

RESOLUTION NO. 5208

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A SIDE LETTER AGREEMENT TO THE CURRENT MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF SOLEDAD AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION – LOCAL 521 GENERAL UNIT
REGARDING SPECIAL COMPENSATION**

WHEREAS, on October 7, 2015, the City Council adopted Resolution No. 5123, adopting a Memorandum of Understanding (MOU) between the City of Soledad and the Service Employees International Union – Local 521 General Unit for the period beginning July 1, 2015 and ending June 30, 2017; and

WHEREAS, amendments to the existing MOU are necessary to ensure compliance with current retirement law; and

WHEREAS, the parties have met and conferred on proposed changes to the MOU and developed the attached Side Letter Agreement, which provides language changes necessary to address the intent of the agreement between the parties.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Soledad hereby approves the Side Letter Agreement between the City and the Service Employees International Union – Local 521 General Unit, in the form of the document hereunto attached, and incorporated herein by reference, marked **Exhibit A.**


PASSED AND ADOPTED at a regular meeting duly held on the 3rd day of August 2016, by the following vote:

AYES, and in favor thereof, Councilmembers: Patricia D. Stephens, Richard Perez, Christopher K. Bourke, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None

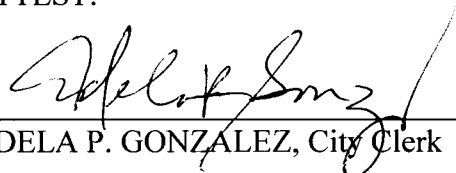
ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk



Side Letter of Agreement
City of Soledad
And
Service Employee's International Union, Local 521 (General Unit)
(June 22, 2016)

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") and the Memorandum of Understanding ("MOU") between the City of Soledad ("City") and Service Employee's International Union, Local 521, General Unit ("Union") effective July 1, 2015 through June 30, 2017 ("MOU"), this Side Letter of Agreement is entered into on June 22, 2016, between the City and the Union ("Side Letter Agreement") as an amendment to the MOU. The Union and the City are collectively referred to herein as the "parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The City and the Union have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

Section 6, subsections C., D., G. and J. of the MOU shall be replaced with the following:

SECTION 6 - PAY RATES AND WORK PRACTICES AND SCHEDULES

C. Bilingual Pay

Employees designated by the Department Director as routinely and consistently required to interact and verbally interpret with the public are eligible for a bilingual premium of sixty-five (\$65) dollars per month. In addition, the City may approve for employees who are already receiving bilingual pay of sixty-five dollars (\$65) per month, a bilingual premium of an additional thirty-five dollars (\$35) per month when assigned to both verbal interpretation and written translation.

Incentive pay is separate from compensation, defined in Part 1 of this agreement, and is earned only during periods in which the Unit Member is actually working and not in a paid or unpaid leave status of greater than two consecutive pay periods.

The City retains the right to determine how many and which positions it needs to provide bilingual services, and which languages shall qualify; however, sign language shall be deemed a qualifying language. To be eligible, the Department Director must recommend to the Personnel Officer the employee for certification testing by the City. Upon passing an oral examination the employee will be certified as having the appropriate language skills. Sign language shall be recognized as a bilingual skill under this section.

D. Working Out of Class

An employee working out of class for at least five (5) consecutive work days to temporarily perform duties in a higher classification shall be compensated at the next higher step in the worked classification which is at least five percent (5%) above the employee's current salary. At no time should any employee work out of class for a period of more than six (6) months. There will also be no change to the employee's current benefits.

Working out of class means that an employee is performing all of the duties of the higher classification.

Working out of class must be assigned by the Department Head and must be accompanied by a Personnel Action Form (PAF).

G. Educational Pays

1. The City shall compensate employees who are not required to have certifications or degrees as part of the City job classification and/or job description, \$60 dollars a month for each eligible incentive pay, up to a maximum of four (4) of the following incentives (up to \$240/month maximum) listed below. Employees are eligible for educational pay only if it is used in the course of the employee's classification, but not required in the job description for the classification, and with authorization from the Department Director.

