

RESOLUTION NO. 2175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
 THE CITY OF SOLEDAD AND CALPRO/INTERNATIONAL
 BROTHERHOOD OF PAINTERS AND ALLIED TRADES,
 LOCAL #2345, AFL-CIO

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of the City of Soledad to execute and deliver a Memorandum of Understanding (MOU) between the City of Soledad and CALPRO/International Brotherhood of Painters and Allied Trades, Local #2345, AFL-CIO in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 22nd day of June, 1992, by the following vote:

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma
 NOES, Councilmembers None
 ABSENT, Councilmember. None



 MAYOR OF THE CITY OF SOLEDAD

ATTEST:



 CITY CLERK OF THE CITY OF SOLEDAD

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOLEDAD
AND
CALPRO/INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES
AFL/CIO

This Memorandum of Understanding (MOU) and agreement is made by and between the CITY OF SOLEDAD, a Municipal Corporation, hereinafter called CITY, and CALPRO, THE CALIFORNIA PROFESSIONAL EMPLOYEES, LOCAL UNION #2345, DIVISION OF INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called UNION, pursuant to the provisions of Government Code 3500 (et sequens).

UNION has been formally recognized by CITY as the majority representative of an employee representation unit consisting of persons in certain classifications employed by the CITY OF SOLEDAD, designated and hereinafter referred to as the General Unit, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et sequens) and the Employer-Employee Relations Resolution (Resolution No. 1005 of CITY).

Representatives of UNION and CITY have met and conferred in good faith and have reached an understanding with respect to the terms and conditions of employment of CITY employees within the General Unit.

1. Composition of Unit. The representation unit designated and herein referred to as the Unit, of which UNION is the recognized majority representative, consists of permanent full-time, and permanent part-time City employees and specifically excludes temporary employees in any classification

and employees filling non temporary positions listed below:

- A) Secretary to City Manager
- B) Secretary to Chief of Police
- C) Sworn Peace Officers

The word "employee", as used in this agreement, means an employee within the General Unit. Any new full-time non police officer class created by the CITY whose position is not of supervisory nature as designated by the CITY shall be included in the General Unit represented by the Union.

2. Employer-Employee Relations Resolution
Incorporated.

The Employer-Employee Relations Resolution of CITY (Resolution No. 1005) is incorporated herein and by reference made a part of this agreement, and the provisions of this agreement shall be construed and interpreted in a manner consistent with the provisions of said resolution. Wherever in this agreement reference is made to the City Manager of the CITY, such reference is to him or her in his or her capacity as Municipal Employee Relations Officer pursuant to said resolution.

3. Dues Check-off. The CITY agrees to deduct, as a single, monthly deduction, dues for employees and such other deductions as approved by the UNION Board of Directors and authorized, in writing, by the individual employees with membership in the General Unit as one deduction pursuant to CITY payroll operations.

Any changes in previously authorized deduction amounts shall be initiated by the UNION no more frequently than once per quarter and shall be submitted on a timely basis to the CITY.

Cancellation of the UNION deduction by a member employee

shall be in writing and delivered to the CITY by the employee canceling the deduction. The CITY shall promptly notify the UNION Steward of any such cancellation in dues. Said notice shall be in writing.

Member employees of the UNION who have no earnings during a pay period shall arrange with the UNION for the direct payment of dues owed the UNION. The CITY will not deduct dues from member employees who show no earnings during a particular payroll period.

CITY shall transmit to the UNION, as soon as reasonably possible, the aggregate of such deductions, along with an itemized statement of the deductions taken. Dues deducted and paid to the UNION in error shall be refunded to CITY upon presentation of proof of such error.

It is further agreed that the UNION shall indemnify and save the CITY harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the CITY for the purpose of complying with the provisions of this section.

4. Step Increases

(a) The full-time employee pay plan shall be based upon a salary range of five (5) steps for each classification. The difference between each step shall be four and one half percent (4-1/2%) of the salary for that classification. The City Manager may make an appointment to a position at any step within the classification assigned, based upon the experience, education and demonstrated ability of the appointee.

