY 2013-14		FY 14-15	
	Min	Max	Min	Max	Min	Max
Public Works Service Worker I	36,377	46,427	36,740	46,891	36,740	46,891
Heavy Equipment Operation Lift Operator Class A Drivers License Flagg Safety Confined Space						
Public Works Service Worker II	n/a	n/a	43,000	48,532	43,000	48,532
Career Tract A: Water Distribution 1 Back Flow Certification Qualified Applicator Certified Career Tract B: Wastewater Operator In Training Wastewater Collection 1 Qualified Applicator Certified						
Public Works Service Worker III	n/a	n/a	46,000	50,474	46,000	50,474
Water Distribution 2 Water Treatment 1 Wastewater Treatment 1 Wastewater Collection 2						
Public Works Service Worker V	n/a	n/a	50,000	52,997	50,000	52,997
Water Distribution 3 Water Treatment 2 Wastewaste treatment 2 Wastewater Collection 3 Cross Connection						

APENDIX C

PAY FOR PERFORMANCE TESTING AND CERTIFICATION REQUIRMENTS

PW Service Worker I	PW Service Worker II	PW Service Worker III	PW Service Worker IV
Minimum Requirements	WATER DISTRIBUTION -1	WATER DISTRIBUTION-2	WATER DISTRIBUTION-3
Heavy Equipment Operator, Lift Operator, Class A Driver License, Flag Safety and Confined Space Training	HIGH SCHOOL OR GED	HIGH SCHOOL OR GED AND COMPLETION OF: FUNDAMENTS OF WATER SUPPLY	POSSESSION OF WATER DISTRIBUTION 2 FOR TWO YEARS AND COMPLETION OF CLASS 1)WATER DISTRIBUTION AND 2)SMALL WATER SYSTEMS
	CWEA WASTEWATER COLLECTION -1	CWEA WASTEWATER COLLECTION -2	CWEA WASTEWATER COLLECTION -3
	LEAST ONE YEAR WORKING AS A COLLECTION SYSTEM MAINTENANCE (TECHNOLOGIST)	HOLD GRADE 1 COLLECTION SYSTEM MAINTENANCE I CERTIFICATE FOR ONE YEAR AND Two Years of Collection System Maintenance	HOLD GRADE 2 COLLECTION SYSTEM MAINTENANCE CERTIFICATE FOR ONE YEAR
	QUALIFIED APPLICATOR CERTIFIED		
	APPLY AND Pass TEST administered by State of Cal Department of Pesticide		
	CLASS A	WATER TREATMENT -1	WATER TREATMENT -2
	160 HOUR/ Driver Training COURSE HANDS ON DRIVING TEST AND WRITTEN TEST DMV	HIGH SCHOOL OR GED REQUIRED TO APPLY FOR TEST	HIGH SCHOOL OR GED AND ONE CLASS WATER TREATMENT PLANT OPERATOR
	GENERAL BACKFLOW TESTER		CROSS CONNECTION
	40 Class: General Back flow Tester PLUS PRACTICAL HANDS ON TEST AND WRITTEN TEST		PASS TEST "CROSS CONNECTION CONTROL SPECIALIST PLUS THREE YEARS BACK FLOW TESTER CERTIFICATE
	WASTEWATER OIT	WASTEWATER -1	WASTEWATER -2
	An average of 40 hours worked per week by an operator or operator-in-training at a wastewater treatment plant while performing job duties that meet the definition of qualifying experience. Any used paid vacation or sick leave earned as a result of hours spent performing job duties that meet the definition of qualifying experience may be counted toward full-time employment. In no case, however, may an operator or operator-in-training be considered to be working full time if he or she spends less than 1,800 hours per year performing duties defined as qualifying experience	MUST HAVE COMPLETED THE WASTEWATER OPERATOR IN TRAINING REQUIREMENTS	an average of 40 hours worked per week by an operator or operator-in-training at a wastewater treatment plant while performing job duties that meet the definition of qualifying experience. Any used paid vacation or sick leave earned as a result of hours spent performing job duties that meet the definition of qualifying experience may be counted toward full-time employment. In no case, however, may an operator or operator-in-training be considered to be working full time if he or she spends less than 1,800 hours per year performing duties defined as qualifying experience
	HIGH SCHOOL OR GED AND WASTEWATER PLANT OPERATOR I		
18 Months in Grade	MINIMUM 2 YEARS AS A GRADE PW-TRAINEE	MINIMUM 2 YEARS AS A GRADE PW-II	MINIMUM 3 YEARS AS A GRADE PW III



SEIU 521 Offices

Debbie Narvaez
Region 2 Director
Debbie.narvaez@seiu521.org
P: (831)-784-2561

Luisa Blue
SEIU Local 521
Chief Elected Officer
Luisa.blue@seiu521.org

Matt Nathanson
Region 2 Vice President
mattn@coho.org

Salinas Office
334 Monterey Street
Salinas CA 93901
P: (831) 784-2560
F: (831) 757-1863

Contract Enforcement
Office (CED)
P: (831) 784-2560
F: (831) 757-1863

San Jose Office
2302 Zanker Road
Salinas, CA 93901
P: (408) 678-3300