

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF SCOTTS VALLEY**

**and**

**SCOTTS VALLEY MUNICIPAL EMPLOYEES, SEIU LOCAL 521**

**July 1, 2011- June 30, 2014**

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**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF SCOTTS VALLEY**  
**and**  
**SCOTTS VALLEY MUNICIPAL EMPLOYEES SEIU, LOCAL 521**

**JULY 1, 2011 - JUNE 30, 2014**

**1.00 PREAMBLE**

The Memorandum of Understanding between City of Scotts Valley and Scotts Valley Municipal Employees SEIU Local 521 ("Agreement") is entered into and by the City of Scotts Valley (hereafter referred to as the "City") and the Scotts Valley Municipal Employees, SEIU Local 521 CTW-CLC (hereafter referred to as the "Union"). "EMPLOYEE" defined for the purpose of this agreement shall mean an EMPLOYEE assigned to a classification within the Scotts Valley Municipal Employees Unit, SEIU Local 521 as delineated in Appendix A.

The City and the Union (occasionally referred to herein as "Parties") have met and conferred in good faith through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment for the period of July 1, 2011 through June 30, 2014.

This contract is subject to Sections 3500-3510 of the Government Code of the State of California and Resolution No. 680.7 (Personnel Rules and Regulations), of the City of Scotts Valley. In the event of conflict between this contract and City Resolution No. 680.7, this contract shall prevail.

Any past practices, policies or agreements not specifically addressed in this Memorandum of Understanding shall continue to apply in full force and effect.

The parties will begin reopener negotiations pursuant to Article 10.01 no later than June 1, 2012 and June 1, 2013

The parties will begin negotiations for a successor agreement no later than April 1, 2014.

**2.00 RECOGNITION**

Pursuant to Sections 3500-3510 of the Government Code of the State of California, the City recognized Service Employees International Union, Local 521 as the exclusive bargaining representative of the Scotts Valley Municipal Employees Unit consisting of all regular full time EMPLOYEES and regular part-time (1040 hours per year or more) EMPLOYEES listed in the representational unit, except those limited by State or Municipal Codes.

### **3.00 NO DISCRIMINATION**

There shall be no discrimination because of a person's political, religious or Union affiliation or belief, non-affiliation or non-belief, race, color, age, sex, national origin, disability, medical condition, genetic characteristic, martial or military status, or sexual orientation.

### **4.00 RELATIONSHIP AFFIRMATION**

The Union recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of Scotts Valley, consistent with its obligations to the workers it represents. The City and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

### **5.00 AGENCY SHOP**

Each employee in the bargaining unit shall contribute to the cost of administration of this Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. As a condition of continued employment, all employees shall pay either Union membership dues or an equivalent service fee. Such payments shall be made by payroll deduction only.

New employees shall authorize a payroll deduction either for Union membership dues or an equivalent service fee within thirty days from the date of hire; provided however, any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall upon verification of active membership in such religion, body or sect, satisfactory to the Union, be permitted to make charitable contribution equal to Union dues to a non-religious, non-labor charitable fund exempt from taxation under IRS Code 501(c)3. Such contribution shall be by regular payroll deduction only.

#### **5.01 Deductions**

The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions from the monthly pay of employees.

The service fee shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such amount to the Union in a timely manner, with the exception of charitable contributions which shall be remitted to the Santa Cruz Chapter of the American Red Cross, the Santa Cruz Society for the Prevention of Cruelty to Animals, United Way or the Santa Cruz Community Action Board, at the choice of the employee.

The Union shall indemnify and hold City harmless from any and all claims, demands, suits or any other action arising from its deductions for dues, insurance, or benefit programs of the Union.

The City shall provide the Union monthly with the names and addresses of all workers within the representation unit. Such lists shall be provided without cost to the Union. All information, including dues payments, shall be recorded on computer disk and provided to the Union once a month, as soon as practical. Addresses shall not be supplied of those workers who request the City in writing not to provide such information. A copy of such request shall be forwarded to the Union. The City shall provide the Union a copy of bargaining unit member status every other payroll period.

### **5.02 Vote to Rescind Agency Shop Provision**

- a. A request for such a vote is supported by a petition submitted to the City's Employee Relations Officer (City Manager) containing the signatures of at least 30% of the EMPLOYEES in the unit covered by Section 5.00. An EMPLOYEE signature will be counted only if the EMPLOYEE is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition.
- b. The vote is by secret ballot of employees in paid status on the 1<sup>st</sup> day of the pay period preceding the election.
- c. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term. The vote shall be conducted by the California State Mediation & Conciliation Service and is at no cost.

### **5.03 C.O.P.E. Deduction**

The City agrees to the establishment of a payroll deduction program for voluntary EMPLOYEE contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions:

- a. Voluntary deductions for C.O.P.E. shall be withheld only if the EMPLOYEE so authorizes in writing on a form provided by the Union and approved by the City.
- b. Payroll deductions shall commence on the second pay period after the authorization is received by the City.
- c. EMPLOYEES may sign up, change the amount of their contributions or discontinue their contributions at any time.

d. Charges by the City for the cost of administration of the program shall be paid for by the Union.

e. The Union shall indemnify, defend and hold the City, its officers and EMPLOYEES harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this section.

#### **5.04 Bulletin Boards**

The Union shall be provided use of adequate and accessible space on bulletin boards for communications at the following locations: City Hall, Wastewater Treatment Plant, Corporation Yard, Recreation offices, and any new work sites agreed upon by the City and Union.

#### **5.05 Relevant Materials**

The Union shall have the right to review at reasonable times and receive upon request, without cost, copies of any and all current materials prepared, excluding privileged information, relating to wages, hours, and other terms and conditions of employment, which are relevant for SEIU to fulfil its duties and obligations as the exclusive representative of unit EMPLOYEES covered by this contract. The Union shall be given reasonable notice and given the opportunity to meet and confer with the City management prior to the adoption of a written ordinance, rule, resolution or policy related to the scope of representation. Reasonable notice shall be considered to be ten (10) working days.

#### **5.06 Visits By Union Representative**

Representatives of the Union shall be permitted access to City facilities for the purpose of contacting members concerning Union business upon notifying the site administrator. Contact with workers will not interfere with the work of the department. Access shall be restricted to non-working hours, except lunch and break periods and for the processing and investigation of grievances and disciplinary appeals.

#### **5.07 Stewards**

The Union shall designate shop stewards. The Union shall be allowed one steward for each job site. The Union will notify the City of the names and department of the elected stewards and alternate stewards within thirty (30) days of ratification of this Agreement and will provide periodic listings of these stewards and alternates. Stewards shall be allowed a reasonable amount of paid release time for the purpose of processing and investigating grievances and disciplinary appeals as long as there is no disruption of work. Stewards and Union Officers shall not conduct Union business on City time except for the above purpose or where mutually agreed upon by the Union and City. Stewards



must first obtain permission from their supervisor before leaving their work or work location. Permission will not be unreasonably denied.

Shop stewards shall be provided four (4) hours paid release time each calendar year for the purpose of training on the MOU and its application. Such release time shall be approved in advance by the shop steward's supervisor.

### **5.08 Union Negotiators Release Time**

Union negotiators shall have the right to receive reasonable periods of release time without loss of compensation for meeting and negotiating or meeting and conferring with representatives of the City. The amount of such release time shall be by mutual agreement.

#### **5.08.01 Negotiating Team**

Union's negotiating team shall be comprised of the Union's Field Representative and up to five (5) EMPLOYEES including an alternate.

### **5.09 Notification of Union Coverage**

When a person is hired in any classification represented by the Union, the City will notify that person that SEIU Local 521 is the recognized bargaining representative for the workers in said unit. A shop steward or Union representative will have time during new employee orientation to meet with each new employee during work time to provide that person with a copy of the current contract.

### **5.10 Memorandum of Understanding - Printing and Distribution**

The Union will print copies of this Memorandum of Understanding and provide 20 copies to the City.

