

Comprehensive Memorandum of Agreement between the  
City of Port Hueneme and SEIU, Local 721



Contract Period  
July 1, 2015 – June 30, 2017

Approved by City Council  
January 19, 2016

**COMPREHENSIVE MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE CITY OF PORT HUENEME**

**AND**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

**ARTICLE 1. IMPLEMENTATION**

This Memorandum of Agreement constitutes a mutual recommendation by the authorized representatives of the City of Port Hueneme (City) and the authorized representatives of the General Employee Unit (Employees), Service Employees International Union, Local 721, to be submitted to the City Council of the City of Port Hueneme. All references herein to "Union" refer to Service Employees International Union, Local 721, the exclusive representative of the General Unit. The recommendations contained herein shall be binding on the City and the Employees only if said City Council approves this Memorandum of Agreement. Approval by said City Council shall consist of the following: (a) a motion or resolution of said City Council approving this Memorandum of Agreement which receives at least three (3) "yes" votes; (b) enactment of necessary amendments to City ordinances, resolutions, or policies to implement the full provisions of this Memorandum of Agreement; and (c) action by said City Council to appropriate the necessary funds required to implement fully the provisions of this Memorandum of Agreement which require funding.

SEIU Local 721 reserves the right to reopen negotiations during the second year of this Memorandum of Agreement (July 1, 2015-June 30, 2017) for wages and health benefits only. This reopener will be triggered by additional savings from represented SEIU Local 721 unit during the term of this MOA.

**ARTICLE 2. COMPOSITION OF BARGAINING UNIT**

The General Employee Unit includes the following positions:

- Administrative Specialist I
- Administrative Specialist II
- Administrative Specialist III
- Clerical Aide
- Code Compliance Officer
- Community Development Assistant
- Community Development Specialist
- Community Development Technician
- Construction Inspector I/II
- Electrical Instrumentation Technician

Electrical Mechanical Technician  
Engineering Aide  
Engineering Assistant  
Engineering Associate  
Facilities Maintenance Technician  
Facilities Maintenance Worker I  
Facilities Maintenance Worker II  
Facilities Maintenance Worker, Lead  
Fiscal Aide  
Fiscal Assistant  
Housing Customer Service Assistant-HCV  
Housing and Facilities Assistant  
Housing Specialist-HCV  
Laborer  
Landscape Maintenance Worker I  
Landscape Maintenance Worker II  
Landscape Maintenance Worker, Lead  
Maintenance Worker I  
Mechanic I  
Mechanic II  
Property Manager-Public Housing, Lead  
Recreation and Community Services Specialist  
Solid Waste Equipment Operator I  
Solid Waste Equipment Operator II  
Solid Waste Equipment Operator, Lead  
Solid Waste Operations Coordinator  
Streets Maintenance Worker I  
Streets Maintenance Worker II  
Streets Maintenance Worker, Lead  
Wastewater Maintenance Worker I  
Wastewater Maintenance Worker II  
Wastewater Maintenance Worker, Lead  
Water Resource Inspector I/II  
Water Utility Operator I  
Water Utility Operator II  
Water Utility Operator, Lead

**ARTICLE 3. TERM**

This Memorandum of Agreement shall be binding from July 1, 2015, until 12:00 midnight, June 30, 2017, at which time it shall expire and be fully terminated. However, the personnel policies, procedures and practices shall continue beyond the term of this agreement unless modified in accordance with California or Federal law. During the term of this Memorandum of Agreement, there shall be no strikes, work slowdowns, or other Employee disturbances.

## **ARTICLE 4. SALARIES**

Individual salary and salary ranges for all employees of the General Unit shall remain the same. It is agreed that for the period of July 1, 2015 through June 30, 2017 employees will not receive any cost of living increase. Section 1.

Merit increases shall be continued to be processed per Article 10 of the personnel regulations.

### Section 2.

As of October 1, 2009 only new hires were paying the "employee's" Social Security and Medicare.

Beginning with the first full pay period after ratification of this Memorandum of Agreement by the City Council, all employees of the General Unit, shall be required to pay 50% of the employee's portion of Social Security and Medicare taxes. All employees of the General Unit shall be required to pay 100% of the employee's portion of Social Security and Medicare taxes beginning with the last full pay period in June 2016.

### Section 3.

#### **Market Based Adjustments**

The City has conducted a total compensation market-based average (MBA) study, which included all cities in the County of Ventura (when applicable). The results of that survey shall be used to determine market-based salary adjustments as follows:

- a. If the total compensation study results revealed that a classification is two percent (2%) or higher than the market average, then that classification shall not be eligible for any market based adjustment.
- b. Effective January 1, 2015, if the total compensation study results revealed that a classification is less than two percent (2%) above the market average, then that classification shall be eligible to receive a salary adjustment to bring the classification to a level equivalent to two percent (2%) above the market average.

## **ARTICLE 5. HEALTH BENEFITS**

SEIU employees will participate in a flexible benefits program which includes medical insurance, dental insurance, vision insurance and flexible spending accounts (FSAs). Each of these components is outlined below.

## Medical Insurance

SEIU employees will be covered by the Public Employees' Medical and Hospital Care Act (PEMHCA) and will be eligible to participate in the California Public Employees' Retirement System (CalPERS) Health Program. The City will pay on behalf of all SEIU employees and their eligible dependents the minimum amount per month required under Government Code Section 22892 of the PEMHCA for medical insurance through the California Public Employees' Retirement System (CalPERS). If electing to enroll for medical benefits, the employee must select one medical plan from the variety of medical plans offered.

