



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF SOLEDAD

AND THE

**SERVICE EMPLOYEE'S INTERNATIONAL UNION
LOCAL 521**

GENERAL UNIT

JULY 1, 2024 – JUNE 30, 2027

Approved: July 17, 2024

Resolution No. 6135

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SECTION 1 - PREAMBLE

Representatives of the Service Employee's International Union, Local 521, General Unit, (hereinafter called the "Union") and representatives of the City of Soledad (hereinafter called "City") have met and conferred in good faith and have reached an understanding on the terms and conditions of employment of the General Unit Employees, listed in Appendix A, who are members of the Union, in accordance with the provisions of the Meyers – Miliias – Brown Act (Gov. Code Sec. 3500, et seq.) This is a written Memorandum of Understanding (MOU), jointly prepared by both parties hereto pursuant to the provisions of Sec. 3505.1 of the Government Code, the terms of which are as follows:

SECTION 2 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City rights and employee rights contained in State or Municipal laws, the City Personnel Rules and Regulations, and the rights of the City Council are neither abrogated nor made subject to the meet and confer process by the adoption of this MOU. Further, the City and City management reserve all rights, powers and authority customarily exercised by management, except as otherwise specifically designated or modified by express provisions of this MOU.

SECTION 3 - PAST PRACTICES

The parties agree that this MOU supersedes any past practice covered by a provision of this MOU.

SECTION 4 - NO DISCRIMINATION

The City and the Union will cooperate in pursuing a policy of no employment discrimination based on merit and fitness, free of personal and political considerations. There shall be no discrimination by the City or Union in employment conditions or treatment of employees on the basis of race, religious creed, color, national origin, ancestry, gender, age, marital status, sexual preference or orientation, physical disabilities, medical condition, membership, non-membership, or participation in the activities of any lawful organization or any other matter or manner prohibited by State, Federal or local law.

SECTION 5 - UNION / EMPLOYEE RIGHTS

A. Recognition

The City has certified the Union as the exclusive bargaining representative of the unit consisting of regular employees in the classifications listed in Appendix A. The Union shall have the right to represent said employees in all matters relating to employment conditions and employer-employee relations, including, but not limited to wages, hours and other terms and conditions of employment.

B. No Discrimination

An employee shall have the right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No such employee shall be interfered with, restrained, coerced or discriminated against by the City or the Union because of his/her exercise of the rights established by law.

C. Duty of Fair Representation

The Union, as the exclusive representative, has the duty to provide fair and nondiscriminatory representation to all workers covered by this MOU, regardless of whether they are members of the Union.

D. Dues Collection

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions, including voluntary COPE contributions, to be deducted from the pay of employees who authorized such deductions in writing on a form provided by the Union and approved by the City. Such deductions shall be collected bi-weekly and remitted in a lump sum on a bi-weekly basis to the Union. The City may from time to time adopt rules and regulations relating to administration of this dues collection provision. The City shall not deny consent for reasonable payroll deductions, nor shall Union unreasonably request payroll deductions.

Deduction Report:

A deduction report with an alphabetical listing of dues deducted for Union represented workers shall be forwarded electronically to the Union on a bi-weekly basis. This deduction report shall be submitted in an electronic format for importing and posting purposes. The report shall list the following:

- Employee Identification Number
- Employee's name (last, first)
- Home address
- Home phone number
- Cell phone number (if on file)
- Representation Unit (Mid-Management or General)
- Department
- Classification
- Hourly Rate/base pay on which deductions were calculated,
- Hours worked in the pay period
- Amount deducted in current pay period,
- COPE deduction

Authorization:

The Employer shall accept authorization(s) of dues deduction, Union membership, and COPE deduction that bear a hand-written signature, a web-based/online signature, an electronically-recorded voice authorization, or another means of authorization acceptable to the Union and allowable under the state and federal law. Requests to authorize deductions shall be directed to the Union rather than the City. Requests to revoke or change an authorization shall also be directed to the Union rather than the City. The Union shall be responsible for processing these requests and notifying the City immediately of any change.

Custodian of Record: Upon receipt by the Employer of an email or report that an employee(s) has authorized Union membership dues, agency shop fees, voluntary COPE check-off, and any other payroll deduction, the Employer shall honor that submission. The Union agrees to submit electronic

reports to the Employer listing any new or changed authorizations.

The Employer agrees to promptly deliver to the Union any authorizations for membership, payroll deductions, voluntary COPE check off, and/or other deductions within five (5) business days from date of employer receipt.

Voluntary COPE Check-Off Authorization:

Any member who chooses to contribute to the COPE fund may do so by submitting a voluntary COPE Check-Off authorization to the Union specifying the amount they choose to have deducted each pay period. The Employer shall continue to deduct each paycheck a worker's voluntary COPE check-off authorization until notified by the Union.

