

RESOLUTION NO 3652

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOLEDAD AND CALPRO/INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES, LOCAL #2345, AFL-CIO**

BE IT RESOLVED, by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and On behalf of the City Council to execute a Memorandum of Understanding between the City and CALPRO/International Union of Painters and Allied Trades, Local #2345 AFL-CIO, in the form of the document hereunto attached, marked "Attachment A."

PASSED AND ADOPTED at a regular meeting duly held on the 17th day of August 2005 by the following vote:

AYES, and in favor thereof, Councilmembers Christopher Bourke, Stefanie De La Rosa, Patricia Stephens, Mayor Pro Tem Juan Saavedra, Mayor Richard Ortiz

NOES, Councilmembers. None

ABSENT, Councilmembers. None

ABSTAIN, Councilmembers None


RICHARD V. ORTIZ, Mayor

ATTEST


NOELIA F. CHAPA, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOLEDAD
AND
CALPRO/INTERNATIONAL UNION 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, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called UNION, pursuant to the provisions of Government Code 3500 (et seq)

The UNION has been formally recognized by the 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 seq) and the Employer-Employee Relations Resolution (Resolution No 1005 of CITY)

Representatives of the UNION and the 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 Regular full-time, and Regular 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) Sworn Peace Officers

The word "employee", as used in this agreement, means an employee within the General Unit. Any new Regular full-time or Regular part-time (i.e., Taxi Driver, Animal Control Officer) non police officer classification 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 UNION agrees that it has a duty to provide fair representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the UNION. Subject to the remaining provisions of this section, all covered employees employed on or after the effective date of this Agreement and continuing until the termination of this Agreement, shall as a condition of employment either:

- (1) Become a member of the UNION and remain a member for the duration of this MOU, provided that such members may elect to resign from the Union, or
- (2) Pay to the UNION a fair share fee in an amount which does not exceed the amount of its standard initiation fee, periodic dues, and general assessments, or
- (3) Those employee who object to paying a fair share fee shall be required to pay an Agency Fee as authorized under Chicago Teachers Union v Hudson.

The CITY agrees to deduct, as a single, monthly deduction, dues for employees within thirty (30) days of hire 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.

Bona Fide Religious Exception

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, chosen by such employee from the following list:

- 1 YMCA
- 2 United Way
- 3 Soledad Education Foundation

Proof of such payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

The CITY will furnish the UNION with the names of new and separating employees, including the employee's classification, work location and date of appointment or separation.

Separation From Unit

The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.

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.

Compliance

An employee in or hired into a job classification represented by the UNION shall be provided with an Employee Authorization for Payroll Deduction form by the UNION. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this fair share fee provision and the UNION dues, fair share fee, initiation fee or charitable contribution required are not received, the UNION may, in writing, direct that the City withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's semi-monthly salary shall be reduced by an amount equal to the fair share fee and the City shall pay an equal amount to the UNION.

Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

Hold Harmless

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) Compensation for employees shall be in accordance with the City's Annual Pay and Classification Plan. Classified Regular full-time and regular part time employee compensation 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 (4.5%) 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. At the discretion of the City Manager, the Annual Pay and Classification Plan may be amended. The City will meet and confer with the Union.

(b) An employee who has completed six months of service at step 1 and has passed probation, will be considered for advancement to the next higher step. An employee who has completed one (1) full year of service at steps 2, 3, or 4, and has performed Above Average or better will be considered for advancement to the next higher step. Denial of a step increase may be appealed to the City Manager. Each employee eligible for advancement shall be annually evaluated and notified, in writing, by his or her Department Manager 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) Effective on July 1, 2007, but not sooner than the pay period following the City Council's approval of the MOU, the Pay and Classification Plan for the represented classifications will be increased to adjust for the cost of living. **Such increases will be indexed to the Consumer Price Index (CPI) with the total increase no less than one percent (1%) and no greater than two and one half-percent (2.5%). The cost of living salary adjustment will be determined based on the Consumer Price Index (CPI-W) for San Francisco-San Jose-Oakland Area, and will be equal to the annual change in the index in the prior calendar year.**

The parties agree to reopen negotiations on any scheduled increases and/or health benefits improvements if the State of California significantly reduces its reimbursements and payments to the City, and/or if the City demonstrates with a factual showing that the condition of the local economy is such that these MOU obligations cannot be met in a sound and fiscally responsible manner.