Effective January 1, 2015, the City will contribute the following monthly amounts (called "Benefits Credits") on behalf of each active SEIU employee and eligible dependents toward the payment of 1) medical premiums under the CalPERS Health Program and dental and/or vision coverage, or 2) contributions in the name of the employee to the City's flexible spending account(s) or for "employee only" coverage in subsection (a), any unused amount may be received as taxable compensation.

(a) For current employees with "employee only" medical coverage, the City shall contribute eight hundred twenty-seven dollars (\$827) per month that shall include the mandatory payments to CalPERS. For employees hired after October 1, 2014 with "employee only" medical coverage, the City shall contribute five hundred dollars (\$500) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

(b) For current employees with "employee plus one dependent" medical coverage, the City shall contribute one thousand nine dollars (\$1,009) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference. For employees hired after October 1, 2014 with "employee plus one dependent" medical coverage, the City shall contribute seven hundred sixty-five dollars (\$765) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

(c) For current employees with "employee plus two or more dependents" medical coverage, the City shall contribute one thousand three hundred eighteen dollars (\$1,318) per month that shall include the mandatory payments to CalPERS. For employees hired after October 1, 2014 with "employee plus two or more dependents" medical coverage, the City shall contribute one thousand dollars (\$1,000) per month that shall include the mandatory payments to CalPERS. If the actual total premiums exceed the City's total contributions, the employee will pay the difference.

## Dental Insurance

SEIU employees will be eligible to enroll in a City-sponsored dental insurance plan. Employees may elect to purchase dental insurance or to opt out of the dental insurance program. If the decision is made to purchase dental insurance, an SEIU employee may purchase dental insurance at any level of coverage (employee only, employee plus one dependent, employee plus two or more dependents).

### Vision Insurance

SEIU employees will be eligible to enroll in a City-sponsored vision insurance plan. Employees may elect to purchase vision insurance or to opt out of the vision insurance program. If the decision is made to purchase vision insurance, an SEIU employee may purchase vision insurance at any level of coverage (employee only, employee plus one dependent, employee plus two or more dependents).

### Opt Out Provision

SEIU employees who do not wish to participate in the CalPERS Health Program will have the choice of opting out of the City's medical insurance program, provided they can show coverage under another insurance program. An identification card with the employee's name and a Summary of Health Benefits is an example of how an employee can show this qualification. Employees may still elect to participate in the dental or vision option under the "Cafeteria Allowance" option.

Any outside plan must meet the Essential Health benefits package described in Section 1302 of the Affordable Care Act which includes: (A) Ambulatory patient services; (B) Emergency services; (C) Hospitalization; (D) Maternity and newborn care; (E) Mental health and substance use disorder services, including behavioral health treatment; (F) Prescription drugs; (G) Rehabilitative and habilitative services and devices; (H) Laboratory services; (I) Preventative and wellness services and chronic disease management; (J) Pediatric services, including oral and vision care. A policy determined to be used as a "Catastrophic" policy, does not meet this criteria.

Effective January 1, 2015, employees who opt out of the CalPERS Health Program will be given a City contribution amount (Cafeteria Allowance) of seven hundred eight dollars (\$708) per month and five hundred dollars (\$500) for employees hired after July 1, 2014. These amounts may be applied toward the cost of any dental and/or vision coverage and or Flexible Spending Account (FSA). Any unused amount will be paid to the employee as taxable compensation.

### Employee Insurance Trust

The City agrees to contribute one thousand dollars (\$1,000) per year to that employee insurance trust fund established December 23, 2002. The trust, on a first-needed, first-served basis can be used to pay up to one hundred sixteen dollars (\$116) of the monthly health insurance premium requirements for any General Unit employee who is receiving short and/or long term disability payments.

## **ARTICLE 6. OVERTIME AND COMPENSATORY TIME**

Purpose: To provide the basis for both calculation and payment of overtime in a manner that meets the requirements of the Fair Labor Standards Act (FLSA). No provision of this Article should be construed as guaranteed hours of work per day/week/bi-week or days of work per week/bi-week.

## Section 1.

Overtime work may sometimes be necessary to meet emergency situations, seasonal, or peak workload requirements. No employee shall work overtime unless authorized by his/her department head.

### Definitions:

- A. "Overtime" is defined as time worked by an employee in excess of forty (40) hours in a seven (7) day (one hundred sixty-eight (168) hours) Designated Work Period. Management reserves the right under FLSA to designate the Work Period for each employee.
- B. An alternate work schedule is identified in Article 11.2 of the Personnel Handbook.
- C. "Overtime" is defined as time worked by an employee in excess of normal scheduled hours in a work week.

Time worked shall not include paid compensatory time off and annual leave.

Regular full-time employees who are not considered "exempt" employees under the provision of the FLSA shall be paid in cash at a rate of one and one-half (1.5) times their regular rate of pay as approved on the Classification List for all hours worked in excess of forty (40) hours during their Designated Work Period.

The regular rate of pay for "FLSA Overtime" shall include wages, standby pay, retroactive regular pay, bilingual pay, longevity pay, out of classification pay, special assignment pay, and other compensation as determined by the FLSA.

## Section 2.

An employee eligible for paid overtime under the provisions of this Section may request, subject to management approval, the accumulation of compensatory time off in lieu of paid overtime, at the rate of one and one half (1.5) hours of compensatory time off for each hour worked in excess of forty (40) hours during the Designated Work Period. The maximum number of accumulated hours of compensatory time shall not exceed 80 hours (Approximately 53.50 regular hours x 1.5 = 80.25) per fiscal year.

- A. A Unit employee's use of accumulated compensatory time off shall be subject to approval and scheduling by the employee's direct supervisor.