Promotion/Change in Job Title/Reinstatement from Wrongful Termination/Re-Entry/Department Change:

Upon promotion, any change in job title/classification, any change in department, any change in temporary or permanent status, reinstatement, return from an unpaid leave of absence, or recall from layoff, the employee shall have his/her deductions continued the first pay period based on the same status they had previously.

If a current employee is promoted, demoted or transferred into a position in another SEIU represented bargaining unit, the employee's current deduction status will continue.

Indemnification:

The Union shall indemnify and defend and hold the City harmless against any claims made, and against any suit instituted against the City, on account of collection of Union dues and other mutually agreed upon payroll deductions. In addition, the Union shall refund to the City of Soledad any amounts paid to it in error upon presentation of supporting evidence.

E. Union Access

The City agrees to allow an official business representative of the Union to visit City facilities, where represented members are working, provided that such visit does not in any manner interfere with the City's business or operations; the representative has given advance notice of the visit and the purpose of such visit; and has received authorization for such visit from the appropriate City management personnel.

F. Union Representation

The City agrees to provide for paid release time for up to two (2) official representatives of the Union for the sole purpose of meeting and conferring with representatives of the City.

When a person is hired in one of the classifications represented by the Union, the City shall notify that person that the Union is the exclusive bargaining representative for that classification.

G. Stewards and Official Union Representatives

The Union shall be authorized to designate one steward and one alternate steward for the limited purpose of the processing and investigating of grievances. Stewards shall be allowed a reasonable amount of paid time off for this purpose as long as there is no disruption of work. The Union shall notify the City in writing of the individuals selected as soon as possible.

A steward must first obtain permission through the steward's immediate supervisor or normal supervisory channels before leaving their work or work location. It is further agreed that the City shall not pay stewards for time spent in handling grievances when they are not regularly scheduled to work.

The City agrees to provide paid release time for Union representatives to attend mutually agreed meetings. The Union agrees, in so far as possible, to notify Management at least 24 hours, in advance of the request for release time, excluding weekends and holidays, the name(s) of the Union representative(s) to be released. Management agrees to arrange/notify for release time with appropriate supervisor(s). Release time arrangements shall include a reasonable amount of travel time.

The City shall allow Stewards eight (8) hours each per year without loss of compensation or other benefits to attend a shop steward training course or to attend other trainings sponsored by the Union.

H. Public Documents

Upon written request, the City shall provide to the Union, as required under the "Public Records Act"; copies of unprivileged and non-confidential documents relating to matters within the scope of representation.

I. Use of Bulletin Boards

The City will provide the Union with reasonable bulletin board space at reasonable locations. Bulletin boards may be used solely for the purpose of posting or distributing notices or announcements for such things as social events, recreational events, and Union meetings, results of Union elections and reports of Union minutes. All materials must identify the Union and be approved by the City Manager for posting.

J. Union Orientation

The City shall allow a Union Representative thirty (30) minutes of release time to meet with any new employee for the purpose of union orientation. The thirty minutes shall be contiguous with the new employee's orientation provided by the City. The City will notify the union representative of record, within 24 hours of the new employee's acceptance of the conditional offer, of the employee's start date, and of the date and time of the scheduled orientation, as soon as practicable, but no later than two (2) weeks in advance of the scheduled orientation. If the City is unable to notify the Union Representative as outlined, the City will provide release time for the new employee and the Union Representative to complete the union orientation at a later scheduled date and time.

SECTION 6 - PAY RATES AND WORK PRACTICES AND SCHEDULES

A. Wages

FY 2024-25: All classes in this bargaining unit shall receive a four percent (4%) COLA increase, effective the first full pay period of July 2024.

FY 2025-26: All classes in this bargaining unit shall receive a three and one-quarter percent (3.25%) COLA increase, effective the first full pay period of July 2025.

FY 2026-27: All classes in this bargaining unit shall receive a three percent (3%) COLA increase, effective the first full pay period of July 2026.

B. Overtime

Employees not exempt from overtime under the FLSA, shall receive overtime at time and a half (1.5) their regular rate for all hours actually worked in excess of forty in a designated workweek. Overtime must be authorized in advance by the Department Manager or designee. Employees may elect to receive compensatory time off in lieu of overtime pay at the rate of one and a half (1.5) hours of compensatory time for each overtime hour worked up to a maximum banked accrual of fifty (50) hours.

C. Bilingual Pay

Employees designated by the Department Director who are routinely and consistently required to interact and verbally interpret with the public may be 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.