(d) The City shall make every effort to undertake a Pay and Classification Plan study every five (5) years. If the classified employees represented by CALPRO desire that the study be conducted every three (3) years, then CALPRO will contribute 50 % of the cost to the CITY for the consultant and the cost of conducting the study.

Effective the first pay period following ratification of this MOU, and on January 1, 2007 the City shall adjust the salaries of each classification. The objective of such adjustments is to equal the ninetieth (90th) percentile of the most recent salary survey by January 2007. Adjustment shall be rounded to the nearest 2.5%, and calculated based on the salary of the class on the date the City Council ratifies the provisions of this MOU. (See Exhibit A).

(e) Employees shall be added to the roll of employees covered by the CITY's retirement plan (defined as the Public Employees Retirement System (PERS) 2% @ 60 on the first entry date provided for in said plan. The CITY shall contribute 3.5% of the employee's 7% share and the employee the balance of the mandatory employee contribution.

The City agrees to request a valuation by CalPERS of the cost of 2% @ 55 retirement plan. The cost of such valuation shall be borne equally by the City and the Union. In requesting the valuation study, the City makes no commitment as to implementation of any change to the current plan.

(f) During the course of this agreement, the City shall pay employees on the 15th and 30th of each month and shall be paid in a sealed envelope.

5. 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 directed and approved by the City Manager. 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.

6. Reclassification

The City Manager may re-classify an employee's position title as a result of an increase or decrease in the work, duties, or responsibilities assigned. In some cases, positions may be re-classified to more appropriately reflect the actual work, duties, responsibilities, or assignments being performed. The City Manager may, upon reevaluation and determination that a substantial change in work assignments, or responsibilities has taken place may also increase or decrease the pay range and step of said position as appropriate. Either party may propose a re-classification at any time and the City Manager will meet and confer with the Union.

7 Incentive Pay

During the time period of this agreement, the City shall provide an additional stipend of Sixty Dollars (\$60) per month for up to a maximum of four incentives or Two Hundred forty Dollars \$240 per month with approval by the City Manager. Items eligible for provision of incentive pay include:

* Bilingual skills based upon successful passing of a written, and oral test and as deemed necessary by the City Manager. A bilingual test, to be established by the City Manager and mutually agreed to by the Union, will be administered to assure competency. **As an alternative employees may, at their own expense, obtain a state recognized certificate of bilingual proficiency. Such certificates will be honored for a period not to exceed one (1) year from the date of issue.** Generally speaking, an employee only has to qualify once and those employee's whose bilingual skills will assist in communication with the public or in the preparation or translation of written documents to be disseminated to the public, will be deemed eligible for the above-referenced stipend. The City will pay employees a Bilingual Premium of \$65 a month to provide interpreter services. The City will pay no more than two (2) employees currently receiving a bilingual premium \$100 per month when assigned to both interpret and translate and who demonstrate a high level of both oral and written bilingual proficiency as measured by appropriate skill tests.

- * Professional Secretary Certification
- * City Clerk Certification
- * Professional Notary Public Certification
- * Water Operator II or III Certificate (only for Utility Operator Classifications and unless required in job description)
- * Wastewater Operator II or III Certificate (only for Utility Operator Classifications and unless required in job description)
- * Pesticide Operators License (unless required in job description)
- * Associate of Arts Degree
- * Bachelors of Arts/Science Degree
- * Master of Arts/Science Degree

8. 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

9. Uniform Allowance/Provision of Safety Equipment

(a) Safety Equipment During the term of this agreement the CITY will pay 100% of the cost of any required safety equipment and up to \$100 every 12 months for safety shoes (see Exhibit I)

(b) Training 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.

The City will pay employees for travel time to and from training activities for which attendance has been mandated by the City. The rate of pay shall be in conformance with the provisions of the Fair Labor Standards Act (FLSA).

