

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF EL CERRITO  
AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION (SEIU) LOCAL 1021



July 1, 2020 to June 30, 2022

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF EL CERRITO  
AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021**

**ARTICLE I  
Preamble**

This Agreement is entered into by and between the City of El Cerrito, hereinafter referred to as the "City," and Service Employees International Union (SEIU) Local 1021, hereinafter referred to as the "Union."

**ARTICLE II  
Nondiscrimination and Affirmative Action**

This agreement applies equally to all members of the bargaining unit regardless of race, color, sex, age, creed, physical or mental impairment, political affiliation, national origin, religious affiliation, or sexual preference as provided by law.

The Union and the City will not discriminate in employment relations against any employee because of sex, sexual preference, gender, race, age, national origin, marital status, religion, disability or political affiliation. The City will comply with all State and Federal Laws and Regulations regarding discrimination. The Union and City further agree not to harass or retaliate against any employee on any of the prohibited bases specified above. The Union will support the City in achieving the goals of the City's Affirmative Action Plan. The Union and the City equally share the responsibility for upholding this provision of the agreement.

**ARTICLE III  
Term and Scope of Agreement**

**3.1 Duration of this Memorandum**

The recommendations set forth in the Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered, urged or otherwise presented by the Union or the City for the duration of this agreement, provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The term of this agreement shall be from July 1, 2020 to June 30, 2022.

**3.2 Extension of Agreement**

In the event that the City and Union fail to secure a successor agreement prior to the expiration date of this Memorandum of Understanding, the parties may agree mutually in writing to extend the term of this agreement for any period of time.

### **3.3 Maintenance of Benefits**

All rights, privileges and terms and conditions of employment in full force and effect through the duration of the previous Memorandum of Understanding and not in conflict herewith shall become a part hereby and remain thereby until mutually modified by the parties hereto.

### **3.4 Procedure for Meet and Confer; Meet and Confer in Good Faith; Scope**

The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment in accordance with the Meyers-Milias-Brown Act.

## **ARTICLE IV** **The Union**

### **4.1 Union Recognition**

Pursuant to and in accordance with all applicable provisions of the California Government Code 3500 through 3510 as amended, the City hereby recognizes the Union as the sole and exclusive representative for the purpose of meeting and conferring with respect to rates of compensation, hours and other terms and conditions of employment for the term of the Memorandum for all of the job classifications listed. Such groups of employees shall hereinafter be known as "the Unit."

### **4.2 Union Membership**

The following classifications will be considered "the Unit" as represented by the Union:

- Account Clerk
- Account Clerk Technician
- Accountant I
- Administrative Clerk
- Administrative Clerk Specialist
- Assistant Engineer
- Assistant Planner
- Associate Planner
- Building Inspector I
- Building Inspector II
- Building Permit Technician I
- Building Permit Technician II
- Building Permit Technician III
- Building Plan Checker I
- Building Plan Checker II
- Custodian
- Custodian II
- Custodian Leadworker
- Childcare Aide
- Childcare Teacher (licensed)

Childcare Teacher (no license)  
Community Services Coordinator  
Engineering Technician  
Fork-Lift Operator  
Information Systems Technician  
Maintenance Services Leadworker  
Maintenance Worker  
Maintenance Worker - Entry  
Management Assistant  
Nutrition Manager  
Open-House Assistant  
Preschool Director  
Program Registrar  
Recycling Maintenance Worker  
Recycling Maintenance Worker - Entry  
Recreation Registrar/Assistant  
Respite Program Aide  
Senior Services Assistant  
Van Driver  
Waste Prevention Specialist

Incumbents employed by the City in positions designated as on-call are not in the bargaining unit represented by SEIU Local 1021 and are not subject to Section 4.2, 4.6 or 4.8 of the MOU between the City and SEIU Local 1021.

### **4.3 Definitions**

A. Part-time Employees. Part-time Employees are defined as any employees who are regularly scheduled to work less 37.5 hours per week. These classifications shall be paid an hourly wage for hours worked.

Part-time employees shall receive benefits as specified in Article XIX of this Memorandum of Understanding.

B. Temporary/Seasonal Employees. Temporary/Seasonal Employees are not part of the bargaining unit represented by SEIU Local 1021.

If a Temporary/Seasonal Employee works for the City for 365 consecutive days without a break in service they will be eligible to become part-time employees and will receive all the benefits associated with being a part-time employee.

C. Probationary Period. The probationary period for original shall be twelve (12) months for full and part-time employees. The probationary period for promotional appointments for all bargaining unit classifications shall be six (6) months.

The probationary period is regarded as part of the testing process and is utilized to evaluate closely the employee's work performance. An employee may be rejected



without cause during this period. Upon satisfactory completion of the 12-month probationary period, the department manager shall recommend that eligible employees advance to regular permanent status.

#### **4.4 Union Representatives**

The Union may appoint a steward from each work area, as follows: recreation & childcare, senior services, integrated waste management, corporation yard, City Hall and a steward from the custodian class series. In addition, an alternate steward in each division may be designated. The Union shall provide to the City a current list of stewards, regularly updated.

If an aggrieved employee desires the assistance of a steward as provided in the grievance procedure, the City shall afford said steward reasonable time off during working hours without loss of compensation or other benefits to investigate and take up such grievance. The grievant or the grievant's steward shall obtain specific approval of the division manager or, in the division manager's absence, another authorized City management official before the steward leaves his or her duties, work situation or assignment for the purpose of investigating and processing a grievance.

#### **4.5 Union Access to Work Locations**

Union representatives may visit work locations where bargaining unit members are performing work; provided, however, they shall not interfere with the normal conduct of work or duties of the employees. The Union representative shall contact the Human Resource Manager or his/her designee prior to visiting the employees work location or contacting any represented employees to ensure the visit will not impact the operations of the City. If the visit will impact operations, the City and the Union shall mutually agree to an alternative acceptable date and time.

#### **4.6 Union and Management Meeting**

Stewards shall be allowed one hour a month without loss of compensation or other benefits for the express purpose of meeting together to conduct the business of the Union in relationship to its responsibilities for effective labor relations with the City. The Stewards will notify the City prior to the monthly meeting if they need to meet with City management representatives to discuss items of mutual concern. The City will schedule a meeting within one week of the Union's request.

#### **4.7 Dues Deductions**

The City shall deduct regular monthly Union membership dues bi-weekly for Union members who have signed an authorization card furnished by Local 1021. Said deductions shall be forwarded promptly to the Union office. The employees' earnings must be regularly sufficient to cover the amount of the appropriate Union dues after other legal and required deductions are made. When a member in good standing with the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings, nor will the member deposit the amount with the employer which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only

part of a pay period and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. The Union shall indemnify, defend and hold harmless the City against any claims made against and any suit instituted against the City on account of said deductions. Dues deductions shall be made only for Service Employees International Union Local 1021 so long as Service Employees International Union Local 1021 is the sole and exclusive bargaining representative.

#### **4.8 Revocation of Union Membership**

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deductions except during a period no less than 60 days nor more than 90 days preceding the expiration date of this agreement.

It is understood further that, if an employee does not revoke his or her authorization for membership dues deductions during the time period specified above, said dues shall be deducted from the employee's earnings for the remaining portion of the year without right of further revocation, except in the event of employee's death or termination from the City service, as long as Service Employees International Union Local 1021 is the sole and exclusive bargaining representative.

#### **4.9 Union Security - Union Dues**

##### **A. Positions subject to Union Dues**

The provisions contained herein shall apply to all employees subject to this Memorandum of Understanding.

##### **B. Union Dues Deduction**

Except as provided otherwise in this Section, all bargaining unit members shall become and remain members of Local 1021 (hereinafter referred to as "Union"). The City shall deduct union dues bi-weekly from the salary or wages of bargaining unit member who has executed a written authorization for the deduction of union dues.