### **5.11 Contracting Out**

The City will notify the Union in writing at least thirty (30) days in advance if it intends to contract out work currently performed by EMPLOYEES within the unit. No bargaining unit member will be laid off as a result of contracting out. Upon request, the City will meet with the Union to explain the reason to contract out and to solicit Union views on the proposal. City will make reasonable efforts to avoid the elimination of bargaining unit EMPLOYEES on the payroll. The City retains the right to contract out work. Exempt from this provision is the filling of temporarily vacant positions with anticipated vacancies of less than 30 calendar days created by an illness, injury, termination or vacation.

## **6.00 MANAGEMENT RIGHTS**

The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, divisions, commissions and boards; set standards of service; determine the procedures and standards for recruitment and selection of EMPLOYEES within the law; direct its EMPLOYEES; take disciplinary action; relieve its EMPLOYEES of duties because of lack of work or for other good reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations will be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; and to develop positive and productive employer/EMPLOYEE relationships. These rights shall not be limited except as specified in this agreement.

## **7.00 PERSONNEL RULES/ACTIONS**

### **7.01 Personnel Rule Revision**

It is the City's intent, subject to meeting and conferring with the Union on the proposed changes, to review and where appropriate revise its Personnel Rules and Regulations.

### **7.02 Probationary Period**

The probationary period for newly hired EMPLOYEES shall be twelve (12) months. The probationary period for promoted EMPLOYEES shall be six (6) months. During the six (6) months probation period for promoted EMPLOYEES, the EMPLOYEE has the right to return to his/her former classification.

### **7.03 Seniority**

Seniority shall be defined as paid hours of continuous service, exclusive of overtime. City will consider, in the recruitment process, qualified existing EMPLOYEES for the filling of vacancies.

Notice of all job vacancies that are open to the public must be posted on the union bulletin board for a period of five (5) business days prior to the final filing date of any position so that qualified EMPLOYEES may have an opportunity to apply and be considered for the position.

### **7.04 Performance Evaluation**

A uniform system of appraisal shall apply to all performance evaluation reports. The system utilized shall insure that each employee is evaluated only upon factors which bear directly upon job performance. These factors may include, but need not be limited to: quantity and quality of work; initiative and judgment

demonstrated; conduct; and attendance. In addition to ratings based upon individual factors such as those named above, a final rating shall represent an aggregate, overall rating of the employee's performance during the rating period. The primary purpose of the evaluation report is to provide both the employee and departmental management with a current assessment of the individual's development. These performance ratings shall also be utilized for: -Determining fitness for appointment to permanent status.- Determining advancement to higher steps in the salary range.- As a guide in awarding promotions.- As a record in matters involving disciplinary action.- As the determining factor in effecting layoffs where seniority is equal among two or more employees. Determining eligibility for reinstatement.

Performance evaluations shall be presented in an evaluation conference with the immediate supervisor and employee, unless the employee is unavailable due to extended leave, in which case it will be mailed to the employee, according to the following schedule: 1. Upon completion of probation, and

2. On the employee's annual pay anniversary date. Each employee's supervisor is responsible for evaluating the employee's performance in writing and presenting the evaluation to the employee within 60 calendar days of the performance evaluation due date. Any evaluation not presented within 60 calendar days of the due date will automatically result in an "Effective - Meet Standards" evaluation. If a step increase is based upon the evaluation and the evaluation is not presented within 60 calendar days of the due date, the evaluation will automatically result in an "Effective - Meets Standards" overall evaluation and the date of the step increase shall be that of the evaluation due date. Supervisors shall document and communicate factors which bear negatively upon an employee's job performance during the evaluation period. Supervisors shall attach any documentation which supports negative evaluation ratings in the evaluation. No negative performance evaluation will be arbitrary or capricious. All evaluation reports must be completed by the employee's immediate supervisor, reviewed by the next higher-level supervisor and approved by the department head. Following review and approval of the report, a copy shall be made available to the employee and discussed with him/her by the immediate supervisor and such other managers whose participation would be appropriate and beneficial to the discussion. Upon review with the employees, the final report shall be submitted to the City Manager for signature, with a copy to be retained in the employee's personnel file. Employees may choose to appeal a performance evaluation to the department head within ten (10) working days whenever an evaluation includes ratings that are listed as either "unsatisfactory" or "needs improvement." Employees may formally enter a response to the evaluation in their personnel file. Any unsatisfactory areas in an employee's evaluation shall have attached reasons stated by the rater in the commentary section, shall have all previous written documentation that was given to the employee attached, and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made, including identification of any necessary training or

specific work skill improvement which is necessary for the employee to achieve a satisfactory employment rating in the future. If a step increase is denied the employee shall be reevaluated at ninety day intervals for performance improvement to determine if performance has improved warranting a step increase.

Employee shall have access, upon request, to their personnel file.

## **8.00 CLASSIFICATION**

### **8.01 Reclassifications - General**

The City retains the right to classify and/or reclassify positions. The City will notify the Union of the creation or abolition of any classification represented by Union and, upon request, meet and confer regarding the salaries attached to positions and/or the effect of changes on promotional opportunities.

### **8.02 Reclassification Probationary Period**

Reclassified EMPLOYEES shall not be subject to a probationary period.

### **8.03 Self-Initiated Reclassification Studies**

Individual EMPLOYEES, or groups of EMPLOYEES within the same classification who believe they are regularly assigned work beyond the scope of their classification, or the Union representative on their behalf, may submit written requests for classification studies of their positions to the Personnel Officer during the month of February.

This request will be accompanied by a position description form. The Department Head shall offer assistance to Employees on completion of the form.

The Personnel Officer will send a reminder notice on reclassification in January to all EMPLOYEES in the bargaining unit.

The reclassification request must specifically identify the duties and responsibilities which the EMPLOYEE(S) believe are not within their present classification.

By March 8, the Personnel Officer will forward reclassification requests to the affected department heads for their review and approval for study.

If a request is approved, the Department Head will, no later than March 31, ask the Personnel Officer to conduct a classification study by an outside consultant. If a request is denied, the Department Head shall provide a written response to the employee stating the reasons for denial, and if requested, the Department

Head will meet with the EMPLOYEE and his/her representative to review the decision.

Reclassification studies shall be completed no later than May 1, and any increases in compensation shall be effective July 1 of the current year. All employees for whom a reclassification study was completed, shall receive a copy of the study of his/her position, with a copy sent to the Union.

#### **8.04 Classifications (Wastewater)**

A Wastewater Plant Operator-In-Training who obtains a Grade I State Certificate and is satisfactorily performing his duties will be classified as a Wastewater Plant Operator I. A Wastewater Plant Operator I who obtains a Grade II State Certificate and is satisfactorily performing his duties will be classified as a Wastewater Plant Operator II. A Wastewater Plant Operator II who obtains a Grade III State Certificate and is satisfactorily performing the duties will receive a merit step increase if the member is currently at step 4 or below on the salary schedule.

### **9.00 HOURS OF WORK**

#### **9.01 The Standard Work Day and Work Week**

The standard work day shall be eight (8) hours which includes any combination of accrued vacation, sick leave, holiday, overtime and/or compensated time taken. Any hours over that shall be considered overtime and payable at a rate of one and one-half (1.5) times the regular rate of pay. Scheduling of work and overtime shall be approved in advance by the department head for all EMPLOYEES.

Unless an agreement is made between the City and the Employee to the contrary, the standard work week for full time workers shall consist of five (5) consecutive days of eight (8) hours per day with two consecutive days off within the work week, except for Wastewater Treatment Plant personnel. Wastewater Treatment Plant personnel who are designated as Duty Operator may be scheduled to work shifts of four (4) hours or less per day on weekends. All EMPLOYEES shall be assigned to work shifts with scheduled starting and quitting time. Should conditions necessitate a change in the regular shift of worker(s), the City will notify the worker in writing at least five (5) working days in advance, unless the schedule is mutually approved by the Department Head and worker. This section shall not preclude the City's right to effect changes necessitated by emergency situations as determined by the City's Emergency Services Director.