Bilingual employees will be certified via appropriate skill tests at a high level of both oral and written bilingual proficiency. Upon being certified, and prior to an employee receiving payment, the City Manager shall determine whether there is a need for additional bilingual services in the employee's Department. No employee shall receive payment under this provision without the City Manager's determination that the employee's bilingual skills are needed in the employee's Department.

D. Working Out of Class

An employee working out of class for at least forty (40) consecutive work-hours 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. If an employee has performed more than once the same duties in a higher classification within the prior six months the forty (40) consecutive work-hours requirement shall not apply and they shall be paid at least five percent (5%) above the employee's current salary for each day they work out of class.

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).

E. Call Back Pay (For Non-Exempt Union Member Classifications)

When an employee is called back to work, on other than a normal scheduled basis, such employee shall be paid at one and one-half (1.5) times the employee's regular rate of pay. A minimum of two (2) hours call back time will be paid, except that the employee will be paid at straight time to the extent, and for the period, that the call back period continues into the regular scheduled shift. Call back time will commence at the time the employee reports for duty. In the case of emergencies or civil disasters, it shall be the responsibility of each employee to immediately contact the department to determine what deployment may be required, and to proceed as directed.

F. On Call/Stand-By Pay (For non-exempt Union Member Classifications)

Employees in the Parks and Utility Division shall receive forty dollars (\$40) per day they are assigned to be in an "on call" or "stand-by" status. These employees will be expected to be available to immediately respond to work as directed by management.

G. Educational Pays

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, will be paid sixty dollars (\$60) a month for each eligible educational pay item listed in subsections 2. through 5., up to a maximum of four (4) (up to two hundred and forty dollars (\$240)/ month maximum). Employees are eligible for educational pay only if it is used in the course of the employee's classification, but not required in a job description, 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.

All 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, whichever date is

closer to the date of approval. A denial of a new educational pay can be appealed to the City Manager or their designee.

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. A decision to discontinue an existing educational pay can be appealed to the City Manager or their designee.

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.

1. 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) OR equivalent; Manhole Assessment AND Pipeline Assessment (Issued by the National Association of Sewer Services Companies)
- 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)
- Qualified Stormwater Developer (QSD)/Qualified Stormwater Practitioner (QSP)
- C-10 Electrical Contractor License (Issued by the California Contractors State License Board)

2. Notary Pay

Employees who hold a Professional Notary Public Certification are eligible for notary pay of sixty dollars (\$60) per month, in accordance with the limitations set forth in section G.1., above.

3. Applicators Differential

Employees who hold a Qualified Pesticide Applicators Certification or QAC or QAL License (issued by a California Department of Pesticide Regulation) are eligible for Applicators Differential Pay of sixty dollars (\$60) per month, in accordance with the limitations set forth in section G.1., above.

4. Longevity Differential

Employees who have completed fifteen (15) years of full-time employment shall be paid an additional two percent (2%) Longevity Differential of their base hourly rate.

H. Educational Reimbursement

Employees shall be reimbursed for the costs of tuition for job related higher education course undertaken while employed with the City, if approved in advance in writing by the Department Head and the City Manager. The annual amount per Union member shall not exceed \$1,000 dollars.

I. Annual Safety Boot Stipend

The City will reimburse each member in the classifications of Animal Control Officer; Electrician; Fleet Mechanic, Maintenance Worker; Mechanic/ Maintenance Worker; Utility Maintenance Mechanic; Water Reclamation Operator in Training; Water Reclamation Operator I; Water Reclamation Operator II; Senior Utility Maintenance Mechanic; Senior Water Systems Operator, Water Systems Operator; Code Enforcement and Community Services Officer; and Property and Evidence Technician up to two hundred and fifty dollars (\$250) for the purchase of safety boots. The reimbursement will be provided in one lump sum in July of each year through Accounts Payable, upon presentation of a receipt or receipts for the purchase of safety boots.

To be eligible for the reimbursement or stipend, the member must obtain Department Director approval for the type of safety boots to ensure the boots are appropriate for use in the field.

As an alternative to the \$250 reimbursement, the City will provide a stipend of one hundred and twenty-five (\$125) dollars, per fiscal year, for the purchase of boots to members in the classifications listed above. The stipend will be provided in one lump sum in July of each year through Accounts Payable. Eligible members may receive the \$250 reimbursement or the \$125 stipend; no member may receive both the reimbursement and the stipend or any combination thereof. Each member shall notify the Public Works Director of his or her selection by June 1.