##### **C. Implementation for New Hires**

1. The City will provide the SEIU Steward with 10 days advance notice of any new employee orientation, as defined in AB 119.
2. The City will provide the Union with an electronic notification in malleable electronic format, the new employee(s) name, job title, department, work location, work number, home number, cellular number(s); personal email address and home address of any new employee on file with the employer within 30 days of hire or the first pay period of the month following hire.
3. The City shall provide SEIU access to employees who are newly hired to the City in the following manner:

- An SEIU Steward shall be provided 15 minutes of paid release time to meet with new City employees hired into the bargaining unit represented by SEIU during the new employees' orientation meeting with the Human Resources Department.
  - The Human Resources Department shall select the date for the new employees' orientation meeting with the Human Resources Department and give the designated SEIU Steward as much notice as possible. The Human Resources Department's selected date shall not be modified except due to the availability of the new employee(s) or Human Resources staff.
4. If the City does not conduct a new employee orientation meeting, the SEIU Steward shall be provided access to a new employee in the following manner:
- The City will provide the SEIU Steward with up to 30 minutes of paid release time to meet with the new employee.
  - The new employee will be provided up to 30 minutes of paid time to meet with the SEIU Steward. SEIU shall have the right to access and use the employer's facilities to meet with the new employee in accordance with Section 4.5 of the MOU.

**D. Payroll deductions and Payments to the Union**

1. The City shall not be required to modify the amounts deducted from employee paychecks for union dues or service fees more than once each calendar year. The Union shall provide the City with at least ninety (90) days' notice of any change in the dues or service fee amount.
2. The City shall promptly pay over to the Union all sums deducted from employee paychecks for union dues or service fees except for such funds retained by the City pending the resolution of challenges to the service fee. The City shall periodically provide the Union a list of all city employees subject to this Agency Shop requirement who are making charitable contributions pursuant to Paragraph D above.

**E. Programming Costs**

The Union shall reimburse the City for all reasonable expenses incurred by the City in implementing changes to the amount of the union dues or service fees deducted by the City.

**F. Hold Harmless**

The Union shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims, suits, or any other action arising from the Agency Shop provisions contained herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay but failed to pay, regardless of the reasons. In the event of a claim, demand, suit or other action against the City, the Union agrees that the City may retain

the legal counsel of the City's choice and that the Union shall pay all reasonable attorney fees, costs and expenses incurred by the City in the City's defense of the claim, demand suit or action.

#### **4.10 Bulletin Boards**

The Union has purchased and installed bulletin boards at the following work areas:

- Recycling Center
- Corporation Yard
- City Hall
- Community Center
- Senior Center

The location of bulletin boards is subject to space limitations and placement at a non-public location approved by the Manager in charge of the location. The Union may use these bulletin boards under the following conditions:

1. All material must be dated and must identify the organization that published it.
2. The Union will do posting. Material shall be removed after the material is no longer relevant to the time or date of issue. Material shall be removed by Union personnel whenever practical.
3. The City, with notice to the Union, has the right to move and to determine where bulletin boards shall be placed.
4. Material, which the City considers objectionable, shall be brought to the attention of the Union representative. Material that is offensive, unprofessional, disrespectful or inappropriate to the mission or values of the City shall be removed from the bulletin board immediately. This requirement shall not infringe in any way upon the Union's rights to organize or to conduct legitimate Union business.

#### **4.11 Benefits Included in Memorandum of Understanding**

All benefits resultant from the meet and confer process are included in this Memorandum of Understanding.

#### **4.12 Procedure for Meet and Confer**

The Union negotiation team may include a representative from recreation and child care, senior services, integrated waste management, corporation yard, city hall, and a representative from the custodian class series. Team members are entitled to a reasonable amount of paid work time to prepare for and participate in meet and confer sessions. They must be responsible to notify their supervisors in advance of meetings so that coverage may be arranged, if necessary.

Both the City and Union shall notify each other in writing in advance as to the members of their respective negotiation teams.

**ARTICLE V**  
**Management**

**5.1 Management Rights**

The City management retains all traditional rights and responsibilities for the operation of the City, as defined in existing federal, state and El Cerrito Municipal Code laws.

**5.2 Beneficial Practices**

The City agrees that as a result of signing this agreement, rules and regulations or practices affecting employees beneficially will not be changed unless consistent with applicable public law.

**ARTICLE VI**  
**Union/Management Advisory Team (UMAT)**

**6.1 Formation**

The parties agree to form a Union/Management Advisory Team (UMAT) to meet and develop policies and procedures concerning departmental matters, which may be referred to the team by the City or the Union.

**6.2 Composition and Meeting Schedule**

The work of the UMAT is to be carried out on a continuing schedule. Meetings will occur as agreed between the parties.

The team will be composed of a steward from each work location:

- Recreation & Childcare
- Senior Services
- Integrated Waste Management
- Corporation Yard
- City Hall
- A representative from the Custodian class series

Division managers and/or their delegates, if assigned, will represent management. The Department managers, the Human Resources Manager and Union Field Representatives also may attend as resources to the team.

Division representatives also may meet as a UMAT to discuss matters that are limited to that division; UMAT meetings need not be department-wide. Representation shall be by mutual agreement of the parties.

**6.3 Utilization**

The UMAT is not a decision-making body and its recommendations are not binding, nor does the UMAT replace other existing processes such as the grievance procedure or meet and confer.

A. The UMAT may advise management in matters of departmental operations and

management.

B. The UMAT may develop processes to ensure involvement and participation of appropriate departmental personnel.

C. The UMAT may be utilized to coordinate and refine agreements reached by both the City and the Union during the meet and confer process.

D. The UMAT may review grievances if specifically requested by the Department Manager or Union representatives.

#### **6.4 Reporting**

Only issues that are mutually agreed to shall be reported out of the UMAT.

#### **6.5 UMAT Sub-Committee**

The parties shall create a sub-committee of the Union/Management Advisory Team (UMAT). The UMAT Sub-Committee shall meet as needed but will at least meet on designated UMAT meeting dates. The UMAT Sub-Committee shall address the following issues:

- The financial status of the City
- Maintain a dialog regarding potential cost saving measures/ideas
- Report regarding City efforts to increase revenues and control expenses.

### **ARTICLE VII** **Benefits Plan**

#### **7.1 Flexible Benefits Plan**

A. The City has a Flexible Benefits Plan. With the exception of those employees who choose the "no medical plan" option (See C), the City will contribute an amount equivalent to the lesser cost (Kaiser HMO) medical plan rate, according to dependent status, regardless of which medical plan is chosen. "According to dependent status" means that if an employee is single he or she shall receive the equivalent to the single premium in his or her flexible spending account. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the two-party premium in his or her flexible spending account. If an employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the family premium in his or her flexible spending account.

B. Employees may select one of the following medical plans within their Flexible Benefits Plans:

- Kaiser (S)
- Alternative HMO
- PPO

Those employees selecting an option whose premium exceeds the City's contribution are responsible for the difference.

C. In the event that an employee has alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan, the employee may select a "no medical plan" option. (Proof of alternate coverage is required.) In this event, the City shall provide the employee only City contribution which may be received in cash, in which case the amount is treated as taxable income, or the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both.

D. Employees may contribute salary of up to the maximum allowed by law on a pre-tax basis in order to purchase the following benefits:

- Medical premiums, co-payments, and deductibles
- Dental premiums, co-payments, and deductibles
- Unreimbursed medical and dental expenses
- Dependent care
- Voluntary Group Life Insurance (aggregate to \$50,000 coverage)

Rules governing the allocation and distribution of such funds shall conform to applicable sections of State and Federal tax codes and the City of El Cerrito's Flexible Benefits Plan.