### **9.01.01 Special Schedules**

EMPLOYEES may request that their department head consider special scheduling of their work. Examples of special schedules include flex-time, job sharing and voluntarily reduced work hours. An alternative work week of four (4) consecutive days of ten (10) hours per day may be established by mutual agreement of the City and the Union, in which case any hours worked after ten (10) hours in a day or forty (40) hours in a week shall be considered overtime. The supervisor and department head may give special consideration to such requests within the existing law and policy, but are not obligated to change an EMPLOYEE'S schedule. All such special schedules require prior written approval of the Department Head and the Employee.

### **9.02 Lunch Periods**

All EMPLOYEES shall be entitled to an uninterrupted unpaid lunch period at or about the mid-point of their work day. The length of time for such period shall be no longer than one (1) nor less than one-half (.5) hour.

### **9.03 Rest Periods**

All EMPLOYEES are permitted to take rest periods which insofar as practical shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof. Rest periods on evening or special shifts or in unique locations may be scheduled to the mutual convenience of EMPLOYEES and supervisors.

### **9.04 Cleanup**

All EMPLOYEES who work with dirty, contaminated and/or poisonous materials shall be allowed reasonable time for cleanup prior to their lunch period and the end of their shift. City will construct a shower facility at the Public Works Yard for use by EMPLOYEES during the last fifteen minutes of a work shift.

### **9.05 Video Display Terminal/Cathode-Ray Tube (VDT/CRT)**

At the discretion of their supervisor, VDT/CRT operators may be provided reasonable breaks (including assignment to non-VDT/CRT) from VDT/CRT. In general, at least a fifteen-minute break shall be provided for each two hours worked. Regular rest breaks pursuant to Section 8.03 may be utilized to satisfy the requirements of this Section.

## **9.06 Compensatory Time Off (CTO)**

The maximum accrual of CTO shall be eighty (80) hours. Overtime not eligible for additional compensatory time off shall be paid at one and one-half (1.5) times the rate of pay. EMPLOYEES with over eighty (80) hours accrued CTO shall not accrue additional CTO until their CTO balance falls below eighty (80) hours. The choice of CTO or paid overtime shall be the EMPLOYEE'S. All CTO shall be granted in advance by the department head. In addition to the maximum amount of CTO an EMPLOYEE may use under this section, the department shall allow each EMPLOYEE to use an unlimited amount of his/her remaining accumulative CTO. It is the goal of the City and the Union to eliminate, by the end of this contract period, each accumulated total beyond the amount allowable under this section. No EMPLOYEE shall lose any amount of the accumulated CTO beyond the maximum allowable under the terms of this section if he/she is unable to use it.

## **10.00 COMPENSATION**

### **10.01 Salary Ranges**

The salary range for each classification in the unit shall remain unchanged for the first year of this agreement.

The City and Union will reopen negotiations to negotiate salary ranges for the contract years commencing July 1, 2012 and July 1, 2013.

### **10.02 Salary Studies**

Commencing July 1, 2013, no later than June 30 of each year the parties shall agree on three job classes whose total compensation (wages, retirement, longevity and medical benefits) will be surveyed. The surveys shall be completed no later than January 31 and provided to the Union upon completion. For purposes of the survey, the City of Santa Cruz, County of Santa Cruz, City of Watsonville, City of Capitola, and City of Scotts Valley shall be included.

### **10.03 Longevity**

The City agrees that all members who have fifteen (15) years of continuous service will receive a 5% pay increase.

### **10.04 Promotions**

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is at least 5%.

## **10.05 Uniform Allowance**

EMPLOYEES in the Wastewater Plant and the Chief Mechanic (with the exception of parks and road maintenance personnel) who are required to wear uniforms shall have the uniforms provided and cleaned by the City (shirts, pants, lab coats, mechanics' smocks). The City shall also supply one (1) jacket in September of each year and clean same a maximum of four (4) times per year.

On an annual basis, the City shall provide reimbursement for boots and uniforms for workers in Public Works upon the submission of receipts as follows:

Wastewater Treatment/Chief Mechanic (boots only):

Permanent Employees: \$500.00

Probationary Employees: \$350.00 upon completion of 6 months of the one-year probationary period.

Parks & Road Maintenance: for boots, pants and shorts (of medium length):

Permanent Employees: \$800.00

Probationary Employees: \$500.00 upon completion of 6 months of the one-year probationary period.

The cost of boot repair shall be the responsibility of the Employee. Public Works EMPLOYEES not entitled to compensation for steel-toed boots, and not required to wear steel-toed boots, are: non-field personnel, such as the Secretary, etc. The boots provided for the EMPLOYEE by the City are for the purpose of safety and are to be worn at all times while on the job. Failure to wear steel-toed safety boots shall be cause for disciplinary action. Wearing of City-provided boots while not on the job shall be cause of disciplinary action.

The City will allow the Wastewater Treatment Plant and the Chief Mechanic EMPLOYEES the option of wearing the denim and cotton instead of the polyester clothing currently provided, if there is no difference in cost.

### **10.05.01 Uniform - Parks and Road Maintenance**

The City shall annually provide at no cost to the parks and road maintenance personnel the following uniform items of clothing: Ten (10) cotton t-shirts, seven (7) cotton sweatshirts, one cap, one jacket and one pair of rain boots. Parks and road maintenance employees shall be responsible for the cleaning of these clothing items, including shorts and pants.



## **10.06 Working Out of Classification Pay shall be as follows:**

1. EMPLOYEES assigned to an "out of classification" position will receive acting pay within a range of a higher classification beginning the first day of assignment.
2. All working out of classification pay will be at the salary step of the higher classification that is an increase of at least 5%.
3. All assignments to an "out of classification" position shall be set forth in a Personnel Transaction Report form prior to the first day of assignment.

## **10.07 Standby Pay**

### **10.07.01 Standby - General**

Whenever emergency work is anticipated but does not warrant full time staffing, regular EMPLOYEES may be required to remain on standby (available by telephone) for emergency work.

Standby shifts shall be scheduled so that no standby shift is more than sixteen (16) hours per day for the maintenance division, twenty (20) hours per day for the wastewater division, nor more than seven (7) consecutive days.

Any EMPLOYEE who is required to remain on standby for emergency work shall be paid the equivalent of eight (8) hours straight time for each standby shift (all hours outside the EMPLOYEE'S regular work schedule, for seven (7) consecutive days) whether or not he/she is called to work. Said pay is compensation for the EMPLOYEE'S availability, not for hours worked. City Management will determine whether to provide City vehicles to members on a case-by-case basis.

### **10.07.02 Standby - Overtime**

Whenever any EMPLOYEE is ordered to perform emergency work in excess of the normal working hours per day, whether or not he/she is on standby duty, he/she shall be paid for such work at the hourly equivalent of his/her monthly salary times one and one-half (1.5). This pay of one and one-half (1.5) times hourly equivalent shall be in addition to the eight (8) hours straight time standby pay for EMPLOYEES so assigned.

### **10.07.03 Standby - Emergency**

For standby emergency work calls, EMPLOYEES shall be paid at one and one-half (1.5) times base rate for every hour worked for a minimum of two (2) hours pay.

### **10.07.04 Standby - Road Maintenance Personnel**

Road maintenance personnel shall be assigned standby duty during the period commencing no later than December 15th and ending no sooner than March 15th of each calendar year. Such assignment shall be made on a weekly rotational basis, and shall be distributed equally from an established list of qualified volunteers.

The City reserves the right to assign standby duty in the event there are no volunteers, and at other times of the year as conditions necessitate.

### **10.08 Call-Back**

The minimum payment for EMPLOYEES called back to work from their off-duty hours shall be four (4) hours at one and one-half (1.5) times their hourly rate, except if called back within two (2) hours of the start of his/her next scheduled shift, the EMPLOYEE shall receive two (2) hours pay at one and one-half (1.5) times his/her hourly rate. Time "called back" shall be defined as the time the EMPLOYEE is notified of the need to return to work.