J. Uniform/Cleaning Allowance

The City shall provide required uniforms and a uniform cleaning service for each member in the job classifications of Electrician, Fleet Mechanic, Maintenance Worker, Mechanic/Maintenance Worker, Water Reclamation Operator in Training, Utility Maintenance Mechanic, Water Reclamation Operator I, Water Reclamation Operator II, Senior Utility Maintenance Mechanic, Senior Water Systems Operator 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, Office Specialist (PD), and Property and Evidence Technician shall receive initial uniform sets 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, Office Specialist (PD), and Property and 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, Office Specialist (PD), and Property and 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. These items are not reportable for members under PEPRA, as defined under Government Code section 7522.04(f).

K. Work Schedule Change

The City agrees to provide ten (10) working days advance notice of shift or schedule changes. This section does not limit the City's right, as defined by management, to make shift or schedule changes without the three (3) working days notice in case of emergency or ten (10) working days notice in case of operational necessity.

L. Call-Out Pay

Employees required to return for assignments will be compensated (either pay or comp. time) a minimum of two (2) hours of work at time and one half (1.5). "Off-duty" hours are not limited to completing a work shift.

SECTION 7 - BENEFITS

A. Medical, Dental, and Vision Insurance

Commencing from the effective date of this MOU, the CITY shall provide each Unit Member with a monthly contribution of the amounts listed below as CITY's paid portion of the premium for medical coverage. The employee is responsible for paying the difference between the monthly CITY contribution and the total premium amount.

Employee Only	\$741.92
Employee+ Spouse	\$1,552.07
Employee+ Children	\$1,520.06
Employee+ Family	\$1,557.02

CITY will allow cash-out of fifty percent (50%) of employee only City paid portion of premium for employees who waive entire health coverage and submit proof of coverage under another plan.

DENTAL – Commencing from the effective date of this MOU, Member pays 100% of dental premium.

Members and City shall share 50% / 50% in any premium increases imposed after the effective date of this MOU by medical and dental (Low Plan) carriers. Should increases from carriers exceed fifteen percent (15%), the parties agree to re-open negotiations to discuss this provision.

VISION – CITY pays 100% of vision premium.

The City will notify the Union of the time, date, and location of the City’s annual meeting with its insurance broker. The Union may send one representative to the meeting.

B. Life Insurance

The City shall provide basic life insurance for each employee represented in this unit in an amount of one and a half times (1.5) their annual salary subject to a minimum amount of \$50,000 and to a maximum amount of \$150,000. The imputed benefit of the cost of coverage in excess of \$50,000 must be included in income under Internal Revenue Code (IRC) Section 79 and is subject to Social Security and Medicare taxes.

C. Long Term Disability and Accidental Death and Dismemberment Insurance

The City shall provide Class II disability insurance for each member represented in this unit.

D. Health Insurance Premiums during Disability Leave

For an employee unable to work due to a health condition, the City shall continue to pay the City portion of the employee’s health insurance premiums for either six months, or such time as the employee returns to work, or premiums are covered by Workers’ Compensation, whichever is shorter.

E. Retirement Benefits

The City has contracted with CalPERS for the 2% at 60 “Miscellaneous” retirement plan formula for Union members.

All current and new employees are subject to the PERS plans in accordance with the California Public Employees Pension Reform Act of 2013 (PEPRA). Accordingly, all new employees hired on or after July 1, 2013, who are considered “new members” under the PEPRA shall be in the 2% at 62 CalPERS retirement formula, as described by PEPRA. In addition, in lieu of the benefit described below, “new members” shall pay at least 50% of the normal costs of their pension benefit.

“Classic” employees (as defined by PEPRA) will pay 7% of the employee contribution cost. The City will pay the entire “employer contribution” portion of the cost of this CalPERS formula for Union members.

F. Annual Vacation Leave

- A. Employees shall be entitled to accrual of vacation leave upon the date of hire. Eligible employees working a forty-hour work week shall earn vacation credits based on the following schedule, or as provided in a current ratified and approved MOU.

YEARS OF SERVICE	ANNUAL REGULAR FULL-TIME CLASSIFIED SERVICE EMPLOYEE
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Date of hire – 36 months	10 days/yearly 6.67 hours/monthly 3.08 hours/bi-weekly
37 – 120 months	15 days/yearly 10 hours/monthly 4.62 hours/bi-weekly
121 – 180 months	17 days/yearly 11.33 hours/monthly 5.23 hours/bi-weekly
181 months and over	20 days/yearly 13.33 hours/monthly 6.15 hours/bi-weekly

- B.** Vacation accrues to an eligible employee only during pay periods when the employee is on pay status one-half time or more. Employees cannot use accrued vacation leave during the same pay period in which the leave is accrued. Employees on a half-time pay status shall accrue only half of their vacation entitlement. An employee on full-time pay status shall accrue full vacation during that pay period. An employee on a part-time status (no less than 30 hours/week) shall accrue vacation on a prorated basis, or shall accrue full vacation credits when assigned to full-time status approved by the Personnel Officer.
- C.** All employees may not accrue more than two times the annual accrual.
- D.** Loss of accrued vacation shall not occur if vacation has been delayed by written request and approval of a Department Director or Personnel Officer.
- E.** Temporary employees are not eligible for vacation leave benefits.