(b) An employee who has completed one (1) full year of service at steps 1, 2, 3, or 4, will be considered for

advancement to the next higher step. Each employee eligible for advancement shall be annually evaluated and notified, in writing, by his or her department head and the employee shall participate in such evaluation and shall be afforded the opportunity for self-evaluation with respect to work performance and job improvement goals. Employee counseling and/or feedback sessions may occur as frequently as necessary.

(c) For outstanding job performance, an employee may be granted a merit advancement by the City Manager prior to the time that he or she otherwise would be eligible under the foregoing provisions of this section.

(d) Effective July 1, 1992, the pay scale for the represented classifications will be increased at 4%. Beginning the pay period of July 1, 1993, the pay scale for the represented classifications shall be increased by 4%. If the management unit is granted an increase greater than that above, a like amount shall be so granted to the unit. If from the period of fiscal year 1992/1993 this unit shall reduce its sick leave usage by fifty percent (50%) and also loss work days resulting from industrial accidents and injuries by fifty percent (50%), as compared to the same period of time for fiscal year 1991/1992, then an additional 1% increase shall be granted beginning the pay period of July 1, 1993.

(e) Employees shall be added to the roll of employees covered by the CITY's retirement plan on the first entry date provided for in said plan. The CITY shall contribute 6.5% of the employee's salary to said plan, and the employee shall contribute 5.5% of his or her salary to the plan.

(f) The City shall provide a pay differential of

Thirty-five Dollars (\$35) per month for proven bilingual skills, in those positions for which the City, as deemed by the City Manager, is provided a benefit in the exercise of bilingual ability.

(g) Although currently not feasible, during the course of this agreement, the City shall make a reasonable effort to pay employees every other week.

(h) Employees shall be paid in a sealed envelope.

(i) Compensation for Working Out of Classification. An employee shall not be required to perform duties not a part of the employee's classification except as provided in this section. Whenever an employee is assigned duties and responsibilities of a higher classification and such assignment is for a period of at least ten (10) working days, the employee shall receive the pay for the range of the duties performed at the lowest step on the range which will give the employee a salary increase above their salary for all time in excess of the first ten (10) days.

5. Notice of Proposed Actions by City. Pursuant to Section 8 of City Resolution No. 1005, except in cases of emergency, the UNION shall be given reasonable written notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet with the City representative prior to its adoption. Advance notice on matters subject to consultation, but outside the scope of representation, is desirable but not mandatory.

6. Uniform Allowance/Provision of Safety Equipment.

During the term of this agreement the CITY will furnish the

initial uniform and pay each qualified uniformed employee the sum of sixty (\$60) dollars per month as a uniform maintenance allowance.

(a) Safety Equipment. During the term of this agreement the CITY will pay 100% of the cost of any required safety equipment and 50% of safety shoes.

(b) The City shall commit to seek cost efficient training to improve employees' skills, techniques or efficiency, either individually or by class. The City Manager shall determine, on a case by case basis, the validity of particular training in meeting the above goals.

(c) During the term of this agreement, Public Works employees shall be provided emergency Cardiopulmonary Resuscitation (CPR) training, and training for animal control.

7. Long Term Disability Insurance. During the term of this agreement CITY will continue to maintain its present long term disability insurance coverage for employees as long as coverage is available as of the current rate of June 30, 1990.

8. HEALTH CARE

The CITY shall contribute toward the CITY sponsored health, dental, vision, prescription card program as follows:

- Employee only Full Cost
- One or more dependents Up to \$200

If the employee has no dependents, the CITY shall contribute to the employee as other income 5.5% of salary or \$80.00, whichever is less, for the City's retirement plan in lieu of health, accident and dental benefits for dependents.

The CITY and the UNION will meet during the term of this agreement to discuss the CITY's Health Insurance Program. The

purpose of this review will be to review the City's program and consider recommendations to the City Manager for potential changes. By agreeing to this clause, the UNION recognizes the CITY makes no commitment to change.

