

RESOLUTION 2023-68

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

WHEREAS, the Memorandum of Understanding between the City of Pinole and the American Federation of State, County, and Municipal Employees (AFSCME) Union Local 1 expired on June 30, 2023; and

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of AFSCME Local 1 to negotiate a successor agreement; and

WHEREAS, representatives of the City and AFSCME Local 1 first met to commence negotiations on March 29, 2023, and reached a Total Tentative Agreement for a successor Memorandum of Understanding on July 27, 2023, and

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

WHEREAS, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2023 – June 30, 2025, was ratified by the membership of AFSCME Local 1 on August 2, 2023.


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

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

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

AYES:	COUNCILMEMBERS: Martínez-Rubin, Murphy, Sasai, Tave, Toms
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

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



Heather Bell, CMC
City Clerk



MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and
AFSCME Public Employees Union – Local One

JULY 1, 2023 TO JUNE 30, 2025

City of Pinole and AFSCME Public Employees Union – Local One
Memorandum of Understanding

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

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

PREAMBLE

WHEREAS, the City of Pinole on July 6, 1971, entered into a Memorandum of Understanding, with the United Employees, Local 796; and

WHEREAS, said Memorandum of Understanding, contained provisions for its continuance on a year-to-year basis conditioned on either party giving notification of termination or modification; and

WHEREAS, the employees formerly represented under this agreement by United Employees, Local 790 have formally decertified said representative and have certified Public Employees Union Local One as their representative in labor negotiations as of July 1, 1995, and

WHEREAS, the Union has indicated to the City, and the City has indicated to the Union, its desire to make certain modifications to this Memorandum of Understanding

THEREFORE, the following agreement represents a Memorandum of Understanding between the City of Pinole and AFSCME/Public Employees Union Local One for the term of July 1, 2023, through June 30, 2025, with the same terms and conditions of the previous Memorandum of Understanding and subsequent amendments between the City and the Union.

ARTICLE I. DEFINITIONS

- 1.1 "City" referred to herein shall be the City of Pinole.
- 1.2 "Union" referred to herein shall be the AFSCME Council 57/Public Employees Union Local One.
- 1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole as illustrated in Article 2 of this Memorandum of Understanding. A regular full-time employee is any employee regularly

scheduled to work forty (40) hours per work week. A regular part-time employee is any employee regularly scheduled to work less than forty (40) hours per work week.

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

ARTICLE II. RECOGNITION

2.1 Unit Composition.

The City hereby recognizes the Union as the majority representative of the following job classifications:

Accounting Technician
Administrative Assistant
Cable Access Technician
Community Services Officer
Cook
Laboratory Technician I
Laboratory Technician II
Permit Technician I
Permit Technician II
Permit Technician III
Police Property Specialist
Police Records Specialist
Public Works Maintenance Worker
Public Works Senior Maintenance Worker
Wastewater Treatment Plant Senior Operator
Wastewater Treatment Plant Operator
Wastewater Treatment Plant Senior Maintenance Mechanic
Wastewater Treatment Plant Maintenance Mechanic
Wastewater Treatment Plant Operator in Training

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit and agrees to meet and confer with the Union in all matters relating, to wages, hours and working conditions of employees in such classifications. The City further reserves the right to exclude from membership those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

ARTICLE III. DUES DEDUCTION

3.1 Payroll Deduction of Union Dues.

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines. The payroll deductions shall be spelled out in Article 28.

3.2 Notification of Union Dues Increase.

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

3.3 Hold Harmless and Indemnification Clause.

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

ARTICLE IV. MAINTENANCE OF MEMBERSHIP

4.1 Revocation of Union Membership.

The City agrees to revocation of Union membership provision as follows:

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deduction except:

- a. During a period no less than 60, nor more than 90 days, preceding the expiration date of this agreement;
- b. In the event of the employee's separation from regular City service, or in the event the employee is appointed to a permanent position in a classification not covered by this agreement, revocation may take place at the time of such status change; or

- c. In the event of a leave of absence without pay or a disability, dues deduction shall be suspended until such time as the employee returns to his covered classification.

ARTICLE V. UNION REPRESENTATIVES

5.1 Union Representatives/Stewards Defined.

The Union may designate at least one employee in each division within a department as its steward for the purpose of assisting other union members in the resolution of disputes concerning wages, hours and working conditions.

5.2 Time Off for “Meet and Confer”.

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

5.3 “Meet and Confer” Committee.

The Union may also designate a committee including a representative from each area or department to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of four members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation. The Union will make a good faith effort to minimize the impact on the operations of any one Department.

5.4 Notice to Supervisors.

Union stewards engaged in such activities shall first obtain approval from their Supervisor before leaving their assigned work areas on such business.