### **10.09 Mileage**

Mileage reimbursement rate for EMPLOYEES utilizing personal vehicles shall be the IRS rate.

### **10.10 Meal Allowance**

City agrees, whenever the Emergency Operations Center is opened, or in other bona-fide emergencies, as determined by the City Manager, to either provide meals to EMPLOYEES working under emergency conditions, or to reimburse them upon submission of a receipt in accordance with Administrative Policy #5.

### **10.11 Night Meeting Pay**

Clerical staff, except for the City Clerk, who attend meetings of the City Council or of any Board or Commission of the City Council, will receive \$28.00 for each meeting attended.

## **10.12 Cell Phone Reimbursement**

EMPLOYEES who are required by their department head to use their personal cell phones for business will receive a \$20 per month cell phone stipend during that approved period. The City will not be responsible for cell phone replacement, damage or any other costs associated with the EMPLOYEE'S personal cell phone. A cell phone stipend participating form will be signed by each city employee and kept on file.

## **11.00 HEALTH AND WELFARE**

### **11.01 PERS Medical Plan**

#### **11.01.01 Cafeteria Plan**

The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan). The cafeteria plan contribution rate shall be up to the PERS HMO rate minus the Government Code 22825 contribution. However, for employees choosing the PERS Choice Plan the City shall contribute the PERS Choice rate plus 50% of the difference between the PERS Choice and PERS HMO rates per month to be used towards the cafeteria plan.

The City shall also pay administrative fees and contingency reserve fund assessments, if any.

#### **11.01.02 Optional Benefits**

Employees may also elect the following optional benefits:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation
5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

### **11.01.03 Opt out of Medical Coverage**

Employees may elect not to be covered by the PERS medical plan, provided they provide proof to the City of dual coverage from PERS or other medical coverage. Employees who decline coverage will be eligible to receive the following amounts per month from the above-listed optional pre-tax benefits and/or a taxable cash-out benefit.

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.
2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.

### **11.01.04 Part-Time Employees**

Regular part-time employees working a minimum of twenty hours per week who do not accept paid medical insurance through his/her spouse shall be eligible to receive medical premiums and cafeteria plan contributions combined to equal to the rate for the Blue Shield HMO provided that the employee makes the following contribution:

1. Employees working between 20-29 hours/week = \$125/month
2. Employees working between 30-39 hours/week = \$100/month

Regular part-time employees working a minimum of 20 hours per week, who accept health care coverage through his/her spouse or other family member shall be eligible to receive health benefits on a pro-rated PERS Blue Shield HMO Plan basis given the ratio of their work schedule to full time work.

### **11.01.05 Dental and Vision Insurance**

The City shall provide reimbursement for employees' and dependents' up to 23 years of age documented dental expenses, with the first \$200 in expenses 100% reimbursed, the next \$500 80% reimbursed, and the next \$1,000 in expenses 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

The City provides Vision Service Plan vision coverage.

### **11.01.06 Re-opener in the Event of Provider Change**

In the event that no PERS HMO and/or no PERSChoice contract with one of the four major care providers in the area (Suttor, Dominican, Santa Cruz Medical Clinic or Physicians Medical Group) during the term of this MOU, the parties agree to re-open section 11.01.

### **11.01.07 Employee Retiree Medical Coverage Program**

It is the purpose of the EMPLOYEES Retiree Medical Coverage program to provide for medical insurance compensation to retired EMPLOYEES in order to insure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

To be eligible for this benefit an EMPLOYEE:

1. Must have been employed with the City for ten (10) years or longer.
2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage.

The medical benefit will be provided directly to the retiree at the following rates:

1. For EMPLOYEES who have served 10 to 15 years with the City: 100% of premiums to a maximum of 33% of the PERS-CARE plan premium level (benchmark plan); reduced to 16.5% at Medicare eligible age.
2. For EMPLOYEES who have served 15-20 years with the City: 100% of the premiums to a maximum of 50% of the PERS-CARE plan; reduced to 25% at Medicare eligible age.
3. For EMPLOYEES who have served over 20 years: 100% of premiums to a maximum of 67% of the PERS-CARE plan; reduced to 33.5% at Medicare eligible age.

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

Upon implementation for all other City employee organizations (Management, Mid-Management, Police Bargaining Unit, and Police Supervisors Association), Retiree Health Insurance pursuant to this section will not apply to newly hired employees.

#### **11.01.08 Part-Time Employees**

Regular part-time EMPLOYEES shall be eligible to receive health benefits on a pro-rated premium basis given the ratio of their work schedule to full-time work, and subject to the minimum number of hours specified in the City's current health benefits plan.

#### **11.02 Life Insurance**

The City shall pay the premium for a \$50,000 life insurance plan and a \$50,000 Accidental Death and Dismemberment plan for all unit EMPLOYEES.

#### **11.03 LTD**

The City shall continue in effect and pay the full premium for a long term disability insurance program with minimum monthly benefit of 60% of salary to a maximum of \$6,000.

#### **11.04 State Disability Insurance**

EMPLOYEES shall be eligible for paid sick leave benefits in accordance with City rules. EMPLOYEES shall continue to pay the premium cost for State Disability Insurance. It shall be the EMPLOYEE'S responsibility to apply for State Disability benefits and to file with the City immediately upon receipt from the Department of Employment the "Notice of Calculation" for disability insurance.

#### **11.05 Physical Examination**

The City will pay the cost of the physical examination required for the Class B License for EMPLOYEES required to have the license by the City.

#### **11.06 P.E.R.S. Contribution**

The City shall continue to pay the EMPLOYEE'S contribution to the Public Employee's Retirement System. The City shall provide the 2.5% at age 55 plan for all Members at City expense.

Upon the conclusion of negotiations with all affected employee organizations and the processing the CalPERS contract amendments, newly hired employees **only** will covered by the 2% at age 60 retirement plan with the 36 consecutive months final compensation provision. They will also pay the 7% employee retirement contribution.

## **12.00 HOLIDAYS**

Each member of the bargaining unit shall be entitled to the following holidays and to receive wages based on the normal scheduled work for the day. Any holiday that would otherwise be on a Saturday will be taken on the preceding Friday. Any holiday that would otherwise be on a Sunday will be taken on the following Monday.

- 1) The first day of January
- 2) Third Monday in January - Dr. Martin Luther King, Jr. Day
- 3) The third Monday in February - Washington's Birthday
- 4) The last Monday in May - Memorial Day
- 5) July 4th - Independence Day
- 6) The first Monday in September - Labor Day
- 7) The second Monday in October - Columbus Day
- 8) November 11 - Veteran's Day
- 9) Thanksgiving Day
- 10) The day following Thanksgiving
- 11) The day preceding Christmas
- 12) Christmas Day
- 13) The day preceding New Year's Day
- 14) Two floating holidays per fiscal year. (Members must use the floating holiday within the fiscal year or lose that holiday for that fiscal year.)
- 15) Every day appointed by the President of the United States or the Governor of the State of California and the City Council for a public fast, thanksgiving or holiday

## **13.00 VACATION**

### **13.01 Vacation Accrual**

EMPLOYEES shall accrue paid vacation as follows:

- a) Less than five years: For EMPLOYEES completing less than five (5) years continuous service, six and two-thirds (6 2/3) hours for each month of service. (Two week per year.)
- b) Five years or more but less than ten years: For EMPLOYEES completing five or more years but less than ten years of continuous service, ten (10) hours for each month of service. (Three weeks per year.)

c) For EMPLOYEES completing ten (10) or more years of continuous service, thirteen and one-third (13-1/3) hours for each month of service. (Four weeks per year.)

d) For EMPLOYEES completing fifteen (15) or more years of continuous service, 14 hours for each month of service (four weeks plus one day per year.)

### **13.02 Vacation - Illness**

If an EMPLOYEE becomes ill while on vacation and such illness can be supported by a written statement from a licensed medical practitioner, or if the EMPLOYEE is hospitalized for any period, the EMPLOYEE at the EMPLOYEE option shall have the period of illness charged against sick leave, if accrued, instead of vacation time.