A Unit employee's request off for the use of three (3) consecutive or more days of accumulated compensatory time shall be subject to at least fourteen (14) days notice. This notice may be waived by the employee's direct supervisor.

- B. Any remaining balances will be paid out in cash to the employee during the last payday of June. Any employee who terminates or is terminated shall be paid his/her hourly rate of pay/salary for each hour of accrued compensatory time off at the time of separation.

#### **ARTICLE 7. INSURANCE**

The City agrees to pay the PERS mandated amount of the premium for employee health coverage, as well as the entire premium for long-term disability and life insurance currently covering each employee through the term of this Agreement. It is further agreed that the definition of gross wages for long term disability includes base salary plus the employee's portion of City paid PERS, Social Security, and City paid Cafeteria Plan.

The City currently calculates and makes deductions for medical insurance coverage during each of the twenty-four (24) yearly pay periods. The City may, at any time, modify that practice and begin calculating and making deductions for medical insurance coverage based on twenty-six (26) pay periods per year after noticing and discussion with the Union.

#### **ARTICLE 8. SAFETY SHOES**

The City and the Employees agree that safety shoes are mandatory for all General Unit Public Works field employees. Failure to wear safety shoes in accordance with this mandate shall be grounds for discipline. The City agrees to allow each General Unit field employee, who obtains prior approval from the City, to charge on account or submit a receipt for reimbursement not to exceed Two Hundred Dollars (\$200) in any one-year for the purposes of purchasing new safety shoes and/or having safety shoes resoled. This benefit will be available each July, commencing July 1, 2008.

Should an employee require an additional pair of safety shoes and/or resoles due to excessive wear and tear, the employee may make an additional request that must be approved by the supervisor. The wear and tear must be due to work related duties above what is normally expected. For replacement of safety shoes, the old pair must be turned-in to the City.

#### **ARTICLE 9. STANDBY PAY**

Employees assigned to standby duty by their Director shall be compensated and governed by the following:

- A. Standby duty requires that employees so assigned:

1. Be ready and respond within a 45-minute response time from the individual's residence to their primary worksite and remain within this specified distance or time from their workstations.
  2. Be readily reachable by a City provided cell-phone, paging device, or by home phone.
  3. Refrain from activities, which might impair their ability to perform their assigned duties.
- B. It is agreed that standby pay will be twenty-two dollars and eight cents (\$22.08).

The City also agrees that standby pay is adjusted upward automatically by the percentage of any future negotiated salary increase. The calculated dollar amount of automatic increases will be treated as part of the affected year's negotiated total package.

**ARTICLE 10.            CONTRACT BASE, YEAR BEGINNING JULY 1, 2015**

It is agreed that the dollar base on which the package is to be computed for the contract year beginning July 1, 2015, will be the sum of the total estimated dollar cost for each item listed below as budgeted to be paid to unit:

- a. Annualized base salaries for the unit at July 1, 2015.
- b. Annualized dollar cost for standby pay.
- c. Actual dollar cost for Experience Differential pay.
- d. Annualized dollar cost for Cafeteria Plan.
- e. Cost for "employee" PERS contribution paid by City based on salaries computed in Article 10(a).
- f. Cost of additional PERS contribution associated with 2.7% @ 55 option, based on salaries computed in Article 10(a).
- willg. Cost of Short/Long Term Disability and Life Insurance premiums based on salaries computed in Article 10(a).
- h. \$1,000 payment into Employee Trust.

**ARTICLE 11. PROVISION OF LAW**

This Memorandum of Agreement is subject to all current and future applicable federal and state laws and regulations. If any plan or provision of this Memorandum of Agreement is in conflict or inconsistent with such applicable laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part or provision shall be suspended by such applicable law or regulation and the remainder of the Memorandum of Agreement shall not be affected thereby.

**ARTICLE 12. WORK OUTSIDE OF CLASSIFICATION**

An employee who is working out of classification shall be paid in conformance with the higher salary range for all hours he was actually employed in the higher paying category. Working out of classification is defined to be those periods in excess of three days (27 hours) when one employee completely and totally assumes all duties and responsibilities of some other employee whose job falls within a higher salary range and whose job is significantly different in nature, scope and responsibility.

**ARTICLE 13. PROBATIONARY WORK TEST PERIOD**

All appointments to permanent positions shall be subject to a probationary work test period of twelve months.

An employee shall be retained beyond the end of the probationary work test period unless the department director affirms in writing to the employee, prior to the end of the probationary period, that the services of the employee have not been satisfactory.

Employees will not be subject to any extensions beyond the twelve month period, unless approved by the City Manager, and in cases only due to approved absences of 10 consecutive days or more. In such case, the probationary work period will be extended by the aggregate of the absence(s). The City Manager maintains the right to terminate a newly-hired probationary employee's status at any time during the initial probationary period with or without cause.

**ARTICLE 14. EXPERIENCE DIFFERENTIAL/LONGEVITY**

The City agrees to maintain its current policy as set forth in Article 26.13 of the Personnel Handbook.

The City shall provide experience/longevity differential payments for eligible regular full-time employees hired prior to November 1, 2014. Employees who have been employed with the City for ten (10) years of service are eligible for a 2% (percent) of the annual base wage paid to the employee. Employees who have been employed with the City

for fifteen (15) years or more on December 1 of each year are eligible for a 3.5% (percent) of the annual base wage paid to the employee.

Employees who have not received at least a satisfactory or better performance evaluation within the last year (December to December) shall not be eligible for the experience differential.

Payment to eligible employees will be made in a one payment between December 1 and December 15 each year or at the employee's option, commencing January 1, 2015, the City will make payments for all eligible employees in 2015 on a biweekly basis (such designation must be made prior to December 15 of the previous year).