5.5 Release Time for Quarterly Meetings.

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

5.6 Leave for Union Activities.

From time to time up to two (2) employees per calendar year may request leave to participate in union activities, e.g., attendance at union conferences, conventions, trainings, or retreats.

Such requests for union leave shall follow the procedure for requesting union release time. Union leave is not compensable time unless the employee requests to use their own accrued leaves, i.e., accrued vacation leave, accrued floating holiday leave, or accrued CTO leave.

Requests for union leave shall be provided to the City not less than 30 days prior to the time being requested off and are subject to approval.

ARTICLE VI. SALARIES

6.1.1 Cost of Living and Market Adjustments.

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

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

6.1.2 Market Equity Adjustment.

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

- | | |
|------------------------------|---|
| • Accounting Technician | seven percent (7.0%) |
| • Administrative Assistant | seven and three-tenths percent (7.3%) |
| • Community Service Officer | seventeen and two-tenths percent (17.2%) |
| • Police Property Specialist | twenty-three and three-tenths percent (23.3%) |

6.1.3 One-Time Lump Sum Retention Payment.

Eligible employees who are not in the classifications identified in 6.1.2 Market Equity Adjustment shall receive a non-pensionable, one-time lump sum retention payment in the amount of two thousand eight hundred and sixty-one dollars (\$2,861) each, payable the first full pay period following adoption and subject to all applicable withholding. Eligible employees are those employees that 1) do not receive an equity adjustment under 6.1.2 Market Equity Adjustments; 2) are actively employed as of June 30, 2023; 3) are actively employed at time of payment. Employees who have separated, for whatever reason, during the time frame listed are not eligible.

6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

6.3 Longevity.

Effective July 1, 2021, employees with fifteen (15) full continuous years of City service shall be given an additional 2% pay computed on their normal straight time rate of pay.

6.4 Pro-rata Benefits.

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

ARTICLE VII. HOURS OF WORK AND OVERTIME

7.1 Work Week Defined.

The employee's regular workday shall consist of eight hours and the workweek typically consists of a seven consecutive day period, Monday through Sunday. Other schedules may be assigned consistent with Section 7.8 of this Agreement. The City reserves the right to assign new employees to other works weeks and will provide two consecutive days off. Where new work weeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

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

7.2 Overtime Work Schedule.

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

7.3 Overtime and Seniority.

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

7.4 Regular Work Week-Amount of Overtime Earned.

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of (40) hours during a seven-day work period. The standard City work period is a calendar week which begins at 12:00 am on Monday and ends at 11:59 pm on Sunday. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holiday) toward employees' overtime thresholds.

Effective the first full pay period after adoption, hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holidays) and sick leave used will count toward time worked for purposes of determining eligibility for the overtime rate.

7.5 Alternative Work Week-Amount of Overtime Earned.

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than 8 hours a day and less than five days a week. The shift duration hours, work week, and work period for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week. Therefore, employees on an alternative work schedule will earn overtime only when he/she works more hours in a day than their regular work schedule as approved by the City Manager.

7.6 Rate of Overtime/Compensatory Time.

Compensation for overtime hours worked shall be paid at one and one-half times (1.5x) the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times (1.5x) the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee.

At no time shall accrued compensatory time off balance exceed eighty (80) hours with payback to be at the accrued rate. Compensatory time off is paid at the employee's FLSA overtime rate.

7.7 Call Back.

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

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

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

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

7.8 Alternative Work Schedules/Flex Time.

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

Alternative Work Schedule:

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Flex-Time Work Schedule:

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

7.9 Court Appearance on Off-Duty Hours by Community Services Officers.

Any Community Services Officer appearing as a witness during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate. Any Community Services Officer so appearing shall be paid at a rate for actual time required, with a minimum of three (3) hours of compensation.

7.10 Meal Allotment.

During the term of the MOU agreement, the City shall reimburse each employee in the Local One Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of twenty dollars (\$20) for the cost of a meal.

If an employee is required to work a sixth (6th) or seventh (7th) day during any regular scheduled workweek, the City shall also reimburse said employee a total of twenty dollars (\$20) for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

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

7.11 Rest Periods.

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

ARTICLE VIII. STANDBY PAY

8.1 Employees Assigned.

Designated employees assigned to Standby are required to remain continuously available via the City assigned cellular telephone for the time period assigned to respond to calls for service.

8.2 Method of Assignment.

Assignment for standby shall be made on an equalized rotating basis based on seniority.

8.3 Cell Phone Assignments.

City-provided cell phones will be carried for a two-week period in conjunction with pay periods. There will be a primary person and a secondary person assigned to standby status for each two-week period. There will be a seventy- (70) mile radius limit from the City of Pinole for persons carrying the cell phone.