10 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. The current rate of 60% of an employee's annual salary will be designated for long-term disability insurance annually for each employee covered under this agreement. The City will investigate with the Union participation in the State Disability Insurance or similar plans, during the first year of the MOU

Within 180 days of the ratification of this agreement, the City agrees to explore and evaluate options for the purchase by city employees of State Disability Insurance (SDI) or an equivalent plan, and to share that information with the Union.

11. 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 \$250

If the employee has no dependents, the CITY shall contribute to the employee as other income 5.5% of salary or \$ 95 00, whichever is less, for the City's retirement plan in lieu of health, accident and dental benefits for dependents.

12 Regular Hours of Work

Regular Workweek and Regular Workday

The regular workweek for full-time employees shall consist of an average of forty (40) hours, the regular workday shall consist of eight (8) hours, nine (9) hours, ten (10) hours, or twelve (12) hours exclusive of the unpaid meal period.

For work schedules which include alternating days off (9/80) or normal work in excess of eight (8) hours no additional benefits or overtime obligations shall accrue. All regular work schedules shall be subject to change by management upon ten (10) days notice to the employee(s).

(a) The basic workweek for Regular full-time employees shall be forty (40) work hours per week. Said workweek shall consist of seven (7) consecutive days.

Regular workweeks and workdays are the normal and customary assignment for full-time employees, but shall not in any case be construed as a guarantee that any individual employee will actually be assigned or actually work any particular number of hours.

(b) Each employee shall be allowed a daily lunch period of one-hour duration unless otherwise authorized by the Department Manager. 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.

(c) 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 as scheduled and/or approved by the Supervisor.

The CITY agrees that the work schedule provision of the Personnel Policies shall apply to this unit, and approved at the discretion of management. The City also agrees to meet with the UNION to discuss language revisions to bring the policy into conformance with current practices during the first year of the MOU.

13. 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, by mutual agreement applied to compensatory time at one and one-half (1-1/2) times of the total hours worked over the 40 hour work week. In the absence of mutual agreement the employee shall receive compensatory time. Use of compensatory time off can be accrued up to 48 hours maximum. For purposes of overtime calculation City approved statutory holidays, except floating holidays, shall be considered time worked.

(a) For the Maintenance Worker position(s) that are assigned to work in the park systems, and any other duties assigned and the Utility Operator position(s) assigned to work at the wastewater and water systems, and any other duties assigned shall be paid by the City one and one-half (1-1/2) times the employee's regular rate of pay for scheduled mandatory work outside the regular working hours, regardless of the hours worked within the work week.

14. Call-Out Pay

(a) 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.

15. Steward Leave

Designated UNION steward(s) 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. The total number of stewards shall not be more than two (2). The Union shall notify the city in advance to identify the steward assigned at any given time. 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.

16. Leave of Absence Without Pay

A leave of absence without pay, in accordance with the provisions of the California and Federal Family Care Leave Acts, may be granted by the City Manager

17. 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 Regular employee by the City Manager in the event of the death of an immediate family member. A maximum of five (5) days leave may be granted with prior approval by the City Manager and if the employee has to travel more than 300 miles one way to attend burial services.

(b) For purposes of this paragraph, an immediate family member is defined as a spouse, child's spouse, mother, father, step-mother, step-father, brother, sister, child, step-child, mother in-law, father in-law, sister in-law, brother in-law, aunt and uncle, grandparent, spouse's grandparent, or grandchild. **No more than two absences for purposes of bereavement shall be allowed in each fiscal year.**

(c) Notwithstanding this language, nothing contained in this provision shall be construed as a limitation, restriction or abridgement of an employee's rights pursuant to the California or Federal Family Care Leave Acts.

18. 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 Manager

Sick leave shall be allowed and used only in the case of necessity and actual personal sickness and in accordance with City Policy #313, section IV or by state and federal law, or disability, medical or dental treatment. In the case of any emergency illness within the employee's immediate family as defined in Section 17 (b), 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 the employee. **A 9/80 schedule employee will deduct 9 hours as a sick leave for a 9-hour day and 8 hours on an 8-hour day.** 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 Manager the reason for the employee's absence. Whenever possible, an employee must contact his or her supervisor or Department Manager as soon as the need to be absent is known, but in no event, more than within the first one hour prior to his or her work shift is scheduled to begin.