The employee may salary-contribute to the purchase of benefits on a pre-tax basis if appropriate and consistent with the provisions of the City's "Citiflex" Plan and IRS regulations. The employee may elect to purchase a variety of taxable and tax-exempt benefits with the City's contribution, if any, to the Flexible Benefits Plan.

E. Health plans will become effective the first of the month following the date of hire.

F. The health benefit programs recognize the participation of domestic partners of eligible employees. Please refer to the City's Citiflex document for details.

G. The bargaining unit represented by SEIU shall pay the same office visit and prescription co-pays, up to a maximum of \$15.00 for an office visit co-pay, as the safety personnel bargaining units.

## **7.2 Dental Plan**

The City will contribute an amount equal to 100% of the cost of the employee and dependent coverage under the Delta Dental Plan.

The City reserves the right to select alternate carriers so long as benefit coverage is comparable as determined by the City and no additional cost is required by the employee. Employee participation in the dental plan is mandatory unless and until the carrier agrees to waive its requirement for a one-time employee option to be "in" or "out" of the dental plan.

### **7.3 Retirement Health Plan**

Retirees, survivors of retirees and survivors of deceased employees, if permitted by the carrier, will be permitted to maintain the current level of health plan benefits available to employees. Retirees, survivors of retirees and survivors of deceased employees may maintain such health plan benefits at their discretion and with no cost to the City.

### **7.4 Retirement Plan**

Represented full-time, permanent part-time and other part-time employees who work at least 1,000 hours in a fiscal year are entitled to those benefits of the Public Employees Retirement System (PERS) for local miscellaneous members under the 2.7% @ 55 retirement formula and integrated with Social Security. The City also shall provide the PERS single highest year option and the service credit for unused sick leave option per Government Code 20965.

### **7.5 David Hunter Memorial Scholarship Fund**

The City agrees to contribute \$5 per year, paid in January of each calendar year, to the David Hunter Memorial Scholarship Fund on behalf of each full-time and permanent part-time represented employee.

### **7.6 Life Insurance**

The City will provide a term life insurance policy with the principal sum equivalent to the employee's annual salary rounded to the nearest \$1,000. Figures will be updated monthly to reflect salary adjustments provided elsewhere in this Memorandum. The Union agrees that the City has full authority to choose carriers or administrators of this plan.

For permanent (3/4) part-time employees, the City will provide a term life insurance policy with the principal sum equivalent to \$18,000.

### **7.7 Long-Term Disability Insurance**

The City shall provide employees with long-term disability insurance with coverage of two-thirds salary up (The maximum benefit of \$6,700 per month) and a thirty-day elimination period. Like regular wages, this benefit is taxable.

### **7.8 Auto Use and Reimbursement**

Employees required to use their own automobiles for City business shall be reimbursed at the Internal Revenue Service allowable rate or a monthly allotment as contained in the City's budget and by department policy. City employees may be allowed to use City vehicles, if available, for City business.

### **7.9 Benefit Status**

A. The salary and benefits provisions contained within this Memorandum of Understanding are granted only to employees who are in a current pay status. The City shall incur no cost nor shall benefits accrue for retirees, survivors or employees in a non-pay status. Family Care and Medical Leave and Military Leave, however, shall be granted in accordance with the applicable provisions of State and Federal law.



B. In the event an employee is in a non-pay status because of a disputed workers' compensation claim, benefits under this article shall be continued upon written agreement of the affected employee to repay to the City the amount of any premiums paid by the City during the non-pay status period if the employee's claim is denied by the Workers' Compensation Appeals Board or withdrawn by the employee prior to a decision by the Board.

## **ARTICLE VIII** **Holidays**

### **8.1 Holidays**

The following holidays are recognized as municipal holidays for pay purposes for all full-time and permanent part-time represented employees:

New Year's Day	Labor Day
Dr. M.L. King Jr. Birthday (3rd Monday in January)	Veterans' Day
President's Day (3rd Monday in February)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Eve Day
	Christmas Day
	½ Day New Year's Eve

In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. (Department managers may make changes in the above schedule in accordance with the needs of their department.)

The afternoon of New Year's Eve, commencing at 12:00 noon, shall be considered a holiday for pay purposes. In the event that New Year's Eve fall on a Sunday or a Monday, the preceding Friday afternoon shall be considered a holiday for pay purposes.

For employees on an alternative workweek schedule, if a holiday falls on a normal workday, full-time employees will be granted 7 ½ hours or the normal pro-rated portion for those who are benefited regular part-time employees. The employees may apply vacation or other discretionary hours in order to receive their normal hours for the workweek. If a holiday, a day named in the Memorandum of Understanding, falls on the Friday that City Hall is closed, the employee will be allowed to work equivalently fewer hours in the affected workweek(s) or be given the equivalent number of floating holiday hours at the discretion of the department manager. In no event should this result in fewer hours to serve the public.

### **8.2 Floating Holidays and Birthday**

In addition to the recognized municipal holidays listed in Section 8.1, eligible represented employees shall receive annually three (3) floating holidays and a birthday holiday.

Accrual shall be prorated quarterly. For new employees, floating holidays shall be

prorated quarterly based upon date of hire. Scheduling shall be determined by the Department Manager with regard for the needs of the City and preferences of the employee. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

### **8.3 Eligibility/Compensation for Municipal Holidays**

A. An employee on leave-of-absence without pay shall not receive any compensation for holidays occurring during such leave.

B. Full-time employees must be in a pay status on the workday preceding the holiday to be eligible to be compensated for the holiday. An exception is made for permanent part-time employees on irregular work schedules.

C. Full-time and permanent part-time benefited employees will receive overtime pay for holiday work as described in Article XIV of this Memorandum, except as provided in D below.

D. Recycling workers (Entry through Leadworker) have agreed to a holiday work schedule. The drivers who work the holiday will receive a minimum guarantee of 7 ½ hours. If both routes are completed before the 7 ½ hours have elapsed, the drivers are allowed to leave work and will still be compensated for 7 ½ hours. The drivers working the holiday will have a choice of receiving minimum of 7 ½ hours at time and ½, plus a floating holiday or regular holiday pay at straight time for the 7 ½ hours (for a total of double time and ½). Helpers, who work a shorter shift on the designated holidays above, will be compensated for the total amount of hours worked at time and ½ plus a floating holiday or will be compensated for 7 ½ hours at their straight time rate of pay. Recycling Workers not assigned to work the holiday will be compensated according to current holiday practice.

Any driver who is unable to complete the holiday routes will follow the City's notification procedure.

### **8.4 Prorated Holidays - Permanent Part-Time Employees**

Permanent part-time employees shall receive 3/4 (75%) of the regular and floating holiday time and accrue the holidays proportionately.

### **8.5 Holiday Work for Part-Time Employees**

Part-time employees may be required to work holidays. If work is required and performed, they will earn overtime rates.

## **ARTICLE IX**

### **Sick Leave**

#### **9.1 Accrual Rate**

Regular and probationary employees shall be eligible to accrue sick leave. Permanent part-time employees shall be eligible to accrue sick leave in the same proportion as their scheduled work hours per week relate to the standard work week.

A. Full-time employees shall accrue sick leave at the rate of 8 hours and 45 minutes per calendar month worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month.

B. Full-time employees with 20 or more years of service shall accrue sick leave at the rate of 11 hours and 25 minutes per calendar month worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month.

C. Eligible part-time employees shall accrue sick leave after 12 months of continuous service, prorated according to hours actually worked.

## **9.2 Maximum Accrual**

The accrual of sick leave is unlimited.

## **9.3 Use**

Sick leave shall be requested only for cases of actual personal sickness or disability or medical or dental treatment, except as noted in 9.8, 19.7 and 11.2.

Pay for approved sick leave shall be authorized until the employee's accumulated total of hours or shifts has been exhausted, at which time the employee shall receive no further pay for sick leave.