### **13.03 Vacation Accrual Maximum**

EMPLOYEES shall be allowed to carry over a maximum of 1.5 times their annual vacation accrual from one calendar year to the next (EMPLOYEES may accrue over 1.5 times during the calendar year).

If an EMPLOYEE has requested and been denied vacation leave within four (4) months of the time that the vacation accrual maximum will be reached, enforcement of the vacation leave accrual maximum shall be postponed.

The department and EMPLOYEE shall schedule the use of vacation time sufficient to reduce the EMPLOYEE'S accrual below the maximum within a reasonable time.

### **13.04 Vacation Schedule Conflict**

In the event of a conflict in scheduling vacations within a department, the EMPLOYEE with the greatest seniority shall receive preference.

### **13.05 Vacation Sell-Back**

An EMPLOYEE may sell back up to two weeks (80 hours) of vacation annually, after 15 years of service with City, so long as the EMPLOYEE has an accrued vacation balance of at least one week (40 hours) remaining following the sale. To request vacation sell-back, the EMPLOYEE shall submit a written request to the City Manager.

## **14.00 LEAVES**

### **14.01 Leaves - General**

Leaves shall be as set forth in the City's Personnel rules.



#### **14.01.01 Workers' Compensation**

In the event of a job related injury or illness, the EMPLOYEE will receive any temporary disability, rehabilitation, and permanent disability benefits that are required under State law.

In addition to this amount, the EMPLOYEE shall receive an appropriate amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the EMPLOYEE'S regular gross pay. The EMPLOYEE may also use accrued vacation or compensatory time to provide for this difference, once the EMPLOYEE'S accrued sick leave balance is exhausted.

In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay for the affected EMPLOYEE.

It shall be the responsibility of the EMPLOYEE to notify the Finance Department if the EMPLOYEE chooses to use accrued vacation or compensatory time balances for Workers' Compensation purposes.

When an EMPLOYEE is away from the job because of a job related injury or illness that exceeds one year following the exhaustion of accrued vacation, sick leave, and compensatory time or following the election not to use accrued vacation or compensatory time, the City shall not be required, following the one year period, to maintain contributions toward group insurance.

An EMPLOYEE who is away from the job because of job related injury or illness shall have the right to return to his or her position until he or she is permanent and stationary and can no longer perform the essential functions of the job or until the EMPLOYEE is declared by the City's doctor to be fit for return to work and the EMPLOYEE, for whatever reasons, does not return to work.

#### **14.02 Sick Leave for Care of Immediate Family**

The usage of sick leave for family members shall be governed by the following provisions:

1. Sick leave shall be allowed and used in the case of sickness, disability, medical or dental treatment of a member of the EMPLOYEES immediate family (as defined in the City Personnel Rules & Regulations).

2. A limit of six (6) days each fiscal year may be used for sick leave for family members.

3. When calling in sick the EMPLOYEE is required to indicate that this is sick leave for family members.

4. All other provisions of the City Personnel Rules & Regulations dealing with sick leave shall apply to sick leave for family members.

#### **14.03 Unused Sick Leave/Termination**

Upon termination, any unused accrued sick leave, up to a maximum of one hundred and twenty (120) days, shall be paid at the following rate:

	<u>Percent (%) of Base Salary</u>
<u>Years of Service</u>	
	20
5 yrs + 1 day = 10 yrs	30
10 yrs + 1 day = 15 yrs	40
15 yrs + 1 day = 20 yrs	60
20 yrs + 1 day = 25 yrs	80
25 yrs + 1 day = 30 yrs	

In lieu of payoff of sick leave at the above rates, City has amended the PERS contract to add Section 20862.8 of the California Government Code (Credit for Unused Sick Leave). Unused accumulated sick leave at time of retirement may be converted to additional Service Credit.

#### **14.04 Paid Bereavement Leave**

EMPLOYEES shall be granted a leave with full pay in the event of the death of any member of the EMPLOYEE'S immediate family. The leave shall be for a period of three (3) days, and if Employee chooses and the time off is authorized by the Department Head, two additional days of the Employee's accrued sick leave may be taken. A total of five (5) days of bereavement leave is allowed if travel in excess of 400 miles is required. The immediate family for purposes of bereavement leave is defined as spouse, parent, grandparent, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law, or any person living in the immediate household of the EMPLOYEE or where the EMPLOYEE maintains Power of Attorney or Executor of Estate over a family member, or any other special circumstance as approved by the City Manager.

#### **14.05 Personal Business Leave**

EMPLOYEES within the bargaining unit shall be eligible to use forty (40) hours per fiscal year of personal leave to be taken in increments of one hour or more

with the time chargeable to accumulated sick leave. The taking of personal leave shall be approved in advance by the department head. Approval shall be at the discretion of the department head with due regard for the needs of the EMPLOYEE. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid sick leave.

#### **14.06 Medical Leave - Insurance Coverage**

The City shall continue to provide paid health, dental, and vision coverage to EMPLOYEES during the twelve week period of leave covered by the Family and Medical Care Leave Act. In the event an extension of the medical leave is granted beyond twelve weeks, the City shall pay half the insurance premium through the sixth (6th) month of the leave, at which time the EMPLOYEE may purchase insurance coverage at group rates through the City at his/her own expense.

#### **14.07 Part-Time Employees**

Regular part-time EMPLOYEES shall be eligible to receive pro-rated sick leave, vacation, and holidays.

### **15.00 LAYOFF**

The City Council may abolish any position in the City Service due to lack of funds, work or need.

The layoff of employees resulting from the elimination of positions shall be governed by the following procedure:

a. Layoffs shall be made from within the affected job classification in reverse order of total time in that classification, including any period of probation, paid leave or active military leave. Except as regards military leave, no service credits shall be earned during any leave of absence without pay in excess of thirty (30) days. Where time in service is equal between two (2) or more affected, their performance evaluations shall service as the determining factor.

b. The order of layoff in the affected classification or classification shall be:

- i. temporary employees;
- ii. probationary employees;
- iii. permanent employees.

The treatment of personnel employed by means of State or Federal grant monies shall be in accordance with regulations for retention as established by the grantor. In the absence of such regulation, the type of position (Municipal Service or Exempt) shall govern treatment of such personnel.

c. Probationary and permanent employees in the Municipal Service who, under paragraph 2 above, are scheduled to be laid off shall receive at least twenty-one (21) days written notice to this effect.

In lieu of layoff, an employee may elect transfer or demotion to a vacant position in the Municipal Service which the City intends to fill and for which the employee is qualified, in the sole judgment of the City. Such actions shall be governed by the terms of Personnel Rules and Regulations Rule 12.03 and 12.04, and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay.

Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay; provided, however, that the displacing employee must have held permanent status in such classification and have greater time in the Municipal Service than the employee being displaced.

A probationary or permanent employee displaced in accordance with this paragraph shall, in turn, be provided the same notice and "bumping" privilege as set forth in this paragraph.

d. Probationary and permanent personnel laid off in accordance with this Rule may be placed on a re-employment list as provided by Personnel Rules and Regulations Rule 9.03. If an employee is re-employed from such a list, all service credits and sick leave accrued to the date of layoff shall be restored. In no event, however, shall the City restore credits for vacation and sick leave paid out at the time of layoff.

At the time of layoff, the employees name shall be removed from all promotional eligible lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Personnel Rules and Regulations Rule 9.04.

Prior to the effective date of layoff, the department head shall furnish the Personnel Officer a final evaluation of the employee's performance.

## **16.00 SAFETY**

The City Council shall continue the City Safety Program, which shall call for the appointment of an EMPLOYEE Safety Committee. This Committee, when formed under the provisions of the Safety Program, shall remain in effect for the full term of this agreement. The Safety Program shall involve an "accident review" process.