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

(e) An employee may be required to provide a doctor's statement verifying an absence due to personal illness or injury for any absence of three (3) consecutive days or more. An employee may be required to provide a statement for shorter absences where there is an ongoing pattern of sick leave usage. Costs for medical certification shall be at the sole expense of the employee. Failure to obtain a physicians certificate justifying the absence may result in the denial of sick leave pay in that specific incidence.

(f) During any industrial paid leave of absence, the City shall issue to the employee, appropriate salary warrants per worker's compensation determination, from payments of the employee's salary. City shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. An employee may utilize any available sick leave when combined with any temporary disability indemnity and shall not exceed 100 percent of the employee's normal compensation.

(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 41 66%, but not to exceed 40 hours 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. Notwithstanding this language, nothing contained in this provision shall be construed as a limitation, restriction or abridgement of an employee's rights pursuant to the California or Federal Family Care Leave Acts. Employees who are terminated are not considered in good standing. In the case of retirement the City shall pay the employee at their regular salary up to a maximum of thirty (30) days of accumulated sick leave. Retirement shall be defined as meeting service and age requirements necessary to qualify for pension payments.

19. Sick Leave Bank

With prior approval by the City Manager, an employee may voluntarily contribute up to a maximum of 45 accumulated sick leave days to another employee who may be in need due to an extended illness, when the ill employee has utilized all of his/her accumulated sick, vacation, and comprehensive leave. The names of the employees participating shall remain confidential. Any donation of sick leave shall be deducted from that years calendar year sick leave accruals, as it applies to Section 18 (g) The adjusted sick leave will be the basis used to calculate the 41 66 % conversion formula. Deduction shall not exclude benefits unless that employee has exceeded the leave requirement addressed in section 18 (g) This section shall not affect any requirements in Section 13 nor cause any overtime loss due to the donation.

20. 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.

21 Jury Duty

A Regular 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.

22. Subpoenas

A Regular 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.

23. 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. Notwithstanding this language, nothing contained in this provision shall be construed as a limitation, restriction or abridgement of an employee's rights pursuant to the California or Federal Family Care Leave Acts.

24 Vacation Leave

Each Regular 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 Regular 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.

25. 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.

26. Life Insurance

CITY shall provide each employee with term life insurance. Life insurance coverage shall be provided at 1.5 times the employee's annual salary

27. 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.

28. Re-employment

A Regular full time 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.

29. Holidays

The CITY shall recognize and observe 12 paid holidays (see Exhibit II). Said holidays shall be established by resolution of the City Council each fiscal year. 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.

An employee's floating holiday shall be exchanged for the first day of vacation taken by the employee in each calendar year. It shall be treated in the same manner as vacation for purposes of approval.

30. 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.

31. 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 seq.

32. 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.

33 Salary Information

The CITY shall furnish each member of the General unit, a bimonthly report summarizing current information on accumulated sick leave, accumulated compensatory time and vacation credits.

34 Appointment of Ad Hoc Employee Benefits Committee

The City Manager may at his/her discretion designate an Employees Benefits Committee to review, analyze, and make recommendations to the City Manager regarding the annual employees benefits program.

35. 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.

36. 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

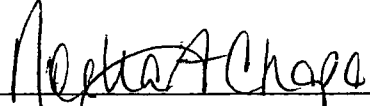
37. Nondiscrimination

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

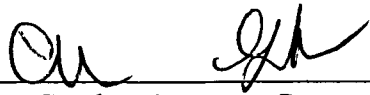
38. Term

This agreement shall be in effect for **three (3) years** beginning the pay period following Councils approval of the MOU and ending June 30, 2008

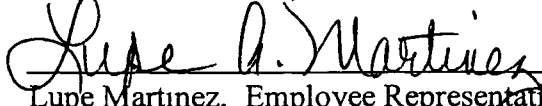
Executed at the City of Soledad, California, this 17th of August 2005.