8.4 Standby Protocol.

The Police Department will call the primary number twice in a 15-minute period. If there is no answer to these calls, the Police Department will call the secondary number. If whoever responds to a call requires assistance, they will call the other person on call. If there is no response within 15 minutes, the person who responded will call the home telephone number of the other on-call employee.

If unable to locate this person, the responding employee shall call other employees for assistance. The person not on call who responds will be remunerated at the standby pay at the holiday rate for that day. Persons on standby not responding to a call will not be paid for standby for that day (except if they had responded to another call and are unavailable).

8.5 Standby Schedule Assignments.

Schedule changes will have to have prior approval from the Public Works Director/City Engineer through the Public Works Manager or Wastewater Treatment Plant Manager.

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

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

8.6 Standby Exceptions.

Standby assignments for the Wastewater Treatment Plant personnel and the Wastewater Mechanic shall be identical of the above except that these personnel will carry the cell phone through Monday because of days off. There will be only one employee assigned to standby per two-week period.

8.7 Rest Periods While on Standby.

An employee on standby who is called out between 1:00 a.m. and 4:00 am and who performs a minimum of two (2) hours of work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who

qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift.

For purposes of determining the time frame of the rest period, an employee will be required to "clock out" upon their departure from their workplace. The employee shall use the City provided time method for this purpose located in their assigned workplace. It is understood that the six-hour rest period shall commence at the time the employee "clocks out" from work.

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

8.8 Amount of Standby Pay.

During the term of this MOU agreement, the City agrees to pay the standby designee as follows:

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

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

8.9 Mileage Reimbursement While on Standby.

Mileage reimbursement from portal to portal travel shall be paid to employees driving their personal vehicle when called back pursuant to the IRS mileage reimbursement rate in effect for all city travel.

ARTICLE IV. ACTING IN HIGHER CLASSIFICATION

9.1 Pay Defined and Rate of Pay.

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

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

ARTICLE X. SICK LEAVE

10.1 Rate of Sick Leave Earned.

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of eight (8) hours for each continuous full calendar month of service and shall, or 3.69 hours per pay period in pay status. The employee must be in paid leave status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

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

10.2 Sick Leave Incentive.

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

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

10.3 Use of Sick Leave for Family Care.

Employees may use sick leave for illness or disability in his/her immediate family. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year.

10.4 Use of Sick Leave.

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

10.5 Other Use of Sick Leave.

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

ARTICLE XI. HOLIDAYS

11.1 Authorized Legal Holidays.

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices that is signed by the President of the United States, shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

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

11.2 List of Official Holidays.

Employees shall receive twelve (12) annual paid holidays as follows:

- | | |
|---------------------------------------|--------------------------------------|
| • <i>January 1</i> | <i>New Year's Day</i> |
| • <i>Third Monday in January</i> | <i>Martin Luther King's Birthday</i> |
| • <i>Third Monday in February</i> | <i>Washington's Birthday</i> |
| • <i>Last Friday in March</i> | <i>Cesar Chavez Day</i> |
| • <i>Last Monday in May</i> | <i>Memorial Day</i> |
| • <i>June 19</i> | <i>Juneteenth</i> |
| • <i>July 4</i> | <i>Independence Day</i> |
| • <i>First Monday in September</i> | <i>Labor Day</i> |
| • <i>November 11</i> | <i>Veteran's Day</i> |
| • <i>Fourth Thursday in November*</i> | <i>Thanksgiving</i> |
| • <i>Fourth Friday in November**</i> | <i>Day after Thanksgiving</i> |
| • <i>December 25</i> | <i>Christmas</i> |

* 11/23/2023 and 11/28/2023

** 11/24/2024 and 11/29/2024

All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday falls on a workday in which they are scheduled to work more than 8 hours, the employee must

use their accrued vacation or compensatory time off to make up the difference between the 8 hours and their scheduled hours.

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

11.3 Holidays Falling on Saturday or Sunday.

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

11.4 Holidays Falling on a Regularly Scheduled Day Off.

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

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

11.5 Compensation for Hours Worked on a Holiday.

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

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

ARTICLE XII. VACATION

12.1 Vacation Schedule and Seniority.

Upon supervisory approval, employees shall be given their preference of vacation time, and in the case of conflict between employees, classification seniority shall prevail. To minimize any conflicts, employees shall submit request for vacation use for the preceding six (6) months on or before January 10 and July 10 of each year. Seniority referred to herein shall be defined as the date of hire by classification.

12.2 Vacation Sell Back.

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

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

12.3 Rate of Vacation Earned.

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

<u>Years of Completed Service</u>	<u>Hrs. Accrued Per Year/Pay Period</u>	<u>Maximum Accrual (Hrs)</u>
0 through 4	96/3.69	192
5 through 9	144/5/53	288
10 through 15	160/6.15	320
16+	192/7.38	384

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

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

ARTICLE XIII. MEDICAL INSURANCE

13.1 Medical Insurance Provided.

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

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

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

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

The City pays the medical premiums for the preceding month in the prior month. Employees share of medical premium are also deducted concurrently with the one month in advance. Any increase in the premium the City agrees to pay towards employees medical will be applied concurrently with the employee deduction.