An employee shall have accumulated sick leave reduced by an amount equal to the number of hours of sick leave for which payment has been received.

## **9.4 Sick Leave Shall Not Be Used for Personal Business**

Accumulated compensatory time, vacation or leave without pay must be used for all personal business conducted during the normal work hours, unless otherwise authorized by the City Manager or designee.

## **9.5 Notification of Supervisor**

The employee requesting sick leave shall notify his or her supervisor or department manager prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of the regulations, and the department manager and City Manager have approved such payment.

Childcare employees must inform their site coordinators or supervisors of illness at least one hour before their normal work schedule, and preferably the night before if the employee knows he or she will be ill the next day. If the site coordinator is not available, the employee must contact the Youth and Child Care Program Supervisor or the Recreation Director as outlined in staff policies and procedures.

All other employees must inform their supervisors of illness at least one hour before their normal work schedule in the manner prescribed by the Department Head.

## **9.6 Physician Statement**

A. An employee who has been absent from work due to an illness for three (3) or more consecutive workdays the department manager or City Manager may require an employee to submit a written statement from the attending physician or dentist or from a physician or dentist retained by the City stating that the employee is or was unable to perform his or her duties. Where leave abuse or excess is suspected, the employee may be required to furnish a written statement from the attending physician or dentist or other agreed upon form of verification following any absence from work, when the employee has been given prior notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.

B. Prior to resumption of duties, the department manager or City Manager may require a written statement from the attending physician or dentist or from a City-retained physician or dentist to the effect that the employee may resume the full duties of his or her position.

## **9.7 Activity During Sick Leave**

No employee who is absent from work on sick leave shall engage in any work or other activity which would interfere with that employee's ability to return to work and perform regular duties.

## **9.8 Family Sick Leave**

Under Labor Code Section 233, employees may utilize accrued sick leave to care for an ill or injured child, spouse, or parent. The City has extended this provision to include domestic partners and their children. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts (See City Administrative Policy and Procedure on Family and Medical Leave). However, if the illness or injury qualifies under the Family and Medical Leave Act, it also satisfies the "family sick leave" criteria. The maximum "family sick leave" allowed each calendar year that is subject to this provision is one-half (1/2) of the employee's annual accrual of sick leave. In cases where illness or injury has occurred involving someone other than the immediate family, as specified above, the department head shall make the decision as to the qualification for sick leave.

## **9.9 Accrued Sick Leave as Life Insurance**

Upon the death of a represented employee, the value of the employee's accrued sick leave, calculated at the employee's hourly rate, shall be paid to the employee's estate or designated beneficiary.

## **9.10 Retirement Benefit**

Upon retirement from City service, an employee shall be entitled to compensation for one-fourth of the accumulated sick leave on the books at the time of such retirement, with a maximum payment equivalent to thirty (30) days sick leave pay.

This retirement sick leave pay off provision shall not apply to employees who elect the

PERS service credit for unused sick leave option.

**9.11 Depletion of Sick Leave Benefits - Medical Leave**

In the event of continued illness after expiration of sick leave, absences may be charged to accrued compensatory time, if the employee so desires. The City may require the use of other discretionary accrued leave time in accordance with the administrative policy on Family and Medical Leave.

Upon depletion of accumulated sick leave, an employee may be granted a medical leave-of-absence without pay, subject to the provisions of the City's "Personnel Rules and Regulations" and Family Care and Medical Leave Policy.

If further medical leave is granted, the employee must notify the City of his or her health status every 30 days. If further leave is not granted, the employee's service with the City shall be considered terminated.

**9.12 Catastrophic Leave**

The City will provide catastrophic Leave in accordance with the City of El Cerrito's Administrative Policy/Procedure No. IIA13 titled Donation of Leave Time for Catastrophic Illness or Injury.

**9.13 Accrual Statements - Sick and Vacation Leaves**

The City will provide on each paycheck a statement of accumulated sick leave and vacation accrual.

**ARTICLE X**  
**Vacation**

**10.1 Eligibility**

Full-time and permanent part-time employees shall be eligible to take a paid vacation at current pay rate at the end of the first year of continuous service and annually thereafter.

Regular part-time employees shall be eligible to accrue vacation leave after 12 months of continuous service.

## 10.2 Accrual Rate

Vacation accrual for represented employees shall be as follows:

Service	Vacation Benefit Days	Hours (37.5-hour week)	Number of 8.3-hour Shifts
After 1 yr.	11	82.50	9.90
2	12	90.00	10.80
3	12	90.00	10.80
4	13	97.50	11.70
5	15	112.50	13.50
6	16	120.00	14.40
7	16	120.00	14.40
8	17	127.50	15.30
9	17	127.50	15.30
10	18	135.00	16.20
11	18	135.00	16.20
12	19	142.50	17.10
13	19	142.50	17.10
14	20	150.00	18.00
15	20	150.00	18.00
16	21	157.50	18.90
17	21	157.50	18.90
18	22	165.00	19.80
19	22	165.00	19.80
20	23	172.50	20.70
21	23	172.50	20.70
22	24	180.00	21.60
23	24	180.00	21.60
24	25	187.50	22.50
25	25	187.50	22.50
26	26	195.00	23.40
27	26	195.00	23.40
28	27	202.50	24.30
29	27	202.50	24.30
30	28	210.00	25.20
31	28	210.00	25.20
32	29	217.50	26.10
33	29	217.50	26.10
34	30	225.00	27.00
35	30	225.00	27.00
36	31	232.50	27.90
37	31	232.50	27.90
38	32	240.00	28.80
39	32	240.00	28.80
40	33	247.50	29.70

### **10.3 Basis for Accrual**

Vacation leave will be accrued from the first day of employment when a regular employee is in a pay status and will be credited on a bi-weekly basis. Municipal holidays shall not be counted during vacation.

### **10.4 Scheduling**

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the department manager and the employee's supervisor in accordance with departmental regulations and with regard for the preference of the employee and the needs of the City.

### **10.5 Vacation Cap and Implementation**

#### **A. Vacation Cap**

The vacation cap shall be two (2) times the employee's annual vacation accrual rate. Thereafter, at any time an employee reaches the maximum accrual, the employee will cease accruing vacation hours until such time as the balance falls below the cap. No employee will be allowed to accrue vacation hours above the cap.

#### **C. Separate Vacation Bank**

Effective January 1, 2015, any accrued vacation in excess of two (2) times the annual vacation accrual rate will be placed in a separate Vacation Bank for each affected employee. This will be a single, one time process. Employees shall be entitled to use or sell the hours in the Bank for vacation in the same manner as regular vacation hours. The hours shall be paid out at the employee's current rate of pay.

#### **D. Vacation Cash-Out**

Employees may annually cash-out up to 12 days (90 hours) of vacation provided that they have taken a minimum of 12 vacation days (90 hours) in the previous twelve month period and maintain a vacation balance of 20 hours at the time of vacation cash out. Employees may elect to cash-out a maximum of two (2) times annually and each cash-out request must be a minimum of 6 days (45 hours). Employees must reduce their separate vacation bank first when cashing out vacation. All requests must be in writing to the Human Resources Manager for initial review with final approval by the City Manager.

If an employee wants to request an irrevocable vacation cash-out, they must provide written notice to the Human Resources Manager, or designee, no later than December 15th of the calendar year before the calendar year in which the employee wishes to cash-out vacation leave. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year.

### **10.6 Vacation at Termination**

Employees leaving the municipal service with accrued vacation leave shall be paid the

amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the employee's current rate of pay.

#### **10.7 Effect of Extended Military Leave**

An employee who interrupts his or her service because of extended military leave shall be compensated for accrued vacation at the time the military leave becomes effective.