Use of Vacation

- F.** An employee must complete six (6) months of continuous service before becoming eligible to use accrued vacation leave.
- G.** Request for vacation leave usage of two weeks or more must be requested at least two (2) weeks prior to the desired vacation period and approved before leaving on vacation. Employees who leave on vacation without advance approval shall be considered to have abandoned their work, and be subject to appropriate disciplinary action up to and including discharge.
- H.** Vacation or compensatory time may be used when taking time off for illness of family members who do not qualify under the sick leave policy or other applicable rules and regulations.
- I.** An employee shall not work for the City during vacation leave, unless requested to do so by the Department Director.

- J. Each Department Director/Manager shall be responsible for scheduling the Annual Vacation Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department and of the City service.

Requests of leave usage shall be approved or denied within five (5) working days and not be arbitrarily or capriciously denied.

Holidays Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work, and for which no other compensation is made, said holiday shall not be charged as a vacation day.

Vacation at Termination

- K. Employees who terminate their employment shall be paid in a lump sum for all accrued vacation and compensatory time earned at the employee's applicable rate of pay on the pay period following last day of work.
- J. Vacation leave will not be granted immediately prior to termination of employment for the purpose of extending service to encompass paid holidays or completing a full month of service for additional vacation leave accrual. City service cannot be extended through the use of vacation, sick leave, or any other compensable accumulation balances.
- K. In the event of death of an employee during employment with the City, all earned vacation and compensable paid leave balances will be paid to employee's designated beneficiary on file with Human Resources.
- L. Unused vacation entitlement may be paid to employees upon separation provided they have completed at least twelve (12) months of continuous service. Pay may be computed based on the rate earned upon separation.

G. Sick Leave Cash-out

As described in the City's Personnel Rules and Regulations, Section 9.10, current members are permitted to cash out accrued sick leave only upon resignation of employment (120 hours), or retirement (240 hours).

Employees hired after the approval of this MOU by the City Council may cash out up to half of accrued sick leave upon resignation or retirement, up to a maximum of sixty (60) hours in the case of resignation, and 120 hours in the case of retirement.

H. Emergency Family Leave

Unit members of the City shall be entitled to three (3) days of emergency family leave in case of illness of a close family member or hospitalization of a close family member. Such leave shall be deducted from the employees' sick leave.

The term "close family" means those closely related to the employee by blood, by adoption, or by marriage, and specifically include only the mother, the father, a grandparent, a son, a daughter, the husband, the wife, the brother and the sister of the employee, and the spouse of a son, daughter, brother or sister, mother-in-law, and father-in-law.

I. Bereavement /Compassion Leave

- A.** The City shall provide employees with paid bereavement leave to handle affairs and attend a funeral as follows: Three (3) days or five (5) days if travel is required over a 600-mile radius (300 miles one way); five (5) days of paid leave is permitted in case of the death of an immediate family member, meaning spouse or domestic partner, a parent, grandparent, child, brother, sister, aunt, uncle, mother-in-law, father-in-law, brother-in-law or sister-in-law of an employee, step-mother, step-father, and spouse's grandparent.
- B.** When authorized by the Department Director, leave for family members other than immediate family and others shall be taken as vacation or compensatory time off. Exceptions are at the discretion of the Personnel Officer.

J. Reproductive Leave

The City agrees to provide Unit members with Reproductive Leave in accordance with FMLA/CFRA federal and state laws.

K. Paid Parental Time Off

The City agrees to provide Paid Parental Time Office in accordance with FMLA/CFRA federal and state laws.

SECTION 8 - HOLIDAYS

The City provides the following paid holidays:

New Year's Day	January 1
Martin Luther King Jr.	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

In addition, each employee is entitled to one floating holiday, which may not be cashed out and may not be carried over to a subsequent calendar year.