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

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

13.2 Retiree Medical Insurance.

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

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

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

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

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

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

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

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
 - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
 - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.

2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.

- a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

CalPERS Credited Years of Earned Service	Percentage of City Contribution Based On The State's Rate
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

13.3 Medical In-Lieu Payments.

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

- One-party coverage = \$225 per month or \$103.85 per pay period
- Two-party coverage = \$450 per month or \$207.69 per pay period
- Family coverage = \$600 per month or \$276.92 per pay period

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

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

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

ARTICLE XIV. DENTAL INSURANCE

14.1 Dental Insurance Provided.

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 plus Family coverage if desired. Selection of the carrier shall be at the discretion of the City. The City provided dental insurance plan provides for a maximum annual dental payout of \$1,500 for each employee and for each employee's eligible dependents.

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

14.2 Orthodontic Insurance Provided.

During the term of this MOU agreement, employees as defined in Section 1.3, the City agrees to pay the premium for the employee and up to Family coverage if desired. Selection of the carrier is at the discretion of the City. The City provided orthodontic insurance plan provides for a maximum lifetime orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

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

ARTICLE XV. VISION INSURANCE

15.1 Vision Insurance Provided.

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

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

ARTICLE XVI. LIFE INSURANCE

16.1 Life Insurance Provided.

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

16.2 Life Insurance Premium Rates.

During the term of this MOU agreement, the City shall pay the premium for life insurance coverage of one times (1x) the employee's annual base wage salary for employees as defined in Section 1.3, per year per employee in the Local One unit.

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

ARTICLE XVII. DISABILITY INSURANCE

17.1 Disability Insurance Provided.

The City participates in CASDI for short term disabilities and shall provide a Long Term Disability (LTD) Benefit as described in 17.2. The costs of this program are the responsibility of the employee and are paid through payroll deductions.

17.2 Long Term Disability Insurance.

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

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

17.3 Disability Insurance Option for Upgrade.

Employees have the option to upgrade the Long-Term Disability plan to provide two-thirds of salary up to \$5,000 per month at employee expense; provided that all Local One unit members opt for this upgraded coverage with said expense taken as a payroll deduction.

ARTICLE XVIII. FLEXIBLE BENEFITS PLAN, DOMESTIC PARTNERSHIP AND COVERAGE DEFINED

18.1 Flexible Benefits Plan.

The City will pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City. If the City decides to change the administrator for this benefit it will notify the Union not less than thirty (30) calendar days prior to the anticipated change date and offer to meet and confer with the Union over the impacts of said change.

18.2 Domestic Partnership and Coverage Defined.

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

ARTICLE XIX. TUITION REIMBURSEMENT PROGRAM

19.1 Eligibility for Participation in the Tuition Reimbursement Program.

After completing one (1) year of service with the City, an employee is eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in accredited qualifying job-related courses as approved by the Department Head and the City Manager.

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

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

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

ARTICLE XX. PREMIUM PAY

20.1 Pesticide Applicators License.

During the term of the MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Pesticide Applicator's License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

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

20.2 Agricultural Pest Control License.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Agricultural Pest Control Adviser's License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of

maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

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

20.3 Wastewater Treatment Plant Operators Grade License.

During the term of the MOU agreement, when not required by the employee's specification, the City will pay those employees who have a current Wastewater Treatment Plant Operator's Certification Grade III License or above eighty-five dollars (\$85) per month. Employees who possess a higher-grade certificate than what is required in their assigned job classification shall also be eligible for this pay. For example, if an employee is classified by the City as a Wastewater Treatment Plant Operator I and possesses a State Wastewater Treatment Plant Operator II certification, he/she is eligible for this pay.

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

20.4 International Certified Building Official Certificate.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current International Certified Building Official Certificate and utilize said certificate in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

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

20.5 ASE Refrigerant Recovery and Recycling Review Certificate.

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Air Conditioning License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

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

20.6 Educational Degrees.

During the term of this MOU agreement, the City will pay those employees who have earned degrees from accredited college institution additional pay as follows:

- | | |
|------------------------------------|--|
| • Associates of Art/Science Degree | \$ 75.00 per month or \$34.61 per pay period |
| • Bachelor of Arts/Science Degree | \$150.00 per month or \$69.23 per pay period |

An employee is only eligible to receive educational degree premium pay for either an Associates of Arts/Science degree or Bachelor of Arts/Science degree. This amount of pay is based on an employee possessing either an AA/AS or a BA/BS degree and not for both. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

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

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

20.7 Bilingual Pay.

During the term of this MOU agreement, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 5% of their monthly base salary. This premium pay will be effective the first day of the pay period following successful completion of the testing process. The City retains the discretion to determine which classifications/positions and which languages, are eligible. This benefit shall not compound, nor be compounded by, any other additional compensation.