#### **10.8 Sick Leave During Vacation**

Vacation leave may be converted to sick leave, subject to the review and approval of the department manager and the City Manager, if an employee is injured or sick during his or her vacation for a period in excess of 24 hours.

#### **10.9 Permanent Part-Time and Regular Part-Time Accrual**

Permanent part-time and regular part-time employees will earn prorated vacation leave benefits based upon the number of hours worked and applying that percentage to the rate listed on the above vacation schedule.

#### **10.10 Service Credit for Vacation**

Childcare coordinators and teachers covered by this agreement shall be credited with six (6) months of continuous service for every previous year of part-time work with the City. (This applies only to the employees who filled the positions of Child Care Site Coordinator and Child Care Teacher on July 1, 1989.)

### **ARTICLE XI** **Other Absence**

#### **11.1 Bereavement Leave**

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed five (5) consecutive days when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five days following death. Additional time may be granted and charged as sick leave when, in the opinion of the department manager, unusual circumstances identify the need for additional time off.

Immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, or any other relative of the employee or employee's spouse residing in the same household, or who has resided with the employee in the same household for three or more years. In cases where death has occurred involving someone other than the immediate family, the department manager shall make the decision as to qualification for bereavement leave.

#### **11.2 Family and Medical Leave**

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth unit members' rights and obligations with respect to such leave. Rights and obligations which



are not specifically set forth in the City's policy are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California State Pregnancy Disability Act and the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

### **11.3 On-the-Job Injury**

When an employee is off work as the result of a valid on-the-job injury, the City shall continue to pay the employee in the amount of his or her monthly rate at the time of injury for up to 90 calendar days.

### **11.4 Workers' Compensation - Disability Payments**

An employee receiving disability payments under the Workers Compensation Laws may use accumulated sick leave and vacation leave in order to maintain his or her regular income. Under these circumstances, the employee shall be paid the difference between his or her full salary and the disability payments received. Such sick leave and vacation leave shall be drawn in proportion to the salary payments required to provide the employee with regular income.

## **ARTICLE XII** **Work Schedule**

### **12.1 Workweek**

A. The normal workweek for represented employees is 37.5 hours. The workweek begins at 0001 hours (12:01 a.m.) on Sunday and ends at 2400 hours (12 p.m.) on Saturday unless declared otherwise. For those on the alternate schedule of a 9 day 75 hour per pay period, the workweek begins and concludes at the middle of the workday on Friday.

B. The normal workday for represented employees is 7.5 hours per day. Those on alternative work schedules may work different scheduled hours as determined per City operation.

C. Maintenance employees (Maintenance Services Leadworker, Maintenance Worker and Maintenance Worker - Entry) shall work a schedule of 75 hours over nine days every two weeks, with alternate Fridays off for individual employees while ensuring a minimum scheduled staffing of two persons on duty every Friday. The normal work hours shall be between 7:00 a.m. and 5:00 p.m.

D. Recycling employees shall work a 7.5 hour work day and a five (5) day work week. The start time for employees assigned to the route trucks shall be at 4:00 a.m. The driver assignment to route trucks shall be by bid. The most senior eligible employee shall bid first. The employee(s) not receiving a route shall have their primary duties as those associated with the recycling yard. Additionally, they will provide back up to route drivers in the route driver's absence. All employees receiving route driving assignments shall also be responsible to provide recycling yard coverage when needed.

E Childcare Coordinators shall work a 37.5-hour workweek as scheduled by the City. Their normal workweek shall be Monday through Friday with a schedule of hours determined by the City.

Childcare Teachers' normal workweek shall be Monday through Friday. Their hours shall vary between 20 to 40 hours per week depending on the needs of the City.

F. All other represented employees shall work schedules as required by the City.

G. The alternative work schedule (9 day/75 hour per pay period) for City Administrative Offices and (4 day/37.5 hour workweek) for the Recreation Department went into effect September 9, 2001. These are options available for implementation in the recycling operation and other City functions.

As a result of the alternative work schedule program, city services will be available to the public during hours that offices were previously closed. For example, new public hours may incorporate earlier morning hours, lunch periods that are currently closed and/or later evening hours. Thus, the intent of the program is to expand public services. At the same time the alternative work schedule program will address the employees' desire for one or more days away from the work site each pay period without reducing the total number of work hours.

The actual work schedules for employees vary depending upon operational and individual requirements. However, all full-time employees will continue to be assigned 37 ½ hours in a workweek. Regular part-time employees will continue to work the same number of hours in a workweek as currently assigned.

The alternative work schedule program will be monitored closely and may be discontinued at any time by the City with fair notice to the Union, if the City determines that operational and/or public needs are not being met.

## **ARTICLE XIII** **Compensation**

### **13.1 Salaries for Represented Classifications**

- There shall not be a salary or wage increase for any of the represented classifications in July 2020.
- Effective the first full pay period in July 2021, the City will increase the salary or wages ranges for all represented classifications by 3.0%.

### **13.2 Median Total Compensation Survey**

When the City conducts its total compensation survey in preparation for negotiations for a successor MOU, the City will add 4.5% to the top step salary in the survey document

for every City of El Cerrito classification in recognition of the implementation of the 2.7% @ 55 enhanced retirement formula.

### **13.3 Eligibility for Merit Increase Upon Appointment**

Employees will be eligible for consideration of a merit increase after completing six (6) month of continuous service if originally appointed at the first step of the salary range. Employees will be eligible for consideration of a merit increase after completing the probationary period if initial appointment was at a step that was higher than the first step of the salary range.

### **13.4 Eligibility for Promotion - Maintenance Worker - Entry to Maintenance Worker**

All Maintenance Workers - Entry who have successfully completed their top step shall be considered for promotion to Maintenance Worker, to the step that will provide a minimum 5% increase.

### **13.5 Merit Increases and Appointment Above First Step**

The department manager may increase an employee's salary on the basis of merit within the range for that classification with the approval of the city manager or designee. An employee may be appointed above step A with the approval of the City Manager.

### **13.6 Employer-Paid Employee Contribution to Pension**

Employees contribute a total of 8.0% to the Public Employees Retirement System.

### **13.7 Longevity Bonus**

Each December the City shall make longevity bonus payments to employees with 15 or more years of service with the City. The amount of the longevity bonus will be \$1,000 per year. Employees who work half-time or more are eligible for the longevity bonus payment, with the amount of the bonus being prorated based on the annual number of hours worked.

### **13.8 Bilingual/Notary Pay Differential**

The City shall pay a \$50 per pay period bilingual/notary pay differential to employees in positions designated for bilingual/notary pay by Human Resources based upon the operational needs of the City. Individuals eligible to receive bilingual pay may be required to pass an examination establishing their bilingual skill. The examination shall focus on the employee's ability to speak and comprehend the designated language. Individuals eligible to receive notary pay must be a commissioned Notary Public by the California Secretary State.

### **13.9 Standby Duty**

Employees occupying the classification of Maintenance Worker Entry, Maintenance Worker, or Maintenance Services Lead Worker may be assigned to standby duty in order to respond to calls outside of regularly-scheduled hours. Employees assigned to standby duty shall receive two hours pay at their regular straight-time rate of pay or, at the employee's option, two hours of compensatory time off at the regular straight-time rate, for each standby assignment.

The City shall assign stand-by only duty to employees who reside within 20 miles of the City.

### **13.10 Responsibilities**

Employees assigned to standby duty shall be provided and shall carry a city-issued phone or pager at all times when on stand-by duty. The employee shall not travel an unreasonable distance from the City and shall not be under the influence of alcohol or any other substance that would impair his/her ability to respond to a call. The employee shall be provided a City vehicle for the duration of the said assignment, subject to administrative policy provisions regarding use of City vehicles.