**ARTICLE 15.        HOLIDAYS**

Section 1.

The holidays for regular full-time employees of the City shall be those days as set forth herein:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Cesar Chavez Birthday	March 31 <sup>st</sup>
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Afternoon of Christmas Eve	December 24 <sup>th</sup> (four hours)
Christmas Day	December 25

Floating Holiday: Each regular and probationary general unit employee shall accrue sixteen (16) hours as Floating Holidays on July 1 of each year, which must be used during the fiscal year in which it is accrued or it shall be forfeited. Floating Holidays cannot be converted to payment.

## Section 2.

Should a holiday fall on Sunday, the following Monday will be observed as the holiday. Should a holiday fall on a Saturday, the Friday preceding will be observed as the holiday. For those employees whose days off are not on Saturday or Sunday, should the holiday fall on a day off, either the day after or the preceding day shall be taken as a holiday.

## Section 3.

Effective July 1, 2008, for each holiday, with the exception of the Afternoon of Christmas Eve and the Floating Holiday, regular and probationary employees will be paid up to the normal hours worked up to the maximum of nine (9) hours at the regular rate of pay.

(a) The City agrees that holidays for Solid Waste Equipment Operators working the 4/10 work schedule will be counted as 10-hour days. For these employees, if his/her flex day falls on a holiday, the employee will be granted 10 hours of annual leave into his/her leave bank in lieu of the flex day.

(b) To be eligible for this pay, an employee must either be at work or on a paid leave of absence on the regularly scheduled workdays immediately preceding and following the observed holiday.

## Section 4.

Any regular and probationary employee who is required to work on any holiday recognized by the City shall be paid for the holiday pursuant to Section 3(a) in addition to one and one-half times the regular rate of pay for the hours worked on the holiday.

## **ARTICLE 16.            RETIREMENT BENEFIT OPTION**

The Union and the City agree to meet during the contract period to evaluate the removal of the first two paragraphs of this Article. The City of Port Hueneme has been audited and noticed by PERS that the program described in these paragraphs is contrary to California Public Employees' Retirement Law.

Upon the City resolving the current issue regarding enhanced salaries with PERS, the City agrees to consider amending the City's PERS contract to take advantage of Government Code Section 20615.5 whereby the City would discontinue paying the employee's contributions to PERS during the final compensation period. The eligible member's pay rate would be increased by that same amount, and the PERS contribution would be withheld from the employee's adjusted gross pay during that period.

It is agreed that Section 22.4.1 of the City Administrative Policy Manual will be eliminated effective July 22, 1992. The City agrees to allow each employee a one-time option on July 22, 1992 to have the dollar amount of the "Cafeteria Plan" and the employee's share of City-paid Social Security added permanently to gross wages. It is understood that the City would then withhold from the employee's adjusted gross pay his/her share of Social Security taxes and any health insurance premiums for the employee and the employee's dependents.

The City agrees to continue the contract with the California Public Employees' Retirement System (PERS) to provide the 2.7% @ 55 Modified formula option for general unit employees that became effective July 20, 2006.

For "classic" employees hired prior to July 1, 2014, the City agrees to pay the Employee's portion of the contribution to PERS, which is eight percent (8%) of all base pay above \$133.33 per month, in accordance with Section 20691 and Section 20053 of the Government Code.

AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA). AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2014-2015 MOU. Any provision in the 2013-2015 MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2014-2015 MOU or any MOU, Agreement, Rule or Regulation predating the 2014-2015 MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30) In addition, "new members" shall also pay the Government Code § 20516 "cost sharing" described in Article 13 A(4) and 13(B)(5) above.

Unit members who are "new members" and miscellaneous employees on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

## **ARTICLE 17.            LAY-OFF, REDUCTION IN FORCE**

The City agrees not to reduce the current Solid Waste employee work force during the term of this contract unless the City determines it is in the City's best interest to contract for all Solid Waste services during the term, or any part thereof, of this contract. If the determination is made to contract for all Solid Waste services, the City agrees to meet with the authorized representatives of the Union to discuss that decision.

Any employee that is scheduled to be laid off because of the City's contracting for all Solid Waste services will first be given an opportunity to apply for any open position in the City for which he/she is qualified. If there are no positions available with the City, the City will negotiate with the refuse contractor to employ the City refuse employee at the Contractor's equivalent salary and benefit level.

It is understood and mutually agreed that the City retains the sole and exclusive right to determine the merits, necessity, and level of any activity or service. When exercise of the City's rights results in a reduction in force, the following procedures shall be observed:

### **Section 1.    Layoff/Bumping**

Insofar as reasonably possible, a reduction in force shall be accomplished by attrition within each position classification affected. When attrition will not produce the necessary reduction in force, the following procedures shall be followed:

- a) Temporary, seasonal, part-time and probationary employees shall be separated from services within each classification affected;
- b) For regular employees, the order of layoff within each classification shall be based on seniority, defined as the employee's total continuous City service as a regular employee, except for the last five (5) least senior employees within each classification. Layoff of those five (5) employees within each classification shall be determined after considering factors such as individual employee performance (including disciplinary actions) and class specific qualifications; and
- c) A regular employee who is subject to layoff pursuant to the procedures outlined in b above may displace another employee in a lower classification previously held by him/her if the employee has greater seniority than the displaced employee and if the employee (as outlined in the criteria listed in b above) is equal to or greater than the displaced employee. In the same manner, the displaced employee may likewise displace another employee and so on.

Because individual employee performance is a component of the factors to be considered in determining order of layoff, an employee may file a grievance

related to his/her performance evaluation report in compliance with the Grievance Procedure as outlined in the City's Personnel Handbook.