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

ARTICLE XXI. RETIREMENT

21.1 CalPERS Retirement Plan.

The City shall provide retirement benefits through a contract with the Public Employees Retirement System (CalPERS). The City's retirement plan is the 2.5% at 55 Plan for "classic" employees as defined by PEPR and CalPERS. Employees hired on or after January 1, 2013 that are "New Members" as defined by PEPR and CalPERS are under the 2% at 62 Plan.

21.2 Employee and Employer Contribution Rates.

Employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. In accordance with PEPR, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPR and CalPERS will be responsible to pay their contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate under the 2.5% at 55 Plan shall be as follows:

- A. Effective the full pay period that contains July 1, 2021, the employee's total CalPERS contribution (combined Employee contribution and Employee's share of the City's contribution) for employees shall be eighteen percent (18%).
- B. Effective the full pay period that contains July 1, 2022, the employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

22.1 Uniform Laundry Service.

The City shall provide a weekly laundry service to all represented maintenance and related classes for which the City requires standard attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of uniform laundry services provided to an employee shall be reported as compensation to the employee.

22.2 Safety Shoes.

The allowance provided by the City for the purchase of safety shoes, except for the Police Property Specialist, for maintenance and related job classifications for which the City requires safety shoes is two hundred twenty-five dollars (\$225) per year paid the first pay period in January annually. The allowance paid to employees becoming eligible throughout the year shall be prorated.

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

22.3 Community Services Officer and Police Property Specialist Uniform Allowance.

During the term of this MOU agreement, the City-provided uniform allowance for Community Services Officers and Police Property Specialist shall be \$650.00 per calendar year and paid on a pro-rated basis each pay period within that year. The total allowance paid to employees becoming eligible for the allowance throughout the year shall be prorated for that year.

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

22.4 Community Services Officer and Police Property Specialist Safety Equipment.

22.4.1 Police Property Specialist.

Employees in the classification of Police Property Specialist shall be provided safety equipment by the Department, including a flashlight and holder and radio and holder, and other safety equipment as deemed necessary by the Department.

22.4.2 Types of Safety Equipment Required-Sworn.

Community Services Officers (CSO) are required to purchase, maintain and replace the following items of safety equipment: duty belt, handcuffs, handcuff case, mace holder, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

22.4.3 Safety and Repair of Safety Equipment.

Each CSO shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 22.4.2, that is not in a usable state due to damage or deterioration.

22.4.4 Amount of Safety Equipment Allowance.

The City will provide each CSO \$130.00 per fiscal year (\$5.00 per pay period), for the purchase of the safety equipment listed in Section 22.4.2.

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

22.5 Withholding Payment of Clothing Allowance.

Payment of the clothing allowance shall be withheld from employees in the following types of status:

- a. injury leave or sick leave in excess of three consecutive months;
- b. Medical leave of absence without pay; and/or
- c. Any leave, paid or unpaid, following an application for disability retirement.

It is the intent of this Article that the clothing allowance be paid only in those circumstances in which it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

ARTICLE XXIII. CERTIFICATION FEES

23.1 Payment for Certificate Issuance and Renewals.

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

23.2 Payment of Department of Transportation License Fees.

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

An employee shall have the option to utilize any of the City's approved medical providers for the required medical examination (Concentra or Muir Diablo). The employee shall also have the option to use the Provider of their choice, however they shall only be reimbursed up to the City annually negotiated rates with Concentra and Muir Diablo.

ARTICLE XXV. BEREAVEMENT LEAVE

25.1 Paid Bereavement Leave.

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

25.2 Definition of Immediate Family.

For purposes of this section immediate family shall be defined to include spouse or eligible domestic partner certified by the California Secretary of State, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, niece, or nephew, of the employee.

ARTICLE XXVI. GRIEVANCE PROCEDURE

26.1 Grievance Defined.

A grievance is any dispute which arises out of the application, enforcement, or interpretation of this Agreement, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

26.2 Reflection for Use of Procedure.

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

26.3 Grievance Procedure Defined.

This grievance procedure is established to accomplish the following objectives:

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

26.4 Grievance Process.

Conduct of Grievance Procedure shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, including an attorney or may represent him or herself in preparing and presenting his grievance at any level of review.

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

26.5 Grievance Procedure.

The Grievance Procedure shall be as follows:

Step 1.

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

A grievance involving disciplinary action cannot be resolved at a level less than that at which the decision for disciplinary action was made. The aggrieved employee may petition to the individual who initiated the action being grieved; or, may petition the next higher level of supervision for resolution of the grievance.