## **ARTICLE XIV**

### **Overtime**

#### **14.1 Overtime Policy - Definition**

It is the policy of the City that overtime work is to be kept at a minimum consistent with the protection of the lives and property of El Cerrito citizens and the efficient operation of the departments and activities of the City. Overtime must be authorized by both the supervisor and department manager and is subject to such other rules and procedures as the City Manager may prescribe.

Overtime shall be defined as time worked beyond the hours worked in a normal workweek, as defined elsewhere in this Memorandum. Hours worked are defined as all time during which an employee is necessarily required to be on the employer's premises, on duty or at a prescribed work place. Sick leave, vacation, holidays and other paid leave are considered to be part of the normal workweek and are included for purposes of calculating overtime compensation. Lunches and unpaid leave shall not be included as time worked. Overtime shall commence at the time an employee reaches the place where he or she is directed to report and shall continue until the employee is released or the work is completed, whichever is earlier. Refer to Article 8.3 for additional information and to Article 19 for over-time provision for part-time employees.

#### **14.2 Minimum Call-Out Compensation**

Employees who are called out to perform unscheduled work shall be compensated for a minimum of 2.5 hours at a rate of time and one-half.

#### **14.3 Non-On-Call Overtime**

Non-on-call overtime, or that overtime which represents a simple extension of the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour; increments of time less or more than one-half hour will be rounded off.

#### **14.4 Overtime Compensation**

A. For hours worked in excess of the normal workweek, but not in excess of forty hours in a workweek, one of the following shall occur at the discretion of the department manager and in consultation with the employee:

1. Employee shall accrue compensatory time off on a time-and-one-half basis (this will not count toward the FLSA compensatory time ceiling of 240 hours but will count toward the City's 40-hour compensatory time cap - see Section 14.5);  
or
2. Overtime shall be paid at time-and-one-half the regular hourly rate of pay.

B. For hours worked in excess of forty in any workweek, one of the following shall occur at the discretion of the employee:

1. Employee shall accrue compensatory time off on a time-and-one-half basis (this will count toward the FLSA compensatory time ceiling of 240 hours as well as the City's 40-hour compensatory time cap - see Section 14.5);  
or
2. Overtime shall be paid at time-and-one-half the regular hourly rate of pay.

#### **14.5 Maximum Accumulation of Compensatory Time**

Employees may not accrue more than 40.0 hours of compensatory time off without permission of the department manager. Time off for compensatory time must be approved by the department manager or designee.

#### **14.6 Meal Allowance**

A meal allowance of ten dollars shall be allowed employees for every four hours worked continuous to the normal work shift. For scheduled overtime, the employee shall be entitled to one meal allowance per eight-hour shift. A meal allowance of ten dollars shall be allowed childcare coordinators and teachers for every four hours of emergency duty worked continuous to the normal work shift.

#### **14.7 Overtime Assignment**

Scheduled and emergency overtime shall be assigned by the department manager or designee on a rotational, seniority basis without regard to the workweek under which any employee currently is working.

#### **14.8 Unscheduled Overtime for Childcare Workers**

Childcare workers shall receive a minimum of one-half (1/2) hour straight pay when required to remain on the job because a parent is late to pick up his or her child or children, for any period of time less than one-half hour. If the parent is later than one-half hour, the employee will be paid for another full half-hour at straight time, and so on in half hour increments.

**14.9** Each employee who resigns or is terminated from the City shall be paid for all compensatory time that has been earned prior to resignation or termination.

**ARTICLE XV**  
**Working In Higher Classification**

**15.1 Out of Class Assignment Pay**

An employee shall be entitled to receive five percent additional pay when working temporarily in a higher classification. Prior to an employee performing duties of a higher classification the department head must assign an employee in writing to perform the duties of the higher classification. An employee must work in the higher classification a minimum of one full working day to become eligible. The department head shall approve all higher classification pay.

Once an employee meets the above stipulated eligibility periods the employee compensation shall begin the first day of the assignment.

If an employee is temporarily working in a higher classification for a period exceeding twelve consecutive months, the City and the Union shall meet regarding the status of the employee assigned to work in a higher classification.

**ARTICLE XVI**  
**Special Provisions -- Childcare Services**

**16.1 Staff to Child Ratio**

The City will meet the California State Licensing requirement for staff to child ratio for all childcare facilities.

**16.2 Educational Attainment for Childcare Aides**

Childcare Aides who become certified by State Licensing as a teacher will be eligible to be moved to step E of the Aide scale. Aides who begin employment with State Certification as a Teacher will be eligible for step E. Childcare Aides who are at step E when they become licensed as Childcare Teachers will be eligible for a 5% above-classification hourly rate.

**16.3 Developmentally Disabled Children - Childcare Services**

The City will provide special training on paid work time to all childcare workers who may handle physically and developmentally disabled children. Special certification programs for staff will be reviewed and considered. Higher classification or premium pay for qualified staff working with disabled children will be considered. Staff will be informed of each child's special needs and paid time will be provided for employee review of medical or other records of disabled children in the program. Parent meetings involving affected staff will be arranged as needed.

**ARTICLE XVII**  
**Education Benefits**

**17.1 Tuition Refund Plan**

When an employee enrolls in approved courses on employee's own time, the City will pay for books required on the course syllabus and for required school fees, such as tuition

and registration fees, up to a maximum of \$500 per year for part-time employees and \$1,000 for full-time employees. Mileage and optional fees shall not be refundable. Department manager verification of available budgeted funds and approval shall be obtained by the employee before registering for any course in order to be eligible for refund of required fees. Courses taken at any college, university, high school or business or technical school, or courses given by a recognized correspondence school, shall be approved when they are:

- Related to the employee's present position in the City.
- Related to the employee's potential development with the City.
- Part of a program leading to a degree relating to the employee's present position or potential for development.
- Required to obtain a high school diploma.

Any full-time or part-time employee who receives City-paid benefits may apply for such refund of required fees, pursuant to the rules and procedures established by the City Manager.

#### **17.2 Federal and State Assistance**

In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for any approved course, only the difference between such assistance and the education charges an employee actually incurs may be refunded under this plan.

#### **17.3 Failure to Complete Course or Termination of Employment**

If an employee receives an advance refund for books and/or tuition and required fees and should that employee then fail to complete the course(s) satisfactorily, or should he or she terminate employment with the City before completing the course(s), the employee shall be required to return to the City such refunded tuition and required fees.

### **ARTICLE XVIII**

#### **Miscellaneous**

#### **18.1 Clothing - Childcare Workers**

The City shall provide required clothing which identifies childcare workers as City employees, at no cost to the employee. Each worker will receive two t-shirts and two sweatshirts annually.

#### **18.2 Protective Clothing**

City employees shall be furnished the appropriate protective clothing for foul weather, for spraying weed spray, insecticide or substances, which have toxic effects on the skin, as determined by Management.

### **18.3 Safety Footwear/Specialty Work Glove Allowance**

The City shall conform with applicable safety regulations provided by State law to insure reasonable safe working conditions for all employees. The Union agrees to encourage employees covered by this contract to report promptly any unsafe working conditions and equipment, and to wear at the direction of their supervisor, any and all safety clothing and/or equipment that the City either provides to the employee or for which the City reimburses the employee after purchase.

Each maintenance employee or in any other position designated by management, who is required to wear safety footwear or specialty gloves, shall be reimbursed, upon purchase of such items, in an amount not to exceed \$200. Such reimbursement shall occur no more than once within any twelve consecutive month period. Eligible employees will receive reimbursement only after submittal of receipts or other appropriate verification of purchase. Safety footwear shall be defined as any supervisor approved footwear with a protective top. Employees must arrive to work in the safety footwear and continue to wear them throughout the day.

The City will provide, at its expense, regular work gloves to appropriate maintenance employees.