**Section 2. Recall/Reinstatement**

As vacancies occur in each job classification, each employee displaced or laid off in that classification shall for a period of one year from the date originally displaced or laid off be offered, in the reverse order displaced or laid off, a one-time opportunity to return to work in his/her former classification. If a reinstatement offer is refused, the City is not obligated to make a second offer to that individual. A non-response within 14 business days shall be deemed a refusal.

Each employee who is reinstated to his/her former position shall regain the same step as occupied prior to lay off.

Each laid off employee who is reinstated within one year shall have his/her salary anniversary date reestablished as if the time off the job were an authorized leave of absence without pay. The same procedure shall be used to reestablish the employee's continuous service date. No probation period shall be required for laid off regular employees who are reinstated, except for probationary employees who did not complete the probationary period prior to the lay off. In this case, the probationary period will be extended taking into account the prior completed service.

The City will provide former employees notice of all recruitments within the City (via U.S. mail to the last known address) for a period of one year after lay off.

**ARTICLE 18. BEREAVEMENT LEAVE**

The City agrees to maintain its current policy on bereavement leave as set forth in Article 29, Section 29.0 of the Personnel Handbook.

**ARTICLE 19. MATERNITY LEAVE**

The City agrees to maintain its current policy on maternity leave as set forth in Article 32, Section 32.4 of the Personnel Handbook.

**ARTICLE 20. INDUSTRIAL ACCIDENT LEAVE**

For the purpose of Industrial Accident Leave this article supersedes all prior language including Article 30 of the Personnel Handbook.

## Section 1.

Any employee who suffers an industrial accident or illness shall report it immediately to his/her supervisor. The employee shall then report to the Personnel Officer to obtain a medical service certificate and provide the necessary information to be filed with the Worker's Compensation insurance carrier. If the injury requires immediate attention, and the employee is unable to report the injury him/herself, the employee's supervisor shall contact the Personnel Officer to provide the required information. If the injury occurs other than the normal working hours, the incident must be reported the morning of the next working day.

## Section 2.

In the event that a regular or probationary employee sustains a work-related injury or illness on-the-job and such injury or illness is recognized as qualifying for coverage by the self-insurance administrators, the employee shall be eligible to receive full base salary continuation for the initial period up to one hundred eighty (180) calendar days or until the employee returns to work, whichever is earlier. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental life and LTD insurances). This provision shall apply only up through the one hundred eighty (180) calendar days of absence from work for each separate injury or illness, including aggravations thereof.

During this initial one hundred eighty (180) day period, annual leave and earned compensatory time off and other leaves shall not be deducted from the absent employee's accruals. Annual leave accruals shall continue to accrue during this time. In order for the employee to receive the above pay and benefit continuation, he or she must remit all Workers' Compensation temporary disability checks to the City of Port Hueneme. The employee's performance evaluation date will be rescheduled the amount of days that the employee was absent. There shall be no merit salary increases during this period of absence.

At the end of the aforementioned one hundred eighty (180) day period, and provided that it is available, annual leave and compensatory time off shall be used to augment Workers' Compensation benefits so that the employee may receive up to full base salary during the disability. Accrued leave designated by the employee on a regular timesheet shall be charged at a rate proportionate to the percentage of said employee's base salary not covered by Workers' Compensation. As long as an employee is utilizing annual leave to ensure full base salary, his/her City paid benefit contributions (as provided for herein) shall be continued. At no time shall an employee receive in excess of his or her regular salary and benefits. Furthermore, employees shall not receive merit salary increases nor accrue additional annual leave, floating holidays, or any other leaves after the initial one hundred eighty (180) calendar day period until he or she returns to regular duty.

Upon depletion of accumulated annual leave, the City shall discontinue all non-health City paid benefits and supplement to Workers' Compensation payments. At this time,

the employee is subject to Long Term Disability insurance benefits (claims shall be submitted to the carrier in accordance with said policy).

With regards to the payment of health insurance benefits after depletion of annual leave, the City and employee will continue to contribute the amounts enumerated by MOU towards the available plans. Said contribution shall continue until the earlier of: 1) the date that the employee returns to regular work; 2) the date that the employee is declared permanent and stationary; 3) the date that employee retires; 4) 365 calendar days from the date of the original injury (intermittent periods of disability from work relating to aggravations of the same injury or illness shall be cumulative for the purposes of calculating this 365 day period).

Subject employees may maintain dental and vision insurance at their own cost in accordance with Federal or State Law (COBRA continuation coverage). The subject employee is responsible for coordinating said coverage with the Human Resources Department.

### Section 3.

In the event that an employee who has returned to work from industrial accident leave is subsequently absent from work as a result of the same injury or disease, the absence shall be considered to be a part of the original industrial accident leave as determined by the medical provider.

### Section 4.

The employee shall be responsible for payment of payroll deductions previously authorized, including deductions related to insurance costs.

## **ARTICLE 21.        LEAVE WITH PAY FOR ELECTED REPRESENTATIVES**

If the employees' elected representative is elected to the SEIU Executive Board, the City agrees to allow up to two (2) hours per month of leave with pay to attend the SEIU Executive Board meetings.

## **ARTICLE 22.        ANNUAL LEAVE**

Regular, full-time General Unit employees shall accrue annual leave with pay to be used as leave for vacation, illnesses, and other personal purposes. General Unit employees may accrue such paid leave as provided by this Article to be used in the future or may convert annual leave to salary compensation under the conditions contained in this Article.