## **16.01 Compliance**

The City and the EMPLOYEES will conform to and comply with all Federal, State and local health and safety laws and regulations. The City will take all steps necessary to insure EMPLOYEE health and safety on the job. Such steps may include the removal of unsafe conditions and equipment, the provision of adequate training for EMPLOYEES, and the active cooperation of all EMPLOYEES with the City Safety Program. Responsibility for safety is shared equally by the City and EMPLOYEES.

## **16.02 Unsafe Conditions**

An EMPLOYEE shall not be required to work under unsafe conditions or with unsafe equipment or to perform tasks which endanger the EMPLOYEE'S health, safety and well-being. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.

a) EMPLOYEES shall report health or safety hazards to their immediate supervisor upon discovery.

b) The supervisor shall cause the hazard to be abated as soon as possible and shall remove any and all EMPLOYEES from the hazardous circumstance or area. The supervisor shall also inform the department head of the hazard as soon as possible. An EMPLOYEE may report a continuing and unabated safety hazard to the department head and/or City Manager if the hazardous conditions persist and are jeopardizing EMPLOYEE safety.

c) If an EMPLOYEE is working in an unsupervised situation or in a circumstance where an identified safety hazard has not been abated, and the EMPLOYEE has been assigned to a task which, in the EMPLOYEE'S belief and good faith threatens the EMPLOYEE'S health or safety or puts the EMPLOYEE or another person in danger of serious physical injury, the EMPLOYEE may refuse to perform the task. Any EMPLOYEE'S refusal, in good faith, to perform said task shall not be just cause for discipline provided that the EMPLOYEE'S good faith belief is based on ascertainable, objective evidence and/or experience supporting the EMPLOYEE'S conclusions. No EMPLOYEE shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations. The City and the Union propose to cooperatively identify and abate all hazardous health or safety circumstances and to maintain job safety as the highest priority.

### **16.03 VDT/CRT Safety**

#### **16.03.01 VDT/CRT Testing**

All VDT/CRT units and electronic equipment within the vicinity of an EMPLOYEE'S workspace shall be tested annually to determine any significant radiation leakage. Should there be such leakage, measures shall be taken to eliminate said leakage.

#### **16.03.02 VDT/CRT Glare Control**

VDT/CRT stations shall have adjustable glare control.

#### **16.03.03 VDT/CRT Shielding**

Shielding for the VDT/CRT units shall be available upon request to help protect the operator from low-level radiation.

### **16.04 Vehicle Safety**

The City shall provide safe vehicles for use by City EMPLOYEES, whenever an EMPLOYEE'S duties require operation of a motor vehicle. All necessary repairs and maintenance of vehicles shall be performed to insure the safety of the operator. Under no circumstances shall a supervisor of the City require an EMPLOYEE to operate an unsafe vehicle.

Routine maintenance of City vehicles shall be no less than recommended by the manufacturer. Only high quality parts and tires will be used on City vehicles.

EMPLOYEES shall not be required to use their own vehicles for City business.

## **17.00 TRAINING**

The City shall maintain, consistent with budgetary allocations and availability, a training program which will enable EMPLOYEES to upgrade their skills and improve their levels of performance. The City desires to provide a training program for all City EMPLOYEES. The selection of training opportunities shall be at the sole discretion of the department head and City Manager, consistent with City policies, but the City shall solicit input from EMPLOYEES and will consider training requests.

### **17.01 Tuition Reimbursement**

The City shall reimburse each EMPLOYEE up to \$250 per fiscal year for tuition, books and course related expenses after successful completion of courses which are pertinent to their positions with the City.

For a course to be considered "pertinent" it must be an academic or vocational course taken for credit from an accredited college, university or adult education department, and such course must:

- a. Improve knowledge and skills for the present position or for positions of higher classification within the City, or
- b. Prepare for anticipated technological changes occurring in the EMPLOYEE'S career field.
- c. Be approved for reimbursement, in advance, by the department head.

### **18.00 PEACEFUL PERFORMANCE - NO STRIKE/LOCKOUT**

The Union agrees that during the term of this Memorandum of Understanding neither it nor the EMPLOYEES it represents will engage in, encourage, sanction, or support: (1) strikes; (2) slowdowns; (3) mass resignations; (4) mass absenteeism; (5) picketing which would involve suspension of or interference with normal work of the department or other City departments; or (6) any other similar actions which would involve suspension of or interference with normal work of the department or other City departments.

In the event of any job action as described in (1) - (6) above, the Union will immediately notify involved EMPLOYEES that the action(s) is in violation of this Section, and direct them to cease the action(s).

The City shall not lock out any EMPLOYEE in the bargaining unit.

### **19.00 STAY WELL PLAN**

The specific purpose of the Stay Well Plan is to encourage City EMPLOYEES to stay physically fit and well and to miss as few work days as possible due to illness or any other reason.

The Stay Well Plan includes the following provisions:

- 1) The Stay Well Year shall be from December 1 through November 30.
- 2) To be eligible for the Stay Well Plan, EMPLOYEES must have accumulated thirty (30) sick days (240 hours).
- 3) All sick leave (other than personal leave days) taken by EMPLOYEES, regardless of the reason, shall be deducted from the potential Stay Well Bonus.
- 4) The Stay Well Bonus shall be payable in a separate check to all eligible EMPLOYEES on the first pay date in December at the straight time salary rate in effect on November 30 of each year.

5) EMPLOYEES shall have the option of receiving a Stay Well Bonus on the first pay date in December or crediting their unused sick leave to their total accumulation. A decision to credit unused sick leave to accumulation must be presented in writing to the City Manager prior to December 1 of each year. The City shall provide a written reminder of this provision to all EMPLOYEES no later than November 1 of each year.

6) Eligible EMPLOYEES shall receive a Stay Well Bonus, or a pro rata share, according to the following schedule should they become eligible at some point during the Stay Well Year.

Sick Leave Bonus	Straight Time Bonus	Pro Rata Bonus
0 Sick Days	48 hours	50%
1 Sick Day	40 hours	41.6%
2 Sick Days	32 hours	33.3%
3 Sick Days	24 hours	25%
4 Sick Days	16 hours	16.6%
5 Sick Days	8 hours	8.3%
6-12 Sick Days	0 hours	0%

**20.00 FAMILY LEAVE**

During the term of this Memorandum of Understanding, City agrees to comply with the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act ("Acts") as those Acts may be amended from time to time. As an example of the provisions of those Acts, eligible employees can receive unpaid leave for up to twelve weeks (continuous or cumulative) for such things as care for immediate family members with serious health conditions, birth or adoption or foster care placement of a child, or the Employee's own medical needs. The City shall post a summary of the highlights of the Acts on bulletin boards.

**21.00 DISCONTINUANCE OF WASTEWATER OPERATIONS**

In the event the City decides to discontinue, consolidate, or reduce the scope of its wastewater treatment operations, which may result in the dismissal, displacement or re-arrangement of its EMPLOYEES, the City shall give at least ninety (90) days advance written notice to all affected EMPLOYEES and to the Union.

The City shall negotiate with any new service provider with the intent of ensuring that no EMPLOYEE affected by such decision is placed in a worse position with respect to wages, benefits, working conditions, and the rules governing working conditions, than existed prior to the date on which the EMPLOYEE was affected.

The City shall ensure that any remaining positions needed to maintain, operate, monitor, test, or control existing or modified operations shall be staffed by current wastewater treatment personnel.



The City and the Union shall continue to meet and confer throughout the life of this contract regarding the discontinuance, consolidation, or reduction in the scope of operations as it impacts existing EMPLOYEES.

## **22.00 RESERVED**

## **23.00 FULL UNDERSTANDING**

This Agreement contains all the covenants, stipulations, and provisions agreed to by the parties. It is understood that all terms relating to EMPLOYEE wages, hours and other terms and conditions of employment not covered by this Agreement shall remain the same for the term of this Agreement. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of this Agreement.

## **24.00 TERM OF AGREEMENT**

This Memorandum of Understanding shall be effective upon the approval by the City Council and the Union and shall remain in full force and effect from July 1, 2011 through June 30, 2014.