SECTION 9 - LAYOFF Due to Lack of Work, Funds or Other Reasons

- A. The City Manager shall have the sole right to determine which class or classes shall be subject to lay-off. Before regular employees are separated due to lack of work, the City shall explore reasonable possibilities of reassignment. Reduction in Force (RIF) includes the following:
- Temporary Reduction: Recall to work is expected within twelve (12) months.
 - Permanent Reduction: Recall to work is not expected because the position has been eliminated, the contract has expired, the department has closed, or the reduction in force is due to budgetary constraints.
- B. Whenever, in the judgment of the City Manager, one or more positions are to be eliminated for reasons of lack of work, lack of funds, reorganization, or other reasons of economy or efficiency, an employee filling such position may be laid off, transferred or demoted without taking disciplinary action or the right of appeal, based on the following criteria:
- Years of service;
 - Overall performance in City employment; and
 - Special knowledge, skill, training, or experience.
- C. Forty-five (45) calendar days before the effective day of layoff, the City Manager shall notify the employee in writing of the intended action indicating the reasons, and a statement certifying whether or not the employee's services have been satisfactory. A copy of such notice shall be given to the Department Director and the affected employee. If certified as having given satisfactory service, the name of the employee laid off shall be placed on an appropriate reemployment list as provided in these Rules and Regulations. Such non-disciplinary action shall not be subject to appeal. The City will provide a "Levine Hearing" for affected employees prior to making the layoff final.
- D. In the case of layoffs, temporary and probationary employees within the class or classes subject to lay-off will be laid off before any regular employees are affected by layoffs. The order of lay-off of probationary and regular employees shall be according to seniority based on classification seniority with the employee(s) having the lowest seniority to be laid off first. Among employees with equal seniority, the order of lay-off shall be determined as provided in paragraph "B" above.
- E. Before hiring new regular employees from outside the City, employees laid off or demoted in lieu of lay-off shall have the right to return to their prior class or any lower class in the same or comparable classification series. This right shall remain effective for one (1) year from the date of demotion or separation from City service. Re-employment Lists may be extended at the discretion of the Personnel Officer, but in no event shall an employment list remain in effect for more than two (2) years. When considering recall of employees with similar skills and abilities for job classifications for which they qualify, past performance and date of hire may be considered as the primary selection criteria. Employees recalled shall not be required to serve a new probationary period unless recalled or rehired to a new or different classification. An employee to be recalled shall be notified by certified letter sent to the last known address on record. If the employee does not contact the City to make satisfactory arrangements for return to work within ten (10) days of

the mailing date of the letter, the offer of recall will be deemed withdrawn, and the employee will be eligible for reinstatement only if some exceptional circumstances prevent the employee from responding, to the satisfaction of the City Manager.

SECTION 10 – BUMPING RIGHTS

A regular employee who is designated for layoff may elect, in lieu of layoff, to be reassigned to a position in the same classification within his/her department or another department, or into the position held by the employee with the least seniority in the class in which the designated worker currently serves, provided that the designated worker has more service with the City than the worker who is being bumped; or the designated worker has previously held permanent status in the position of a different class into which s/he is bumping, and the designated worker meets the job requirements of the position into which s/he is bumping.

An employee who exercises his/her bumping rights must make such request to the Personnel Officer in writing within ten (10) calendar days of the employee's receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided herein.

In case of a tie in service, the following will apply:

- Years of Service
- Overall performance in City employment; and
- Special knowledge, skill, training, or experience.

SECTION 11 - GRIEVANCE PROCEDURE

A. General Provisions: As used in these Rules and Regulations, a grievance is a dispute concerning an alleged violation in terms and conditions of employment as provided in an existing ratified and approved MOU.

Appeals of discipline shall be governed by Section 16 of the City's Personnel Rules and Regulations.

1. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the previous step.
2. If a Department Director fails to respond with a written answer within the specified time period, the grievant may appeal the grievance to the next higher level.
3. Grievant may be represented by a Union Representative, Steward or person of their choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.

5. Proof of service shall be accomplished by registered mail served on the employee at the last known address on record in the employee's Human Resources personnel file.
6. For purposes of this grievance procedure, "day" is defined as a day in which City Hall is open and doing business with the public.

B. Grievance Procedure – Informal level

1. The employee may bring a grievance to the attention of the immediate supervisor at the earliest possible date, but no later than ten (10) calendar days from either the date of the alleged action that caused the grievance, or the date the employee should reasonably have become aware of such action. The employee shall inform the immediate supervisor of the desire to discuss an informal grievance. The supervisor shall discuss, or set a date and time for such discussion, and inform the employee. The grievance does not need to be in writing at the informal stage. The supervisor and the employee shall discuss and attempt resolution of the issues at the informal level.
2. If the issues are not resolved at the informal level, or a supervisor is not available for discussion during the informal level, the employee may, within the time limits specified herein, file a formal grievance.
3. If the employee does not make himself/herself available for discussion during the informal process, the grievance shall be considered abandoned.