Section 1. Accumulation Rates

- a) General Unit employees with less than five (5) years of service shall earn annual leave at the rate of 172 hours per year;
- b) General Unit employees with five (5) years of service shall earn annual leave at the rate of 204 hours per year;
- c) General Unit employees with six (6) years of service shall earn annual leave at the rate of 212 hours per year;
- d) General Unit employees with seven (7) years of service shall earn annual leave at the rate of 220 hours per year;
- e) General Unit employees with eight (8) years of service shall earn annual leave at the rate of 228 hours per year;
- f) General Unit employees with nine (9) years of service shall earn annual leave at the rate of 236 hours per year; and
- g) General Unit employees with ten (10) years of service shall earn annual leave at the rate of 244 hours per year.
- h) General Unit employees with eleven (11) years of service shall earn annual leave at the rate of 252 hours per year.

Section 2. Maximum Accumulation

The maximum accumulation of annual leave shall be 600 hours. If an employee has accumulated the maximum number of hours, accumulation of annual leave will be discontinued. Accumulation shall resume on the first day of the pay period following a reduction in accumulations below the maximum allowed.

Section 3. Conversion to Salary

General Unit employees may convert a maximum of 120 hours, of annual leave to salary compensation per year. Such conversions shall be allowed at the first pay period in July and at the first pay period in December of each year. In order to be eligible to convert annual leave to salary, the employee must: (a) convert a minimum of sixteen (16) hours to pay, and (b) upon making the conversion to pay, the employee must be left with a minimum of 160 hours of annual leave.

**Section 4. Notification and Approval**

Annual leave shall be scheduled in advance by the employee whenever possible, subject to the approval of the department director. It is the responsibility of the employee to provide the supervisor or department director with reasonable notice of an absence. The department director shall have the authority to approve or deny the use of annual leave for any period of absence. The scheduling of the use of annual leave shall be by the department director with due regard to the wishes of the employee and particular regard for the needs of the City. Employees who are off for extended periods due to illness or injury may be required to provide a physician's statement authorizing their return to work.

**Section 5. Separation from Employment**

General Unit employees who separate their employment from the City shall have all annual leave accumulations converted to salary compensation at the employee's current rate. Compensation shall be paid in one lump sum. Annual leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of annual leave shall be suspended. The only exception to this provision is that with the approval of the employee's supervisor, the employee may be granted short-term leaves (one to three days) to attend to personal business. However, such short-term leaves may not be conducted consecutively and with a frequency to create in effect, a long-term leave.

**ARTICLE 23. CAREER DEVELOPMENT**

The City acknowledges the importance of continuing education for employees and agrees to maintain its career development guidance by meeting with interested employees regarding advancing their education through the Tuition Reimbursement Benefit.

**ARTICLE 24. AUTOMOBILE POLICY**

All standby vehicles will be available at one of the City facilities for the use of the employee designated as primary standby by the department director. City vehicles will not be provided for employees to take home. It is the responsibility of the employee on standby to ensure that the vehicle is properly equipped and secured after each regular shift for use during a callout. Any employee, who is required to use their personal vehicle for City business and to report to the City facility to pick up the standby vehicle, shall be reimbursed at a rate equivalent to the standard mileage rate established by the Internal Revenue Service (IRS) which may be subject to federal and state taxes. A mileage report must be submitted with the timesheet for which the standby was worked, otherwise the mileage reimbursement will not be paid.

**ARTICLE 25. EYEGLASSES**

The City agrees to amend its replacement policy for eyeglasses as follows: The City will pay a maximum of \$150 toward replacement of like style eyeglasses broken or damaged while performing job duties. If replacement is eligible for insurance reimbursement then employee will only be reimbursed by the City for his actual out of pocket expenses up to the \$150 maximum. Eyeglasses lost while not being worn are not covered by this policy.

**ARTICLE 26. CLOTHING/PERSONAL ITEMS REPLACEMENT POLICY**

The City agrees to maintain the following policy:

**CLOTHING/PERSONAL ITEMS REPLACEMENT POLICY**

**ISSUE ITEMS**

Each field employee shall be issued the following gear:

- Uniforms (11)
- Rain Gear
- Boots
- Pants
- Coats
- Hats
- Gloves

Uniforms are replaced when torn or damaged beyond repair. They are replaced as needed due to ordinary use, normally about every 24 months.

All items must be turned in at the warehouse when replacement is necessary. If items cannot be turned in for replacement due to extenuating circumstances, approval of the supervisor will be required prior to replacement without charge.

**PERSONAL ITEMS**

Employees should refrain from wearing or using personal items of significant value insofar as possible. If personal clothing or items are damaged on the job, the employee should report the matter to his or her supervisor immediately. Those items most frequently worn on the job and most subject to damage are:

**JEWELRY** - The only jewelry authorized for replacement will be watches and wedding rings with a \$50 maximum reimbursement.

**JACKETS** - Maximum replacement value \$30.

**SHOES** - Maximum replacement value \$25.

These and all other items will be evaluated according to value, age, and condition. The City may require that the employee turn in the damaged articles.

**ARTICLE 27. PROMOTION POLICY**

The City agrees to maintain its policy as set forth in Article 7, Section 7.4, of the Personnel Handbook. To encourage this policy the City will adjust upward by 5% any written test score obtained by any current employee who meets the minimum job requirements for the open position.

**ARTICLE 28. CALLED-OUT PAY**

That paragraph in the Administrative Policy Manual describing the City policy for call-outs (currently section 7.3 of the manual) shall be amended to read as follows:

Subject to the minimum set forth in this paragraph, any unit employee called-out for emergency work shall be paid overtime only for that period of time the unit employee works in excess of the employee's regular working hours.