Educational pays are separate from wages, defined in Section 6 of this agreement, and is earned only during periods in which the Unit Member is actually working and not in a paid or unpaid leave status of greater than two consecutive pay periods.

As of July 1, 2015, new educational pay requests will be considered and evaluated in January and July of each year. Approved changes will take effect the first pay period following January 1 or July 1, which date is closer to the date of approval.

As of July 1, 2015, all existing educational pay will be considered and evaluated in January and July of each year. Approved changes will take effect the first pay period following January 1 or July 1, whichever date is closer to the date of approval.

The City shall report educational pays to CalPERS periodically when earned, on a per pay period basis, in accordance with the Public Employees' Retirement Law and applicable regulations.

2. Educational Incentive Pay

The following certificates, degrees, certifications and licenses are eligible for Educational Incentive Pay, in accordance with the limitations set forth in Section G.1., above:

- Associate of Arts Degree
- Bachelor of Arts/Science Degree
- Master of Arts/Science Degree

- Wastewater Treatment Operator - Grade I, II, III, IV, or V (issued by California Water Resources Control Board, Office of Operator Certification)
 - Water Treatment Operator - Grade I, II, III, IV, or V
 - Water Distribution Operator - Grade I, II, III, IV, or V (issued by CA State Water Resources Control Board, Office of Operator Certification)
 - Commercial Driver's License — Class A or Class B with endorsements (issued by CA DMV)
 - Collection System Maintenance Certificate (issued by California Water Environment Association)
 - Industrial Source Control Environmental Compliance Inspector Certificate (issued by California Water Environment Association)
 - Backflow Assembly Tester Certificate (issued by American Water Works Association)
 - Laboratory Analyst Certificate (Issued by California Water Environment Association)
3. Notary Pay
Employees who hold a Professional Notary Public Certification are eligible for notary pay of \$60 per month, in accordance with the limitations set forth in section G.1., above.
4. Applicators Differential
Employees who hold a Qualified Pesticide Applicators Certification or QAC or QAL License (issued by California Department of Pesticide Regulation) are eligible for Applicators Differential Pay of \$60 per month, in accordance with the limitations set forth in section G.1., above.

J. Uniform/Cleaning Allowance

The City shall provide required uniforms and a uniform cleaning service for each member in the job classifications of Electrician, Maintenance Worker, Mechanic/Maintenance Worker, Water Reclamation Operator in Training, Utility Maintenance Mechanic, Water Reclamation Operator I, Water Reclamation Operator II, and Water Systems Operator. The combined value of the uniforms and uniform cleaning service for required uniforms, jackets and vests shall not exceed four hundred fifty dollars (\$450) per year for employees in the job classifications listed in this paragraph.

Each member in the job classification of Animal Control Officer, Code Enforcement & Community Services Officer, and Property & Evidence Technician shall receive an initial uniform set at a value not to exceed four hundred fifty dollars (\$450). Additionally, each fiscal year after a member has been employed in their classification for a full calendar year, two uniforms shall be provided for each member in the job classifications of Animal Control Officer, Code Enforcement & Community Services Officer, and Property & Evidence Technician. The value of these uniforms shall not exceed three hundred fifty dollars (\$350) per year. The City shall also provide a uniform cleaning allowance for dry cleaning, not to exceed five hundred dollars (\$500) per year for each member in the job classifications of

Animal Control Officer, Code Enforcement & Community Services Officer, and Property & Evidence Technician.

Uniform and cleaning allowances shall be reported to CalPERS periodically when earned, on a per pay period basis, in accordance with the Public Employees' Retirement Law and applicable regulations. Uniform and cleaning allowances shall be reported to CalPERS periodically when earned, on a per pay period basis, in accordance with the Public Employees' Retirement Law and applicable regulations. These items are not reportable for new members under PEPRRA, as defined by Government Code section 7522.04(f).

Service Employee's International Union,
Local 521

City of Soledad

Date: 6/22/16
By: [Signature]
Mark Weirick, Internal Organizer,
SEIU Local 521

Date: 6-22-16
By: [Signature]
Adela P. Gonzalez, City Manager
City of Soledad