9. Regular Hours of Work. Regular hours of work for employees shall be as follows.

(a) The basic work week for permanent full-time employees shall be forty (40) work hours per week. Said work week shall consist of seven (7) consecutive days, starting at midnight on Saturday and ending at midnight the following Saturday.

(b) The normal work day shall consist of not more than nine (9) consecutive hours, including a one hour lunch period and rest breaks.

(c) Each employee shall be allowed a daily lunch period of one hour duration unless otherwise authorized by the department director. Said lunch period shall not be included in the employee's work hours. It may be taken away from the work site, provided equipment and the work area are properly and safely secured.

(d) Each employee shall be allowed two (2) rest breaks of fifteen (15) minutes each, one of which shall be prior to, and one of which shall be after the lunch period.

10. Overtime. An employee who is required to work more than forty (40) hours in a work week, shall be paid one and one-half (1-1/2) times the employee's regular rate of pay for all such hours worked or, at the City's option, applied to compensatory time at the one and one-half (1-1/2) rate. Use of compensatory time off can be accrued up to 48 hours maximum.

(a) For the Maintenance Worker II position occupied by

Gamaliel ("Gama") Romero and the Senior Sewer Plant Operator positions occupied by Chester Campbell and Ernest Delgado, the City shall pay one and one-half (1-1/2) times the employee's regular rate of pay or applied to compensatory time at one and one half (1-1/2) the regular rate, for scheduled mandatory work outside the regular working hours, regardless of the hours worked within the work week.

11. Call-Out Pay. Call-out pay will be paid at one and one-half (1-1/2) times the employee's regular rate of pay at a minimum of two (2) hours, except in those cases when the call-out period continues into the regularly scheduled shift whereupon straight pay would commence with the start of the regular shift. Call-out time shall be computed from the time the employee reports to work to the time he or she leaves work except as provided above.

12. Steward Leave A designated UNION steward not exceeding one (1) at a time, shall be granted leave from duty without loss of pay for the purpose of meeting and conferring or representing an employee on matters within the scope of representation. Such UNION steward shall first obtain permission through the appropriate management channel before leaving his/her work or work location. Permission shall not be arbitrarily withheld.

13. Leave of Absence Without Pay Leave of Absence Without Pay may be granted by the City Manager of CITY in cases of emergency or where such absence would not be contrary to the best interests of CITY. Denial of this benefit by the City Manager is non grievable.

14. Leave of Absence for Death Within Family.

(a) Leave of absence with pay for a period not to exceed three (3) days may be granted to a permanent employee by the City Manager in the event of the death of an immediate family member.

(b) For purposes of this paragraph, an immediate family member is defined as a spouse, mother, father, brother, sister, child, step-child, grandparent or grandchild.

(c) Leave of absence may also be granted by the City Manager for permanent employees in the event of the death of a family member not within the employee's immediate family as defined above but defined as father in-law, mother in-law, sister in-law and brother in-law. The employee can use his/her compensatory time, sick time, or vacation time for this leave.

15. Sick Leave. The purpose of sick leave is to provide an employee time off without loss of pay due to illness. It is provided in recognition of the fact that a sick employee is not fully productive and that time off to rest will allow such employee to recuperate more rapidly. Additionally sick leave is provided so that employees who have illnesses which may be contagious will not expose other employees or members of the public. Sick leave shall not be considered as a privilege which an employee may use at his or her own discretion, but shall be granted only upon the recommendation of the employee's department head. Sick leave shall be allowed and used only in the case of necessity and actual personal sickness or disability, medical or dental treatment. In the case of any emergency illness within the employee's immediate family as defined in Section 14 (b), (c), up to three days emergency leave shall be allowed and deducted from the employees sick leave account

For the purpose of this section, Emergency shall be defined as any unforeseen, unexpected event or condition that could not be anticipated or prepared for and requires immediate action.

Sick leave allowances and requirements shall be as follows:

(a) Each employee shall be allowed one (1) day sick leave for each month of employment. Unused sick leave earned by an employee may be carried forward into succeeding years as accumulated sick leave up to a maximum of ninety (90) days.