## **25.00 GRIEVANCE PROCEDURE**

### **25.01 Introduction**

The City and the Union recognize early settlement of grievances is essential to sound labor relations. The parties seek to establish a mutually satisfactory and timely method of settlement of grievances of workers. The Union or the aggrieved worker and/or his representative are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

An employee shall have the right to present his/her own grievance or do so through a representative of the Union. A Union steward and grievant shall be paid release time for grievance arbitrations. Witnesses shall be on paid release time during the time spent testifying. If a grievant is represented by himself/herself, the Union retains the right to be present at every formal stage of the process as an observer. No grievance settlement may be made in violation of this contract nor shall any settlement be made which affects the rights or conditions of other employees represented by the Union without notification to and consultation with the Union.

## **25.02 Grievance Defined**

A grievance is any alleged violation, misinterpretation or misapplication of the provisions of the City of Scotts Valley Personnel Rules and Regulations or Memorandum of Understanding, except the following:

- A. Employee performance evaluations including deferral of merit or pay increases
- B. Written reprimands
- C. Policy decisions of the City Council not related to wages, hours, and/or working conditions
- D. Matters for which there is a separate appeal including disciplinary action
- E. Challenge to a reclassification, layoff, transfer or denial of reinstatement unless related to an interpretation of the Personnel Rules and Regulations or Memorandum of Understanding.

## **25.03 Informal Grievance Procedure**

Before filing a formal grievance, an EMPLOYEE shall first attempt to resolve the grievance through informal discussion with his/her immediate supervisor. The EMPLOYEE shall initiate a request for the meeting within fifteen work days of the alleged action, incident or decision generating the grievance. Meetings shall be scheduled in advance, with the EMPLOYEE stating the nature of the grievance and that he/she is initiating the grievance procedure when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

## **25.04 Formal Grievance Procedures**

### **25.04.01 Step 1**

If an EMPLOYEE has failed to reach resolution through the informal grievance procedure, the EMPLOYEE or Union may file in writing a formal Step 1 grievance with the Department Head. The grievance shall be filed with the Department Head within 10 work days following the scheduled informal grievance meeting with employee's immediate supervisor.

#### Form of the Grievance

The grievance shall state the following:

A. Name of the grievant.

B. A brief statement of the date, time and place of the occurrence of the incident(s) and the facts underlying the incident.

C. The specific section of the Memorandum of Understanding or Personnel Rules and Regulation allegedly misinterpreted or misapplied.

D. The steps taken by the grievant to secure informal resolution.

E. The corrective action the grievant is seeking.

F. The name, if any, of the agent chosen by the grievant to represent grievant's interest.

### Investigation

Upon receipt of a grievance, the Department Head shall initiate an investigation. The investigation may include, but is not limited to, interviews, review of notes, records or other written material related to the incident, discussions with grievant and/or grievant's representative and discussions with grievant's supervisor.

Upon completion of the investigation, the Department Head shall prepare a written decision within 20 work days of receipt of the Step 1 filing.

### **25.04.02. Step 2**

If an EMPLOYEE has failed to reach resolution through Step 1 of the grievance procedure, the EMPLOYEE or Union may file a formal Step 2 grievance with the Personnel Officer. The grievance shall be filed within 15 work days following the Employee's/Union's receipt of the Step 1 response.

Upon receipt of a grievance, the Personnel Officer shall initiate an investigation. The investigation may include, but is not limited to, interviews, review of notes, records or other written material related to the incident, discussions with grievant and/or grievant's representative and discussions with grievant's supervisor and department head.

The Personnel Officer shall prepare a written decision within 20 work days of receipt of the Step 2 filing.

## **25.05 Appeal to Hearing Officer**

### **25.05.01 Time for Filing an Appeal**

If a grievance is not resolved satisfactorily at Step 2 the Union may, within 10 work days from receipt of the Personnel Officer's decision, file a written notice of appeal of the grievance to a hearing officer. The notice of request for an appeal shall be filed in writing with the Personnel Officer.

### **25.05.02 Optional Mediation**

The timelines in this section may be held in abeyance if the parties have mutually agreed the grievance lends itself to non-binding mediation. In that instance, a mediator shall be requested from the California State Mediation and Conciliation Service. If mediation does not satisfactorily resolve the matter the Union may, within 5 work days of receipt of the mediator's recommendation, file a written request to resume the hearing officer process with the Personnel Officer.

### **25.05.03 Selection of Hearing Officer**

The parties shall request a Hearing Officer from the State Mediation and Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as a hearing officer. Within five (5) work days of receipt of the list, the parties shall alternately strike names from such list, with the last remaining name to be the person serving as the hearing officer. The party having first choice to strike a name from the list shall be determined by coin toss.

### **25.05.04 Hearing and Decision**

The Hearing Officer shall hold a hearing, receive evidence and prepare written findings supporting its decision. All efforts shall be made to schedule the hearing within 30 days of the notice of appeal. At the request of either party, the hearing shall be recorded, but not transcribed. Should any party desire a transcript they shall bear the expense of the transcript preparation and shall provide a copy to the other side for no fee.

Upon mutual agreement, the City and the Union may submit briefs to the hearing officer in lieu of a hearing.

The hearing officers expenses, if any, shall be borne equally by the Union and the City. Each party shall bear the cost of its own presentation.

**25.05.05 Evidence**

Parties may furnish relevant evidence to the Hearing Officer. Relevant evidence shall be of the sort that a reasonable person would rely upon in the understanding of the rule, regulations or agreement that is the subject of the grievance. Formal rules of evidence do not apply.

**25.05.06 Findings**

The Hearing Officer shall prepare written findings of fact and recommended resolution of the grievance, specifying the appropriate remedy, if any, as soon as possible after conclusion of the hearing and send those findings to the City Clerk who shall forward the decision to the City Council, the City Manager and to any other official from whose action the appeal was taken, and to the Union.

**25.05.07 Finality**

The decision of the Hearing Officer is final unless it is appealed to the City Council under subsection 5 below.

**25.05.08 Scope of Authority of Hearing Officer**

The Hearing Officer shall review all evidence presented and render an impartial decision regarding the grievance. The hearing shall be confined to the interpretation of the explicit section of the Memorandum of Understanding or Personnel Rules and Regulations allegedly misinterpreted or misapplied. The Hearing Officer shall have no authority to add, detract, alter, amend, or in any way modify any provision of the Memorandum of Understanding or Personnel Rules and Regulations.

**25.06 Review by City Council**

**25.06.01 Request for Review**

If the City or Union is dissatisfied with the decision of the Hearing Officer, either the City or Union may request a review by the City Council by filing a written request with the City Clerk within 5 work days after receipt of the Hearing Officer's written decision.

**25.06.02 City Council Review**

If a request is filed, the City Council shall review the Hearing Officer's decision.

#### **25.06.02.1 Time for Review**

The City Council shall review the decision within 30 days after receiving the request for review.

#### **25.06.02.2 Scope of Review**

The City Council shall review only the written findings and recommendation of the Hearing Officer and the documents presented at that hearing, which shall include the grievance and the City's responses thereto. The City Council may not conduct a new hearing or receive evidence not part of the record of the Hearing Officer.

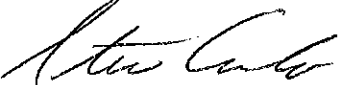

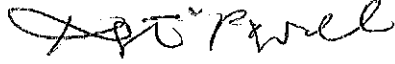


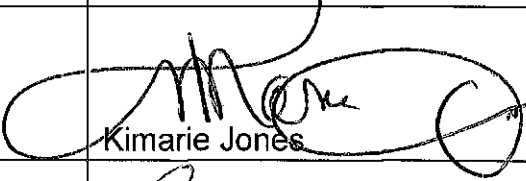
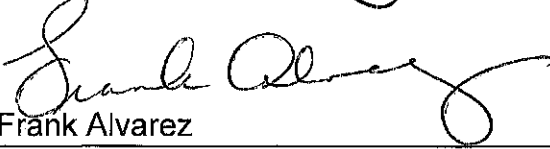
#### **25.06.02.3 Manner of Review**

After reviewing the finding and recommendation of the Hearing Officer and the documents presented at that hearing the City Council shall meet to discuss the matter and make its decision. The meeting shall be open to the public unless it qualifies as a closed session under the Brown Act (Gov. Code sections 54940 et seq.)