Any unit employee who is called-out for emergency work that requires less than 2 hours of the employee's time shall receive compensation for no less than 2 hours at the overtime rate. However, if any unit employee is called-out more than once within a 2-hour period, the unit employee will only receive credit for the minimum 2 hours at the overtime rate unless the second call extends beyond the 2-hour minimum of the first call.

Any unit employee who is called out between the hours of 12:00 midnight and 6:00 a.m. will receive 3 hours pay at the overtime rate. A unit employee shall be deemed to have been called-out if the employee has physically left the premises at the end of the employee's shift and is called back to authorized duty.

**ARTICLE 29. EDUCATION REIMBURSEMENT**

The City agrees to maintain its current policy on Education Reimbursement as set forth in Article 26.12 of the Personnel Handbook.

The City agrees to reimburse Two Thousand dollars (\$2,000) per fiscal year per employee.

**ARTICLE 30. CONTRACTING OUT**

The City shall notify the Union at least thirty (30) days prior to contracting out of bargaining unit work, which has been or could be traditionally or customarily performed by unit members except for major projects and/or emergencies.

Prior to implementation, the City shall meet and confer with the Union in an expedited manner over the impact such contracting out of services may have on said employees, and the Union may propose and the City will consider reasonable alternatives to contracting of City services.

## **ARTICLE 31.        DIRECT DEPOSIT**

It is in the mutual interest of the City and its employees to use the available direct deposit system. Thus, all employees who are using the direct deposit system on July 31, 2001, shall continue to use it thereafter. Any employee who begins using the direct deposit system after July 31, 2001, shall continue to use it thereafter. Employees hired after July 31, 2001 shall be required to utilize the direct deposit system. Requests for exemption from this direct deposit policy may be submitted to the City Manager.

## **ARTICLE 32.        PERFORMANCE PROBLEMS**

### **Section 1.    Counseling**

In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. Documentation of such counseling shall be given to the employee as it is developed. Such documentation shall not be placed in an employee's evaluation file.

### **Section 2.    Unfavorable Reports on Performance.**

If upon such counseling an employee's performance does not improve and disciplinary action should result, a written report shall be prepared by the supervisor, including specific suggestions for corrective action, if appropriate. A copy of the report and any response from the employee shall be given to the employee and a copy filed in his/her personnel file for a period of one year.

If such report is for acts that create a hostile work environment (i.e. harassment, discrimination, violence in the workplace) then, that written report shall remain in the personnel file for three (3) years.

### **Section 3.    Immediate Discipline**

This Article shall not operate as a bar to immediate suspension, demotion, reduction in pay or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

**ARTICLE 33.            SEPARATION FROM EMPLOYMENT**

**Section 1.    Employee Initiated Separation**

An employee wishing to leave in good standing shall submit a written resignation to his/her supervisor at least two weeks prior to the effective date of such resignation. The supervisor shall submit the written notice to the appropriate department director, who shall initiate a Personnel Action Form to the Human Resources Director.

Absence without leave for five (5) consecutive workdays may be construed as a basis for termination from employment, effective as of the last date the employee worked.

An exiting employee will receive final compensation within three (3) days of resignation.

An exiting employee is expected to return all City property in his/her possession or control on his/her final day of employment. This includes City furnished uniforms, tools, equipment, etc.

A Report of Exit Interview completed by the Human Resources Director after interviewing a terminating employee will be filed in the employee personnel file.

**Section 2.    City Initiated Separation**

The City Manager may terminate the employment of any regular employee for cause, lack of funds or lack of work, or by reason of termination of the program to which the position is assigned.

Prior to a regular employee being terminated for cause and as a component of due process, the City Manager or his/her designee will review all circumstances involved in the termination.

The City Manager may terminate the employment of any employee other than regular employees with or without cause, with or without notice.

Exiting employees are expected to return all City property in their possession or control on their final day of employment. This includes City furnished uniforms, tools, equipment, etc.

**ARTICLE 34.            GRIEVANCE PROCEDURE**

**Section 1.**

Any alleged violation or misapplication of this Memorandum of Agreement, City rules, policies and regulations, and any alleged violation of safety practices and procedures, shall be considered to be a matter subject to review through the

grievance procedure. Issues subject to review under Article 25 of the Personnel Handbook are not subject to review by the grievance procedure.

Section 2. First Step

An attempt shall be made to adjust all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including his/her department director.

Section 3. Second Step

If the grievance is not satisfactorily resolved through the informal process, the grievance shall be submitted in writing to the employee's department director within thirty (30) days from the date the incident occurred. The department director shall meet with the employee and/or his/her designated representative within fifteen (15) days. The department director shall deliver his/her answer to the employee or his/her representative within five (5) days after he/she has met with the employee or his/her representative. If the department director does not respond within the time limits, the employee may proceed to Step 3.

Section 4. Third Step

If the grievance is not satisfactorily adjusted in the second step, it shall be submitted in writing to the City Manager within fifteen (15) days after the department director submits his/her answer to the employee or the employee's representative. The City Manager shall within fifteen (15) days after receiving the grievance in writing either meet with the employee or his/her representative or deliver his/her answer in writing to the employee or his/her representative. Following the meeting with the employee or his/her representative, the City manager shall deliver his/her answer to the employee or his/her representative within fifteen (15) days. The decision of the City Manager shall be final.

Section 5.

The procedure for handling a review of a written reprimand, demotion, dismissal, suspension, movements of employee's salary within a range, withholding of a merit increase, or transfer for purposes of discipline is covered in Articles 16 and 25 of the Personnel Handbook.

**ARTICLE 35. UNION BUSINESS**

Section 1. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, to either join the recognized organization, or pay the Agency Shop Fee for representation; or pay a sum equal to the Agency Shop Fee to a non-religious

and non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (Government Code Section 3502.5).