C. Grievance Procedure – Formal Level

The employee may file a formal grievance within fifteen (15) calendar days from either the date of the alleged action that caused the grievance, or the date the employee should reasonably have become aware of such action, provided the following have taken place:

- The employee has taken the grievance to the immediate supervisor for discussion.
- The issues have either been discussed without resolution or without resolution satisfactory to the employee; or a supervisor was not available for discussion.

Level 1. A formal grievance shall be submitted to the Department Director in writing on a union grievance form containing the name, classification, department of the grievant, the date and a description of the action that caused the grievance, the section(s) of the MOU allegedly violated, and the remedy sought. The formal grievance shall be signed by the employee, and specify the date(s) of discussion with the supervisor, and a brief summary of the outcome of that discussion. The Department Director may meet with the grievant, and shall thereafter render a decision and comments in writing, and return the grievance to the employee within twenty (20) calendar days after receiving the grievance. If the grievant does not agree with the decision reached, or if no answer has been received within twenty (20) calendar days, the employee may present the grievance to the City Manager. Failure of the employee to take further action within twenty (20) calendar days after receipt of the decision, or within twenty (20) calendar days from the receipt of the grievance by the Department Director if no decision

is rendered, will constitute withdrawal of the grievance.

Level 2. Upon receiving the grievance, the City Manager shall discuss the grievance with the employee and all other appropriate persons within ten (10) calendar days of receipt of the grievance. The City Manager may designate an individual not in the normal line of supervision to advise or conduct whatever investigation is deemed appropriate or necessary concerning the grievance. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance.

All employees shall be free from reprisal, discrimination, or coercion for using the grievance procedure. Compliance with all the steps outlined above shall be considered as mandatory to the exhaustion of available internal administrative remedies.

D. Advisory Arbitration Procedure

a. Eligibility:

Grievances not settled pursuant to the grievance procedure above and which either party desires to contest further, may be submitted to Advisory Arbitration. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of a current ratified and approved MOU may be appealed to Advisory Arbitration.

b. Appointment of Arbitrator:

1. As soon as possible, but no later than ten (10) calendar days after either party receives written notice from the other of the desire to submit the issue to advisory arbitration, the parties shall meet and attempt to agree on the appointment of an Arbitrator.
2. If no agreement is reached within ten (10) calendar days, an arbitrator shall be selected from a list of five (5) persons requested from the California State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by mutual agreement. If there is no agreement on who should make the first strike, the party with the earliest letter in the alphabet by last name shall make the first strike. The Arbitrator remaining on the list received from the State Mediation and Conciliation Service shall serve as the Arbitrator.

c. Conduct of Hearing:

1. The Arbitrator shall preside at the hearing and conduct the proceedings in accordance with acceptable arbitration procedures, be limited to the cited MOU sections at issue, and not exceed the authority allowed in the interpretation and application of the affected MOU provision(s).
2. Either the City or the employee's representative may call any employee as a witness, and the City agrees to release said witness from work at no loss of pay with adequate prior notification to the City. A list of desired witnesses must be received by the City Manager at least five (5) calendar days prior to the date of the hearing so that adequate coverage for the absent employees may be arranged.

d. Timeliness of Decision:

The decision of the Arbitrator shall be rendered no later than forty-five (45) days from the close of the hearing and submission of legal briefs by the parties, if briefs are requested by the Arbitrator. Such decision shall be set forth in writing, dated, and signed by the Arbitrator.

e. Effect of Decision:

The advisory decision of the Arbitrator shall be binding on all parties, unless the City Council overrules or modifies the decision within thirty (30) calendar days from the date of the decision. The City Council's decision shall be final and binding on all parties.

f. Extension of Time Limits:

The parties may extend any of the time limits by mutual agreement, and approval of the Arbitrator.

g. Copies of Proceedings:

All parties to the proceedings shall receive a copy of all documents, rulings and decisions at their own expense.

h. Fees and Expenses:

All fees and expenses of the hearing shall be shared equally by the City and the appealing party, except that each party shall be responsible for the fees of its own counsel if utilized.

i. Single Grievance:

The Arbitrator may collectively hear multiple grievances which raise the same issue, the same or related MOU provisions, or the same factual matters.

j. Limitation on Arbitrator's Authority:

The Arbitrator shall have no power to alter, amend, change, add to, or subtract from the cited or affected provisions of the MOU raised by the grievance.

SECTION 12 - DISCIPLINARY PROCEDURE

The Disciplinary Procedure is substantially contained in the City's Personnel Rules and Regulations, Section 16. The parties agree to incorporate, without changes to mandatory or permissible language by reference the provisions into this agreement.

SECTION 13 - REORGANIZATION

The City will discuss reorganization recommendations with the Union prior to submission of the recommendations to City Council. During the term of this Agreement, any SEIU bargaining member whose compensation would be negatively impacted because of reorganization(s) shall have his/her salary Y-rated.