Step 2.

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

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

Step 3.

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

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

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

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee. Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he then considers appropriate to review and settle the grievance. He/she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report.

If the grievance results from disciplinary action taken against the employee, and steps one and two of the grievance procedure have been exhausted, the City Manager as Hearing Officer shall conduct a hearing, within 30 days of the receipt of the employee's appeal or Employee Appeals Board report if such has been requested. However, upon receipt of an Employee Appeals Board report, the grievance procedure may be concluded if mutually agreed between the grievant and the Department Manager.

If a hearing, though, is to be conducted, the City Manager may continue the hearing either for the convenience of the City or upon written application of the employee for a period not to exceed an additional 30 days. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the employee.

Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the employee and other persons may be examined as provided in Section 19580 of the Government Code, the

employee may be represented by an attorney or his recognized employee organization, and the parties may submit all proper and competent evidence against or in support of the causes. The City Manager shall render a written decision within fifteen days after concluding the hearing, and the decision of the City Manager shall be final and not subject to review or appeal by the City Council.

ARTICLE XXVII. PROBATIONARY PERIOD

27.1 Objective of the Probationary Period.

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

27.2 Probationary Period.

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

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

27.3 Promotional Probationary Period.

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

ARTICLE XXVIII. Union Membership, Due Deduction, and New Employee Orientation

28.1 Union Membership.

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

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

28.2 Annual AFSCME/Local One Financial Reports Required.

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

28.3 Indemnification.

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

28.4 AB119 - New Employee Orientation (NEO).

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

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

28.5 Notice Requirements.

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

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

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

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

28.6 Reporting Requirements.

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide Public Employees Union, Local One with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

ARTICLE XXIX. MANAGEMENT RIGHTS

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

- a) The right to determine the mission of the City, including without limitation the City's agencies, department, divisions, boards, and commissions;
- b) The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction location and determination of the size and mission of the work force;
- c) The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for an position(s) within the City;
- d) The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;
- e) The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work, however, the City will meet and discuss with the Union prior to contracting out work normally completed by classifications within the bargaining unit. The City will meet with the Union no later than December 31, 2023, to provide the current status and to review bargaining unit work contracted out at the time of ratification;

- f) The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualification are met;
- g) The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h) The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i) The right to schedule and assign work, make reassignments and assign overtime work;
- j) The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k) The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l) The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and
- m) The right to maintain orderly, effective and efficient operations.

"The City's reservation of its management rights does not modify the City's obligation to meet and confer on the impacts of management rights decisions on the terms and conditions of employment of employees covered by this MOU, to the extent that meet and confer would be otherwise required by the Meyers Miliias Brown Act."

ARTICLE XXX. DURATION

30.1 Term.

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

30.2 MOU "Meet and Confer" Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer

regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of Section 28.3.

Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

The parties shall begin meeting to negotiate a successor agreement no later than February 1, 2025, or other date agreed to by the parties.

30.3 Notice of Termination.

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

30.4 Effective Date.

All provisions contained in this agreement are effective on the agreement execution date unless otherwise specified.

30.5 Continuation of MOU in Light of Federal/State Law Changes.

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

[SIGNATURES ON NEXT PAGE]