#### Section 2. Agency Shop

It is mutually agreed by the parties that this Unit is an Agency Shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Agreement comply with applicable state law (Government Code 3502.5).

#### Section 3. Rescission

It is mutually agreed by the parties that the agency shop provisions of this Memorandum of Agreement may be rescinded by a majority vote of all employees represented by this Unit, under procedures established by the Employer-Employee Relations Resolution No. 3501. There can be only one election during the term of this Memorandum of Agreement.

#### Section 4. Maintenance of Membership

Unit employees who are members of the Union on the effective date of this Memorandum of Agreement (MOA) and those who voluntarily join thereafter during the term of this MOA are required to maintain their membership during the term of this MOA subject to the following exception. Employees may elect to cancel their membership during the first five working days of January each year. Notice of any termination of membership shall be made to SEIU Local 721 within five (5) business days of the end of this period.

#### Section 5. Payroll Deductions

The City shall, without charge to the Union, deduct dues and payments for other Union benefit programs from the paychecks of Union members each pay period when Union members authorize such deductions in writing and provide this authorization to the City. Subject to the provisions of Section 4, Union members may withdraw their authorization for any payroll deductions.

#### Section 6. Religious Objections

Per California Government Code Section 3502.5, "any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support an public employee organization as condition of employment." Such employee shall be required, in lieu of fees paid to the Union, pay sums equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt of the employee's choice from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

The employee will be required to fill out the appropriate form provided by the City and designate the charitable fund(s) including Name, Address, and Phone

Number for which he/she intends to submit the charitable contribution in lieu of the agency fee.

A proof of payment of such sums will be required to be submitted at the end of each calendar month to Human Resources for verification. A copy of proof and the initial form will be forwarded to the Union.

#### Section 7. Implementation

Any employee hired by the City subject to this MOA on or after the date of implementation of this Article, shall be provided with a notice advising that the City has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Agreement must either join the Union or pay an Agency Shop Fee for representation to the Union, or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization from his/her choice and return said form to the Union or the City's payroll office. If the form is not completed within thirty (30) working days, the City shall commence and continue a payroll deduction of an Agency Shop fee from the regular paychecks of such employee.

#### Section 8. List of New Employees/Separation

The City will furnish the Union with a biweekly remittance report of all deductions payable to the union. This report will indicate any new employees, employees separated from employment, and new transfers into the bargaining unit.

Other employee information may be provided to the Union upon written request.

#### Section 9. Access to Work Location

Paid Union staff shall be given reasonable access to work locations during work hours, provided that they obtain approval from the appropriate supervisor or Department Director and such visits do not unduly interfere with the City's operations.

#### Section 10. Bulletin Boards

Subject to the provision of the City's Employer-Employee Relations Resolution No. 3501, General Unit Employees may use designated City Bulletin Boards for the purpose of communicating normal and regular Union business to the membership. Any additional costs will be the responsibility of the Union.

#### Section 11. Release Time for Union Business

The City shall provide release time for specific purposes for General Unit Employees designated by the Union as "Union Stewards." General Unit Employees designated, as Union Stewards shall be granted aggregate release time of 96 hours per calendar year. Release time may be used for the purposes

of meeting with representatives of the City to discuss Labor-Relations Issues, to meet with represented Union members to discuss personnel matters, or to attend Union meetings. Release time will not be permitted without prior approval of the Union Steward's supervisor or Department Director.

Section 12. COPE Deductions

The City agrees to deduct from the bi-weekly wages of those employees who are members of the Union SEIU Local 721 and who voluntarily authorized such deductions on payroll deduction forms provided by the Union, the amount specified as the employee's contribution to the Committee on Political Education Fund (COPE).

Section 13. Joint Labor Management Committee

The parties agree to form a Joint Labor Management Committee for the purposes of discussing labor management issues. Both parties agree to schedule and attend these meetings as needed and will make a best effort to attend these meetings.

**ARTICLE 36. REVOCATION OF PRIOR AGREEMENTS**

Any and all prior or existing Memorandums of Agreement, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Agreement on the day, month, and year indicated below:

**GENERAL UNIT EMPLOYEES UNIT  
NEGOTIATION TEAM**

DATED: 1-14-16



Aram Agdaian, Chief Negotiator, SEIU Local 721

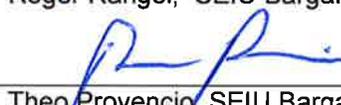
Lupe Montaño, Representative, SEIU Local 721



Gary Berg, SEIU Bargaining Member



Roger Rangel, SEIU Bargaining Member



Theo Provencio, SEIU Bargaining Member



Terry Padilla, SEIU Bargaining Member

**CITY OF PORT HUENEME  
NEGOTIATION TEAM**

DATED: 1/14/2016

Steve M. Berliner, Chief Negotiator;



ctor

Carmen Nichols, Deputy City Manager

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Agreement on the day, month, and year indicated below:

**GENERAL UNIT EMPLOYEES UNIT  
NEGOTIATION TEAM**

**CITY OF PORT HUENEME  
NEGOTIATION TEAM**

DATED: \_\_\_\_\_

DATED: 1/14/16

\_\_\_\_\_  
Aram Agdaian, Chief Negotiator, SEIU Local 721

Steve M. Berliner  
Steve M. Berliner, Chief Negotiator, Finance  
~~Director~~

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Lupe Montaño, Representative, SEIU Local 721

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Carmen Nichols, Deputy City Manager

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Gary Berg, SEIU Bargaining Member

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Roger Rangel, SEIU Bargaining Member

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Theo Provencio, SEIU Bargaining Member

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Terry Padilla, SEIU Bargaining Member