Noelia E. Chapa, City Manager
City of Soledad



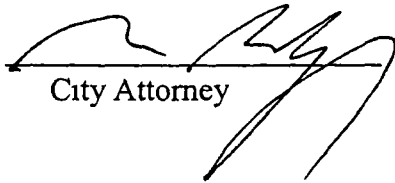
Chris Graeber, Business Representative
CalPro Local #2345, District Council # 36



Lupe Martinez, Employee Representative
for Soledad Classified Employees Unit

APPROVED AS TO FORM

BY


City Attorney

Grievance Procedure

Grievance defined

A grievance is a dispute arising during the term of the MOU which involves the interpretation or application of any provision of the MOU. Permanent employees who have successfully completed probation or their union representative may file a grievance.

Initial discussion

Any permanent employee or union representative shall discuss a grievance with their supervisor or with their department director. The discussion must occur within thirty days of the alleged violation.

Referral to the City Manager

If the grievance is not resolved within the department within thirty days of reporting the violation, the employee or union representative may notify the city manager in writing that a grievance exists. Such notification shall state the facts of the grievance, including an identification of the precise MOU provision which is alleged to have been violated, and the nature of the determination which is desired.

The City Manager shall investigate and provide a written response to the grievant or union within 30 days. The City may extend the investigation and response period by up to 30 additional days with approval of the Union. Unions will not unreasonably refuse. The decision of the City Manager shall be final.

Failure to report the violation or file with the City Manager within the time periods specified shall waive rights to grieve in accordance with this section.

No grievance settlement may result in a change to any provision of the MOU

Table C - Bringing Top Soledad Salary To 90th Percentile Of Other City Average Within 3 Years

Job Title	Employees In Class	Old Range	Second Year Incr Eff 8/16/05	Third Year Incr Eff 1/1/07
Accounting Assistant	2	29	12.5%	10.0%
Administrative Secretary	3	32	10.0%	7.5%
Animal Control Officer	1	25	17.5%	15.0%
Code Enforcement Officer	1	34	7.5%	7.5%
Maintenance Worker	7	30	10.0%	10.0%
Mechanic/Maintenance Worker	2	37	7.5%	7.5%
Office Assistant	2	22	7.5%	7.5%
Office Specialist	3	28	7.5%	7.5%
Taxi Driver	1	19	17.5%	17.5%
Utility Operator	2	40	12.5%	15.0%
Utility Operator in Training	2	30	10.0%	10.0%

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CALPRO
Police
Mgt

Exhibit A

City of Soledad

List of Approved FY 2005 – 2008
CITY APPROVED SAFETY EQUIPMENT

- 1 Safety Glasses/Goggles/Face Shields
2. Safety Breathing Masks
- 3 Safety Gloves (Latex and/or Cotton depending on use)
- 4 Ear Plugs
- 5 Waist/Weight Belts
- 6 Knee Pads/Shin Pads
- 7 Coveralls
- 8 Flashlights
- 9 Boots (Rubber)
- 10 Rain Gear
- 11 Safety Vest
- 12 First Aid Kits (To be Located in all Maintenance Trucks)

EXHIBIT "I"

CITY OF SOLEDAD
2005 LEGAL HOLIDAY SCHEDULE

NEW YEAR'S DAY	MONDAY	JANUARY 3, 2005
MARTIN LUTHER KING'S BIRTHDAY	MONDAY	JANUARY 17, 2005
PRESIDENTS' BIRTHDAY	MONDAY	FEBRUARY 21, 2005
MEMORIAL DAY	MONDAY	MAY 30, 2005
INDEPENDENCE DAY	MONDAY	JULY 4, 2005
LABOR DAY	MONDAY	SEPTEMBER 5, 2005
VETERANS' DAY	FRIDAY	NOVEMBER 11, 2005
THANKSGIVING DAY	THURSDAY	NOVEMBER 24, 2005
DAY AFTER THANKSGIVING DAY	FRIDAY	NOVEMBER 25, 2005
CHRISTMAS DAY	FRIDAY	DECEMBER 23, 2005
DAY AFTER CHRISTMAS	MONDAY	DECEMBER 26, 2005

- FLOATING HOLIDAY is intended to be used to observe predictable days of personal significance such as religious holidays, birthdays, weddings or special occasions. Employees must schedule this day each year with their Supervisor as far in advance as possible.