(b) Sick leave taken by an employee shall be subtracted from the amount of unused sick leave accumulated by the employee. When all such sick leave has been utilized, an employee may draw against his or her vacation time and/or accrued compensation time.

(c) Every employee must report to his or her department head the reason for the employee's absence. This report must be no later than the first day of absence.

(d) An employee on sick leave must keep his or her department head informed of his or her condition, if the absence is more than two (2) working days

(e) On any sick leave absence, the CITY may demand a physician's certificate. In any calendar year, the first such demand for a certificate shall be paid by the employee. Any subsequent demands in the same calendar year for a certificate shall be paid for by the City

(f) An employee who is eligible for time loss payments under the Workers' Compensation Laws shall for the duration of such payments up to but not exceeding ninety (90) days, receive only that portion of his or her regular salary which, together with the time loss payment, will equal the employee's regular

salary. In order not to work an undue hardship on the employee caused by the time lag involved in obtaining loss payments for an industrial injury, the employee shall receive his or her full salary pending receipt of time loss payments by reason of said injury; upon receipt of such time loss payments the employee shall endorse the payment checks and turn them over to CITY. In such case, the employee shall not be charged with, or shall he or she accrue, sick leave or vacation leave for this period.

(g) The CITY shall provide a sick leave use reduction incentive. Employees who in the course of each calendar year use four days or less of sick or emergency leave will have the option to convert 25% of the sick leave accumulated during that calendar year to regular pay at their current hourly rate. Sick leave so converted to pay shall be deducted from the cumulative total.

(h) An employee on sick leave will continue to accrue benefits as though he or she was working. And upon returning to work will be placed on his/her regular job classification.

(i) If an employee shall leave the service of the City in good standing, the City shall pay the employee at his/her regular salary up to a maximum of fifteen (15) days of accumulated sick leave.

16. Voting Leave. Time off with pay to vote at any general, direct primary, or presidential primary election, shall be granted as provided in the California Elections Code. Notice that an employee desires time off shall be in accordance with the provisions of said code.

17. Jury Duty A permanent employee required to report for jury duty shall be granted a leave of absence with

pay from his or her assigned duties until released by the Court, provided the employee remits to the CITY all fees received for such duty other than mileage and subsistence allowances within thirty (30) days after the termination of his or her jury service.

18. Subpoenas. A permanent employee who is subpoenaed to appear as a witness on behalf of the State of California or any of its agencies shall be granted leave of absence with pay while performing that duty until he or she is released, provided the employee remits to the CITY all fees received for such duty other than mileage and subsistence allowances within thirty (30) days after the termination of such service.

19. Maternity Leave. Pregnancy will be treated as any other disability. An employee may work with her doctor's consent as long as she is able to perform her duties in a proper manner. If the employee is not so able to perform her duties, she will be placed on maternity leave, subject to the following conditions:

(a) The employee must apply to the City Manager, in writing, for maternity leave. Included with such application shall be a doctor's certificate certifying the pregnancy, estimating the delivery date and providing an exact calendar date for the recommended start of leave.

(b) The employee shall begin her maternity leave on the date recommended by her physician

(c) All maternity leaves shall be without pay and without a loss in seniority; provided, that an employee may use accumulated sick leave and/or accumulated vacation leave during

her period of absence if indicated by a physician that she is unable to work.

(d) Maternity leave shall terminate when the employee's doctor certifies, in writing, that she is able to work. It shall be incumbent upon the employee to obtain such a certificate and deliver it to the City Manager of CITY. In no event shall an employee be entitled to more than four (4) month's maternity leave.

20. Vacation Leave. Each permanent, full-time employee of the CITY shall be entitled to a vacation each year based upon length of service, as follows:

(a) After continuous service of more than six (6) months but not more than three years, up to ten (10) working days vacation each year, computed from the date of hiring at the rate of 6.67 hours per month.

(b) After continuous service of more than three (3) years but not more than ten (10) years, up to fifteen working days vacation each year, computed at the rate of ten (10) hours per month.