SIGNATURES

CITY OF PINOLE

Andrew Murray, City Manager

Date

Stacy Shell, Human Resources Director

Date

Charlene Davis, Human Resources Analyst

Date

Gregory Ramirez, Chief Negotiator

Date

AFSCME PUBLIC EMPLOYEES UNION LOCAL 1

Ana AvilesAvila, President

Date

Jose Garcia, Team Member

Date

Linda Segundo, Team Member

Date

Anthony Wilson, Team Member

Date

Lisa A. Davis, Chief Negotiator and
Senior Business Agent

Date

ATTACHMENT A - SALARY SCHEDULE

EFFECTIVE 07/03/2023

LOCAL 1 @ 07/03/2023

Accounting Assistant I	3,317.35	19,138.5	3,483.22	20,095.5	3,657.38	21,100.3	3,840.26	22,155.3	4,032.27	23,263.1
Accounting Assistant II	3,589.84	20,710.6	3,769.33	21,746.2	3,957.81	22,833.5	4,155.70	23,975.2	4,363.49	25,174.0
Accounting Technician	5,348.65	30,857.6	5,616.06	32,400.5	5,896.89	34,020.5	6,191.74	35,721.6	6,501.34	37,507.7
Administrative Assistant	5,941.35	34,277.0	6,238.42	35,990.9	6,550.35	37,790.5	6,877.87	39,660.0	7,221.77	41,664.1
Cable Access Technician	6,031.52	34,797.2	6,333.11	36,537.1	6,649.77	38,364.0	6,982.26	40,282.3	7,331.38	42,296.4
Cook*	3,508.40	20,240.8	3,683.82	21,252.8	3,868.02	22,315.5	4,061.42	23,431.3	4,264.50	24,602.9
Community Service Officer	5,838.56	33,684.0	6,130.49	35,368.2	6,437.02	37,136.7	6,758.88	38,993.5	7,096.83	40,943.3
Custodian	3,136.02	18,092.4	3,292.82	19,971.1	3,457.47	19,949.9	3,630.34	20,944.3	3,811.87	21,991.5
Fleet Maintenance Mechanic	6,486.68	37,423.2	6,811.02	39,294.4	7,151.58	41,259.1	7,509.17	43,322.1	7,884.63	45,488.3
Field Maintenance Mechanic	5,717.43	32,985.1	6,003.30	34,834.4	6,303.47	36,366.2	6,618.65	38,164.5	6,949.59	40,093.8
Information Systems Technician I	3,379.05	19,494.5	3,548.01	20,469.3	3,725.41	21,492.7	3,911.68	22,567.4	4,107.27	23,695.8
Information Systems Technician II	6,142.53	35,437.6	6,449.66	37,209.6	6,772.15	39,070.1	7,110.76	41,023.6	7,466.31	43,074.9
Laboratory Technician I	6,397.85	36,910.7	6,717.75	38,756.2	7,053.64	40,694.1	7,406.33	42,728.8	7,776.66	44,865.3
Laboratory Technician II	7,053.62	40,694.0	7,406.31	42,728.7	7,776.64	44,865.2	8,165.48	47,109.5	8,573.76	49,464.0
Lead Records & Property Specialist	5,524.19	31,870.3	5,800.40	33,463.9	6,080.43	35,137.1	6,394.96	36,894.0	6,714.71	38,738.7
Office Assistant	4,711.20	27,180.0	4,946.76	28,539.0	5,194.10	29,968.0	5,453.81	31,464.3	5,726.51	33,037.6
Permit Technician I	5,591.91	32,261.0	5,871.51	33,874.1	6,165.09	35,567.8	6,473.35	37,346.2	6,797.02	39,213.6
Permit Technician II	6,165.07	35,567.7	6,473.33	37,346.2	6,797.01	39,213.5	7,136.66	41,174.2	7,493.72	43,233.0
Permit Technician III	6,796.99	39,213.4	7,136.65	41,174.1	7,493.70	43,232.9	7,868.39	45,394.5	8,261.92	47,664.3
PW Maintenance Worker	5,266.85	30,385.7	5,530.20	31,905.0	5,806.71	33,500.3	6,097.05	35,175.1	6,401.91	36,934.1
PW Senior Maintenance Worker	5,719.10	32,994.8	6,005.06	34,644.6	6,305.32	36,376.8	6,620.59	38,195.7	6,951.63	40,105.5
Police Property Specialist	6,132.40	35,379.2	6,439.03	37,148.2	6,760.99	39,005.7	7,099.04	40,958.0	7,454.00	43,003.9
Police Records Specialist	5,011.34	28,911.6	5,261.92	30,372.2	5,525.02	31,875.1	5,801.27	33,468.9	6,091.34	35,142.4
Recreation Activities Specialist*	4,809.45	27,746.8	5,049.92	29,134.2	5,302.42	30,590.9	5,567.55	32,120.5	5,845.93	33,726.5
Wastewater Operator in Training	5,664.12	32,677.6	5,947.33	34,311.5	6,244.70	36,027.1	6,556.94	37,828.5	6,884.80	39,720.0
Wastewater Operator	7,851.91	45,295.5	8,244.51	47,564.5	8,656.74	49,942.7	9,089.59	52,439.9	9,544.08	55,062.0
Wastewater Senior Operator	8,845.26	51,030.4	9,287.53	53,581.9	9,751.92	56,261.1	10,239.53	59,074.2	10,751.51	62,026.0
Wastewater Maintenance Mechanic	6,621.55	38,201.2	6,952.63	40,113.3	7,300.27	42,116.9	7,665.29	44,228.8	8,048.58	46,434.0
Wastewater Sr. Maintenance Mechanic	7,820.25	45,116.8	8,211.27	47,372.7	8,621.85	49,741.4	9,052.95	52,228.5	9,505.60	54,840.0