### **18.4 Assignment of Maintenance Employees to Work on Interchangeable Crews**

In the event that staffing requirements for a given job exceed the crew's capability, employees may be assigned to work in the other crew. Supervisors shall ask for volunteers to perform such work. In the absence of any volunteers, supervisors shall make appropriate assignments.

### **18.5 Contracting Out**

The City agrees to meet and confer prior to taking action on contracting out services in the event said contracting would result in a reduction in force or otherwise would affect existing wages or terms and conditions of employment of members of this unit.

### **18.6 Personnel Policies**

Procedures governing the rights and obligations of General Employees are found in the City of El Cerrito Personnel Rules and Regulations.

### **18.7 Administrative Procedures**

The City of El Cerrito administrative procedures manual addresses a variety of City-wide issues and advises employees how to proceed in these matters.

### **18.8 Transfer**

A transfer is a change from one position to another with approximately the same (equal or lower) maximum salary which involves the performance of similar duties and which requires substantially the same basic qualifications. The City Manager shall have the power to order a transfer. Seniority shall apply to transfers; that is, a mandatory transfer shall first affect the least senior employee in a classification and last affect the most senior. Employees may request transfers and the City will make transfers and assignments based on seniority and qualifications. Seniority will be given consideration in voluntary



transfers; however, the appointing authority shall have the latitude to appoint or reject, giving consideration to previous work performance.

#### **18.9 Meal Periods and Rest Periods**

Employees shall be assigned to a one-half hour or one hour unpaid meal period each day within a two-hour period at the midpoint of each shift, and a 15 minute paid rest period during the first half of the work shift. In the event an employee does not receive a meal period or rest period and has gotten permission from his or her supervisor to miss a meal period or rest period, the employee shall be compensated at the overtime rate for said meal period or rest period, or shall be permitted equivalent straight time off the same day.

#### **18.10 TB Tests and Flu Shots**

The City shall pay the cost of TB tests and flu shots for represented employees. The City shall provide Hepatitis (B) shots to all legally mandated represented employees. .

#### **18.11 Childcare Discount and Preferential Position on Waiting List**

The City will provide represented employees with resident rate discounts on childcare and other recreation programs. Represented employees will receive preferential positions on waiting lists.

#### **18.12 Adult Lap Swim Fee Waiver**

To encourage physical fitness among employees, all represented employees shall receive free entrance to adult lap swimming.

#### **18.13 Safety Committee Representation**

The Union will provide up to two representatives to the City-wide Safety Committee. The representatives will be selected by the Union and the City will be notified of the selections.

#### **18.14 Grooming**

It is the Union's and the City's desire that all employees of the City of El Cerrito present a professional image to the community they serve. In this regard, all items of personal clothing/hygiene shall be maintained to such reasonable standards as may be established by the appropriate supervisor. At a minimum, items of personal clothing shall be kept clean and free of rips, tears, holes or other conditions that would detract from presenting the required professional image.

#### **18.15 Nepotism**

The City of El Cerrito is committed to fostering a professional work environment. Employees shall not be allowed to work in a position that would result in an employee directly supervising an immediate family member.

#### **18.16 Promotions**

Promotions within the bargaining unit represented by SEIU Local 1021 shall be done in accordance with the City of El Cerrito's Personnel Rules and Regulation 7.2 Promotion.

**ARTICLE XIX**  
**Part-Time Employees**

**19.1 Definition - Permanent Part-Time**

Employees may work less than full-time but will receive benefits based on 75% of a full-time employee's benefits, except for medical and dental insurance, which the City shall provide the same as for full-time employees. Positions in these classifications shall be filled through a competitive selection process. Qualified candidates will be placed on an eligibility list for appointment to vacancies. Employees must complete a one-year probationary period. Previous time in service may be credited toward the probationary period with approval of the department manager and City Manager, and may count as service credit toward vacation leave accrual.

**19.2 Compensation**

Compensation for part-time employees is covered by Section 13.1 of this Memorandum.

**19.3 Merit Increases**

Part-time employees are eligible for merit increases annually (until they reach top step) if they obtain satisfactory performance evaluations from their supervisors, approval by the department manager and a recommendation for a salary increase.

**19.4 Retirement**

Employees covered by the Public Employees Retirement System (PERS) will contribute a total of 8.0%.

**19.5 Flexible Benefits**

Permanent part-time employees shall receive a contribution for flexible benefits as described in Article VII of this Memorandum. This includes medical coverage cost at the applicable rate and the cost of dental coverage.

Permanent part-time employees, who meet the eligibility requirements of the Affordable Care Act as defined by the City, shall receive a contribution for flexible benefits as described in Article VII of this Memorandum. This includes medical coverage cost at the applicable rate and the cost of dental coverage.

**19.6 Life Insurance**

The City will provide a term life insurance policy as described in Section 7.6 of this Memorandum.

**19.7 Sick Leave and Family Sick Leave**

Permanent part-time employees shall receive 6.5 hours sick leave per calendar month.

Employees may use one-half (1/2) of their annual accrual of sick leave per calendar year for "family sick" purposes as defined in Section 9.8.

### **19.8 Vacation Leave**

Part-time employees shall earn vacation leave at 75% of the rate listed in Article X of this Memorandum. These employees shall be credited with six (6) months of continuous service for every previous year of part-time year-round work with the city.

### **19.9 Overtime**

All part-time childcare workers are provided overtime in accordance with Section 14.8

### **19.10 Appeal Procedures – Part-time Employees**

Part-time employees who have continuous employment for a minimum of 12 months shall have the right to appeal disciplinary actions to the City Manager. The employee first must appeal to the appropriate supervisor through the chain of command in the department. If the matter is not resolved to the satisfaction of the employee, it may be appealed to the City Manager or a designee. Part-time employees with less than 12 months service are considered to have no appeal rights.

### **19.11 Miscellaneous**

Other provisions of this Memorandum will apply to part-time employees where practicable and within the limitations of City policies and regulations.

## **ARTICLE XX**

### **Termination of Employment/Layoff Procedures**

#### **20.1 Resignation**

An employee wishing to leave the service of the City in good standing by resignation shall file with the appointing authority a written resignation stating the effective date and reasons for leaving at least two weeks prior to leaving, unless such time limit is waived by the department manager. Failure to do so may be cause for denying future employment with the City.

#### **20.2 Resignation Reappointment**

A regular employee who has resigned from the City service in good standing may be considered, upon written request, for reappointment to a position in the same or similar class within one year of such resignation. Reappointment may be made without benefit of additional examination and may take precedence over eligible lists. Appointment otherwise shall be made in the manner as for original employment.

A reappointed employee shall be considered a new employee and shall have no vested interest in nor entitlement to any benefits accrued during any previous employment with the city, except those benefits expressly provided by the Public Employees Retirement System.

#### **20.3 Layoff**

Employees may be separated from employment for an indefinite period of time due to lack of work, lack of funds or abolition of position(s). Such action is designated as a layoff and shall entitle the laid off employee to be placed on a reemployment list for his or her position classification. Layoff shall be governed by seniority in classification; that is, an

employee being laid off shall be that employee with the lowest seniority in the classification involved. Re-employment from layoffs shall be in the reverse order from which the layoffs occurred.

Any position may be abolished by the City Council. Should such an abolished position be reinstated or any position involving substantially the same duties be created within two years, the laid-off employee shall be entitled to reemployment.

If there is a class of positions of a lower rank and in the same promotional line as the class of positions from which the layoff is made, the City Manager shall demote the employee scheduled for layoff to a position in such lower ranking class. The employee with the lowest seniority occupying such lower ranking class may in turn be laid off. Questions concerning the promotional line for a particular job class will be reviewed and a final decision made by the Human Resources Manager.

If two or more employees in the same classification from which layoff is to be made have the same seniority date, such employees may be laid off on the basis of the last performance evaluation rating in that class, providing that evaluation is no more than twelve (12) months old.