(c) After continuous service of more than ten (10) years but not more than fifteen years, up to seventeen (17) working days vacation each year, computed at the rate of 11.333 hours per month.

(d) After continuous service of more than fifteen (15) years, up to twenty working days vacation each year, computed at the rate of 13.333 hours per month.

Each permanent, part-time employee of the CITY, shall be entitled to a vacation each year on the same basis, subject to the same minimum requirement for continuous service, except that

the number of days of vacation time shall be proportionately reduced so that for example, a one-third (1/3) time employee shall be entitled to one-third (1/3) of the vacation of a full-time employee with equivalent service; and, a one-half (1/2) time employee shall be entitled to one-half (1/2) of the vacation of a full-time employee with equivalent service.

When it is impractical for any reason to schedule any vacation within any year, vacations may be accumulated up to two (2) years. Employees shall be paid for accumulated vacation leave upon termination of employment. The CITY will continue to allow the employee to buy back their vacation pursuant to CITY direction.

21. Absence Without Leave. Absences without leave shall be without pay. An employee who is absent without leave for more than three (3) consecutive days shall be treated as having resigned his or her employment and shall thereupon terminate; such termination to be automatic without the necessity of any action on the part of CITY or any rights of appeal by the employee.

22. Life Insurance. CITY shall provide each employee with term life insurance in the amount of the employee's annual salary.

23. Deferred Compensation. A deferred compensation plan shall be made available to employees by the CITY. Participation in the deferred compensation plan shall be strictly voluntary.

24. Re-employment. A permanent employee who has been laid off and re-employed by the CITY within 12 months of the layoff shall be entitled to, upon re-employment.

(a) Restoration of fifty percent (50%) of all sick leave credited to the employee's account at the time of layoff, and;

(b) Credit for prior service for the purpose of determining vacation accrual rate, and,

(c) Step-in-grade at the time of layoff.

25. Holidays. The CITY shall recognize and observe 12 paid holidays. Said holidays shall be established by resolution of the City Council. A holiday worked will be paid at the rate of one and one-half (1-1/2) of the regular rate plus the holiday pay.

26. Job Vacancies. The CITY agrees to post job vacancies at the City yard, City Hall, and Police Department, with qualifications; and, if any City employee wishes to be considered for that position then he or she shall make written request to the City Manager.

27. Probationary Period for New Employees. The probationary period for new employees shall be governed by the provisions of the Soledad Municipal Code, Chapter 2.24, et sequens.

28. Term of the Agreement. This agreement shall remain in effect for a period of two (2) years, commencing July 1, 1992, and ending June 30, 1994.

29. Health Hazards: Inoculations. Employees who are exposed to health hazards by direct contact with raw sewage, industrial waste, human or animal waste, shall have the benefit of having the CITY arrange for inoculations for typhoid and paratyphoid fevers, tetanus, polio virus, and other inoculations recommended by the Monterey County Public Health Officer.

30. Salary Information. The CITY shall furnish

each member of the General unit, a bi-monthly report summarizing current information on accumulated sick leave, accumulated compensatory time and vacation credits

31. Amendments. In the event either party desires to amend this agreement, that party shall notify the other party, in writing, of such desire to amend. The notice shall provide full details of the proposed amendment. Within thirty (30) days thereafter, if the parties mutually agree to reopen this agreement, meeting and conferring shall commence as to the specific subjects referred to in said notice.

32. Negotiation of a Successor Memorandum of Understanding (MOU). Pursuant to the provisions of City Resolution No. 1005 and specifically Sections 6, 17, & 19 of said resolution, representatives of the CITY and UNION shall meet and confer to negotiate a successor MOU.

33. Nondiscrimination. The provisions of this agreement shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, national origin, religious affiliation or union membership.

Employees may elect to exercise their right to join and participate in the activities of the UNION for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to, or because of, the employee's membership in said UNION.

Executed at Soledad, California, this 23rd day of June, 1992.

CITY OF SOLEDAD

CALPRO, LOCAL #2345, IBPAT/AFL-CIO