SECTION 14 - CONTRACTING OUT

The City agrees to meet and confer with the Union at least thirty (30) working days in advance on the impact of the issue of contracting out for services which would displace currently employed personnel.

"Displace" is defined as termination due to lack of work or downward reclassification due to lack of work.

The City reserves the right, after meeting its obligations under law, to contract out any or all services currently performed or to be performed in the future. During the term of this MOU the City will make every effort to retain SEIU members and fill vacancies of SEIU positions in City services.

If an SEIU position remains vacant after nine (9) months, the City will discuss with the Union, at the Union's request, options for filling the vacancy.

SECTION 15 - CONTINGENT WORKFORCE

City and Union agree that there will be no contingent workforce additions that would result in layoffs of incumbent bargaining unit employees.

"Contingent Workforce" as defined does not include the hiring of temporary labor, seasonal workers, independent contractors or short term leasing of employees for the purpose of backfilling critical City positions while recruitment efforts are underway.

SECTION 16 - PROFESSIONALISM IN THE WORKPLACE

All employees, including peers and supervisors, are expected to interact in a professional manner and with respect in the workplace. Unprofessional conduct will not be tolerated. Actions of individuals directed towards an employee, which are intended to intimidate and create a risk to the health and safety of the employee may be cause for disciplinary action.

SECTION 17 – SEVERABILITY

If any article or section of this MOU should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this MOU shall remain in full force and effect for the duration of this MOU. In the event of invalidation of any article or section, the City and the Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

SECTION 18 - PROHIBITION OF JOB ACTION

Notwithstanding any other provisions of this MOU, City rule, regulation, ordinance, past practice, or policy to the contrary, both parties to this MOU and each employee in a classification represented by the Union agree that:

- A. The unimpaired continuation of City services is of paramount importance to City residents. Therefore, neither the Union nor any employee in a classification or position represented by the Union shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment. Lawful informational picketing on the employee's own time is not prohibited.

- B. An employee who engages in any activity prohibited in Subsection A shall not be entitled to any wages or City-paid benefits whatsoever for the period of the job action and may be subject to discipline for violating this provision. Prior to implementing this provision by adjusting an employee's paycheck, the City shall give reasonable notification to an employee and an opportunity for the employee to respond in writing. Employees and the Union shall have no right to appeal City utilization of this provision.
- C. The Union, its representatives, and represented City employees shall comply with the provisions of this MOU and shall make an effort toward convincing all employees in this unit to fully and faithfully perform their duties.
- D. In the event of any activity prohibited by Subsection A hereinabove, the Union, its representatives, and represented City employees agree to take any appropriate steps necessary to assure compliance with this MOU.
- E. The Union agrees that during the term of this MOU, neither the Union nor any representative acting on its behalf will cause, authorize, engage in, condone, or sanction a strike, sympathy strike, sick in, work stoppage, slow down, or picketing (other than informational picketing on employees own time).

SECTION 19 - TERM

The term of this MOU shall commence July 1, 2024, and shall expire June 30, 2027. Negotiations for a subsequent MOU shall commence by April 1, 2027, unless the parties agree to commence negotiations on a later date.

SECTION 20 - FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

For the CITY OF SOLEDAD:



Megan Hunter, City Manager



Mike Howard (Jul 11, 2024 18:44 PDT)

Mike Howard, Finance Director



Francine Uy, Human Resources Manager

For the SERVICE EMPLOYEE'S INTERNATIONAL UNION, LOCAL 521, GENERAL UNIT:



Jay Donato (Jul 11, 2024 16:28 PDT)

Jay Donato, SEIU Representative



Joe Escarsega (Jul 11, 2024 16:20 PDT)

Joe Escarsega, Union Steward



Jorge Madrigal (Jul 15, 2024 10:32 PDT)

Jorge Madrigal, Union Steward

APPENDIX A

GENERAL UNIT Job Classifications
Administrative Assistant
Building Permit Technician
Community Services Officer
Customer Service Utility Billing Technician
Electrician
Executive Assistant
Fleet Mechanic
Maintenance Worker
Mechanic/Maintenance Worker
Office Specialist
Recreation Program Coordinator
Senior Maintenance Worker
Senior Utility Maintenance Mechanic
Senior Water Systems Operator
Utility Maintenance Mechanic
Victim Assistance Advocate
Water Reclamation Operator I
Water Reclamation Operator II
Water Reclamation Operator-In-Training
Water Systems Operator











MEMORANDUM OF UNDERSTANDING - SEIU General Unit


Final Audit Report


2024-07-15


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