At the direction of the City Manager, an employee subject to layoff may be transferred to an existing vacant position within the City if that position is at substantially the same level as the position from which the employee is being laid off. The employee's salary would be adjusted to the new classification, and the salary step would be the same as in the former classification.

#### **20.4 Layoff - Exempt Personnel**

Exempt personnel who were promoted from a nonexempt classification shall have the right to revert to the nonexempt classification held prior to promotion.

#### **20.5 Layoff Procedure**

In the event of layoff, departmental seniority shall be first controlling, in inverse order.

Thereafter, an employee may revert to any position or classification previously held by utilization of City service seniority. There shall be no barrier to reverting to a position previously held in another department under this section of the provisions.

If an employee has held no previous position with the City, the employee shall utilize City service seniority and demote to any position or classification within the employee's department for which he or she is qualified. The final decision as to whether an employee is qualified will be made by the Human Resources Manager.

No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional, probationary, part-time or intermittent employees in that class have first been terminated.

Employees with permanent status and employees with probationary status who are laid off shall be placed on appropriate reemployment lists in the order of total cumulative time in City service. Such reemployment lists resultant from layoff shall take precedence over any other reemployment or reinstatement lists and shall be in effect for a period of two years from date of layoff.

#### **20.6 Layoff Notice**

Regular employees scheduled for layoff shall be notified in writing by the department manager with the approval of the City Manager at least thirty (30) days prior to the date of layoff.

#### **20.7 Layoff - Sick Leave Benefits**

In the event of a layoff, represented employees may elect to receive compensation for one-fourth of the accumulated sick leave on the books at the date of layoff, with a maximum payment equivalent to twenty-five days sick leave pay. Such payment shall result in a loss of all accumulated sick leave for employees reinstated after layoff.

#### **20.8 Layoff Reinstatement**

Regular employees who have been laid off shall be entitled to reinstatement to positions in the same classification when such positions are to be refilled during the period of their eligibility on the layoff list. Any employee so reinstated shall retain all benefits accrued in prior service with the City.

### **ARTICLE XXI** **Grievance Procedure**

#### **21.1 Definitions**

**A. Grievance:** A grievance may be filed regarding an alleged violation, misinterpretation or misapplication of a specific written provision of Title 3 (Personnel) of the El Cerrito Municipal Code, City personnel rules and regulations, or any written agreement or understanding between the city and an employee organization.

Complaints concerning disciplinary actions are processed through the disciplinary appeals procedures described in Chapter 13 of the City's Personnel Rules and Regulations. An employee may not utilize both the grievance and disciplinary appeals procedure for a single action or event. The appropriate procedure should be employed.

**B. Grievant:** A grievant is an employee or group of employees adversely affected by acts or omissions of the employer.

**Step 1 - Informal Discussion.** An employee who has a problem should try first to settle it through informal discussion with his or her immediate supervisor. The employee or employee's representative must bring the complaint to the supervisor within ten (10) business days of the occurrence, or such time as the employee could have reasonably been aware of the occurrence. Failure to bring the matter to the supervisor's attention within ten (10) business days will be deemed a waiver by the employee of his or her right to submit a grievance.

The supervisor must respond to the employee (or representative) within ten (10) business days from the date the complaint was submitted.

If an action of the immediate supervisor is being grieved and it is inappropriate for that supervisor to hear the grievance, it may be brought to the appropriate supervisor at the next level.

**Step 2 - Department Head Review.** Within ten (10) business days or thirty (30) calendar days after the employee(s) could have reasonably been aware of the occurrence, whichever occurs earlier, the employee(s) or the Union may submit a written grievance to the department head. If the grievance is not filed within the time frames above the grievance shall be considered invalid. The written grievance will contain the following:

- a. Name of the employee(s) impacted
- b. A clear statement of the nature of the grievance
- c. The specific MOU Section, written agreement between the City and SEIU, City Personnel Rule or Regulation or Title 3 of the City Municipal Code allegedly violated, misinterpreted or misapplied.
- d. The specific act or omission which gave rise to this alleged violation, misinterpretation or misapplication.
- e. The date or dates on which the violation, misinterpretation or misapplication occurred.
- f. What documents, witnesses or other evidence support the employee's position.
- g. The date the informal discussion was held on. Who submitted the response and the date of the response (if any).
- h. The remedy requested.
- i. The signature of the employee(s) or Union representative, if the Union is filing the grievance.

A copy of the grievance will be filed with the personnel officer. The department head may confer with the employee and must respond in writing to the employee within fifteen (15) calendar days of receipt of the grievance, unless the employee filing the grievance agrees to extend this response period.

If the employee(s) or the Union does not receive a response to the grievance in the stipulate time frame, the employee(s) or Union has the right to advance the grievance to Human Resource Manager or his/her designee.

**Step 3 - Human Resource Manager Review.** If the grievance is not resolved to the satisfaction of the employee the grievance and the department head's response to the grievance shall be submitted by the employee to the Human Resource Manager for review within ten (10) business days.

The Human Resources Manager or his/her designee may meet with any or all of the parties involved in the grievance and request any additional information or documentation required to render a fair and impartial decision. The Human Resources Manager's decision shall be communicated to the grievant and the department head within fifteen (15)business days of meeting with the employee(s)/Union or the receipt of the grievance and the department head's response.

**Step 4 - Acceptance of Human Resources Manager Decision or Appeal to Civil Service Commission.** The grievant may accept the Human Resources Manager's decision or appeal it through the personnel officer to the Civil Service Commission within ten (10) business days of its issuance.

**Step 5 - Civil Service Commission Hearing.** In hearing a grievance, the Civil Service Commission will receive and investigate the evidence and will make written findings and a written decision. Hearings of the commission will be informal in nature and, so long as due process is observed, the judicial rules of evidence need not be applied. The Civil Service Commission may be advised by the city attorney or other counsel provided by the city. The chairman of the commission will have full authority at all times to maintain orderly procedure. Civil Service Commission hearings will be public unless appellant is otherwise entitled under law to a private hearing and makes a written request for a private hearing.

**Step 6 - City Council Decision.** The City Council will review the findings and decision of the Civil Service Commission within thirty (30) calendar days of issuance. The City Council will make the final decision regarding the grievance. The decision of the City Council will be final and binding on all parties. The City Council need not hear additional evidence. If, however, the City Council decides to reject or modify the decision of the Civil Service Commission, it will review the entire record of testimony and related evidence. The City Council also may seek whatever additional information it may need to reach a fair decision.

## **21.2 General Provisions**

- a. Time limits may be extended by mutual consent. The party initially requesting an extension must confirm the extension in writing.

b. An aggrieved employee may be represented by any person or organization of his choice at any stage of these proceedings. This representative is entitled to be present at all meetings and hearings at which the employee is entitled to be present.

c. Failure on the part of the city or grievant to appear in any case before the Civil Service Commission, without good cause, will result in forfeiture of the case and responsibility for payment of all direct costs incurred in providing for the hearing.

d. Notice of time and place set for hearing(s) will be mailed or otherwise promptly furnished to the appellant and his or her designated representative. Such notice shall be addressed to the appellant at his or her last known post office address and sent by registered mail at least five (5) calendar days prior to the hearing.

**ARTICLE XXII**  
**Disciplinary Guidelines and Appeal Procedure**

The City's "Disciplinary Guidelines and Appeal Procedure," as contained in Chapter 13 of the "Personnel Rules and Regulations," is incorporated by reference to be a part of this Agreement.

Appeal procedures for part-time employees are specified in Section 19.10.

**ARTICLE XXIII**  
**Separability**

**23.1 Separability**

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.



**Approved and Accepted**

**For the City of El Cerrito**

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Date:

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**For SEIU Local 1021**

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Date:

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