#### **25.06.02.4 Decision**

The City Council shall render its decision in writing. The decision of the City Council is final.

Signed:

<p>City of Scotts Valley</p>  <p>Steve Ando, City Manager</p>	<p>Scotts Valley Municipal Employees, SEIU, Local 521</p>  <p>Sonia Laracuente, SEIU</p>
<p>Approved as to Form:</p>  <p>Kirsten Powell, City Attorney</p>	 <p>Tony Alvarez</p>
	 <p>Rhonda Lieb</p>
	 <p>Kimarie Jones</p>
	 <p>Frank Alvarez</p>

## EXHIBIT A - CLASSIFICATIONS

Accountant I  
Accounting Assistant  
Accounting Technician  
Administrative Secretary I  
Administrative Secretary II  
Administrative Secretary III  
Administrative Secretary/Analyst (non confidential)  
Administrative Secretary/Planning Aide  
Assistant Civil Engineer  
Assistant Planner  
Associate Planner  
Building Inspector  
Chief Mechanic  
Chief Wastewater Plant Operator  
Code Enforcement Officer  
Community Services Officer/Training Coordinator  
Engineering Aide  
Engineering Associate  
Engineering Technician  
Equipment Mechanic  
Facilities Maintenance Specialist  
Juvenile Community Services Officer  
Lab Analyst  
Laborer  
Maintenance Supervisor  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Network Systems Specialist  
Office Assistant  
Planning/Economic Development Specialist  
Public Works Inspector  
Public Works Inspector/Technician  
Recreation Coordinator  
Recreation Leader/Head Teacher  
Recreation Specialist  
Secretary I  
Secretary II  
Senior Accounting Technician  
Senior Accounting / Human Resources Technician  
Sr. Accounting Technician/Project Coordinator  
Senior Building Inspector  
Senior Center Coordinator  
Senior Lab Technician/Industrial Waste Inspector  
Senior Public Works Inspector



Senior Recreation Leader/Head Teacher  
Senior Recreation Leader/Site Director  
Wastewater Operator I  
Wastewater Operator II  
Wastewater Plant/Operator-In-Training

**EXHIBIT B****CITY OF SCOTTS VALLEY  
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE  
07/01/2011 - 06/30/2012**

<b>Position Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Accountant I	3,853	4,046	4,248	4,460	4,683	4,917	5,163
Accounting Assistant	2,759	2,897	3,042	3,194	3,354	3,522	3,698
Accounting Technician	3,242	3,404	3,574	3,753	3,941	4,138	4,345
Administrative Secretary I	3,242	3,404	3,574	3,753	3,941	4,138	4,345
Administrative Secretary II	3,401	3,571	3,750	3,938	4,135	4,342	4,559
Administrative Secretary III	3,656	3,839	4,031	4,233	4,445	4,667	4,900
Administrative Secretary/Analyst	3,841	4,033	4,235	4,447	4,669	4,902	5,147
Administrative Secretary/ Planning Aide	3,759	3,947	4,144	4,351	4,569	4,797	5,037
Assistant Civil Engineer	4,850	5,093	5,348	5,615	5,896	6,191	6,501
Assistant Planner	3,867	4,060	4,263	4,476	4,700	4,935	5,182
Associate Planner	4,255	4,468	4,691	4,926	5,172	5,431	5,703
Building Inspector	4,064	4,267	4,480	4,704	4,939	5,186	5,445
Building Permit Technician	3,242	3,404	3,574	3,753	3,941	4,138	4,345
Chief Mechanic	3,675	3,859	4,052	4,255	4,468	4,691	4,926
Chief Wastewater Plant Operator	4,377	4,596	4,826	5,067	5,320	5,586	5,865
Code Enforcement Officer	3,747	3,934	4,131	4,338	4,555	4,783	5,022
Community Services Officer/ Training Coordinator	2,560	2,688	2,822	2,963	3,111	3,267	3,430
Engineering Aide	3,031	3,183	3,342	3,509	3,684	3,868	4,061
Engineering Associate	4,308	4,523	4,749	4,986	5,235	5,497	5,772

**EXHIBIT B****CITY OF SCOTTS VALLEY  
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE  
07/01/2011 - 06/30/2012**

<b>Position Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Engineering Technician	3,678	3,862	4,055	4,258	4,471	4,695	4,930
Equipment Mechanic	3,186	3,345	3,512	3,688	3,872	4,066	4,269
Facilities Maintenance Specialist	3,453	3,626	3,807	3,997	4,197	4,407	4,627
Juvenile Community Services Officer	2,638	2,770	2,909	3,054	3,207	3,367	3,535
Lab Analyst	3,703	3,888	4,082	4,286	4,500	4,725	4,961
Laborer	2,623	2,754	2,892	3,037	3,189	3,348	3,515
Maintenance Supervisor	4,012	4,213	4,424	4,645	4,877	5,121	5,377
Maintenance Worker I	2,755	2,893	3,038	3,190	3,350	3,518	3,694
Maintenance Worker II	3,102	3,257	3,420	3,591	3,771	3,960	4,158
Maintenance Worker III	3,513	3,689	3,873	4,067	4,270	4,484	4,708
Network Systems Specialist	3,944	4,141	4,348	4,565	4,793	5,033	5,285
Office Assistant	2,425	2,546	2,673	2,807	2,947	3,094	3,249
Planning/Economic Development Specialist	3,867	4,060	4,263	4,476	4,700	4,935	5,182
Public Works Inspector	4,047	4,249	4,461	4,684	4,918	5,164	5,422
Public Works Inspector/ Technician	4,036	4,238	4,450	4,673	4,907	5,152	5,410
Recreation Coordinator	3,014	3,165	3,323	3,489	3,663	3,846	4,038
Recreation Leader/Head Teacher	1,944	2,041	2,143	2,250	2,363	2,481	2,605
Recreation Specialist	2,941	3,088	3,242	3,404	3,574	3,753	3,941

**EXHIBIT B****CITY OF SCOTTS VALLEY  
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE  
07/01/2011 - 06/30/2012**

<b>Position Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Secretary I	2,735	2,872	3,016	3,167	3,325	3,491	3,666
Secretary II	2,960	3,108	3,263	3,426	3,597	3,777	3,966
Senior Accounting Technician	3,504	3,679	3,863	4,056	4,259	4,472	4,696
Senior Accounting / Human Resources Technician	3,624	3,805	3,995	4,195	4,405	4,625	4,856
Senior Accounting Technician/ Project Coordinator	3,504	3,679	3,863	4,056	4,259	4,472	4,696
Senior Building Inspector	4,528	4,754	4,992	5,242	5,504	5,779	6,068
Senior Center Coordinator	2,083	2,187	2,296	2,411	2,532	2,659	2,792
Senior Lab Technician/ Industrial Waste Inspector	4,048	4,250	4,463	4,686	4,920	5,166	5,424
Senior Public Works Inspector	4,623	4,854	5,097	5,352	5,620	5,901	6,196
Senior Recreation Leader/ Head Teacher	2,329	2,445	2,567	2,695	2,830	2,972	3,121
Senior Recreation Leader/ Site Director	2,744	2,881	3,025	3,176	3,335	3,502	3,677
Senior Recreation Specialist	3,720	3,906	4,101	4,306	4,521	4,747	4,984
Wastewater Plant Operator-in-Training	3,027	3,178	3,337	3,504	3,679	3,863	4,056
Wastewater Plant Operator I	3,468	3,641	3,823	4,014	4,215	4,426	4,647
Wastewater Plant Operator II	3,812	4,003	4,203	4,413	4,634	4,866	5,109