EFFECTIVE 07/01/2024

LOCAL 1 @ 07/01/2024

Accounting Assistant I	3,450.04	19,904.1	3,622.55	20,899.3	3,803.68	21,944.3	3,993.87	23,041.5	4,193.56	24,193.6
Accounting Assistant II	3,733.43	21,539.0	3,920.11	22,619.0	4,116.12	23,746.8	4,321.93	24,934.2	4,538.03	26,180.9
Accounting Technician	5,562.59	32,091.9	5,840.73	33,896.5	6,132.77	35,381.4	6,439.41	37,150.5	6,761.39	39,008.0
Administrative Assistant	6,179.00	35,648.1	6,487.96	37,430.5	6,812.36	39,302.1	7,152.99	41,267.2	7,510.64	43,330.6
Cable Access Technician	6,272.78	36,189.1	6,586.43	37,998.6	6,915.76	39,898.6	7,261.55	41,893.8	7,624.84	43,988.3
Cook*	3,648.74	21,050.4	3,831.18	22,102.9	4,022.74	23,208.1	4,223.88	24,368.5	4,435.08	25,587.0
Community Service Officer	6,072.10	35,031.3	6,375.71	36,782.9	6,694.50	38,622.1	7,029.24	40,553.3	7,380.70	42,581.0
Custodian	3,261.46	18,816.1	3,424.54	19,756.9	3,595.77	20,744.8	3,775.56	21,782.1	3,964.34	22,871.2
Fleet Maintenance Mechanic	6,746.15	38,920.1	7,083.46	40,866.1	7,437.65	42,909.5	7,809.54	45,055.0	8,200.02	47,307.8
Field Maintenance Mechanic	5,946.12	34,304.6	6,243.43	36,019.8	6,555.61	37,820.8	6,883.40	39,711.9	7,227.58	41,697.6
Information Systems Technician I	3,514.21	20,274.3	3,689.93	21,288.0	3,874.43	22,352.5	4,068.15	23,470.1	4,271.56	24,643.6
Information Systems Technician II	6,389.23	36,855.2	6,707.64	38,697.9	7,043.03	40,632.9	7,395.19	42,664.6	7,764.96	44,797.8
Laboratory Technician I	6,853.76	38,387.1	7,186.46	40,365.5	7,535.79	42,321.9	7,902.59	44,438.0	8,287.72	46,659.9
Laboratory Technician II	7,335.77	42,321.7	7,702.57	44,437.9	8,087.70	46,659.8	8,492.10	48,992.9	8,916.71	51,442.6
Lead Records & Property Specialist	5,745.15	33,145.1	6,032.42	34,802.4	6,334.04	36,542.6	6,650.75	38,369.7	6,983.30	40,288.3
Office Assistant	4,899.64	28,267.2	5,144.63	29,680.6	5,401.87	31,164.6	5,671.97	32,722.9	5,955.57	34,359.1
Permit Technician I	5,815.58	33,551.4	6,108.37	35,229.0	6,411.69	36,990.5	6,732.28	38,840.1	7,068.90	40,782.1
Permit Technician II	6,411.68	36,980.4	6,732.27	38,840.0	7,068.89	40,782.0	7,422.34	42,821.2	7,793.46	44,962.3
Permit Technician III	7,068.87	40,781.9	7,422.32	42,821.1	7,793.44	44,962.2	8,183.12	47,210.3	8,592.29	49,570.9
PW Maintenance Worker	5,477.52	31,601.1	5,751.40	33,181.2	6,038.98	34,840.3	6,340.93	36,582.3	6,657.99	38,411.5
PW Senior Maintenance Worker	5,947.86	34,314.6	6,245.26	36,030.4	6,557.53	37,831.9	6,885.41	39,723.5	7,229.69	41,709.8
Police Property Specialist	6,377.70	36,794.4	6,698.59	38,634.2	7,031.43	40,565.9	7,389.01	42,594.3	7,752.16	44,724.0
Police Records Specialist	5,211.80	30,068.1	5,472.39	31,571.5	5,746.02	33,150.1	6,033.32	34,807.6	6,335.00	36,548.1
Recreation Activities Specialist*	5,001.82	28,856.7	5,251.92	30,299.5	5,514.52	31,814.5	5,790.25	33,405.3	6,079.77	35,075.6
Wastewater Operator in Training	5,890.68	33,984.7	6,185.22	35,684.0	6,494.49	37,468.2	6,819.22	39,341.7	7,160.19	41,308.8
Wastewater Operator	8,165.98	47,111.4	8,574.29	49,467.1	9,003.01	51,940.5	9,453.17	54,537.5	9,925.84	57,264.5
Wastewater Senior Operator	9,199.07	53,071.6	9,659.04	55,725.2	10,142.00	58,511.5	10,649.11	61,437.2	11,181.57	64,509.1
Wastewater Maintenance Mechanic	6,886.41	39,729.3	7,230.74	41,715.8	7,592.28	43,801.6	7,971.90	45,991.7	8,370.51	48,291.4
Wastewater Sr. Maintenance Mechanic	8,133.06	46,921.5	8,539.72	49,267.6	8,966.72	51,731.1	9,415.06	54,317.7	9,885.83	57,033.6

ATTACHMENT B - RESOLUTION

ATTACHMENT C - CSO COURT APPEARANCE OVERTIME