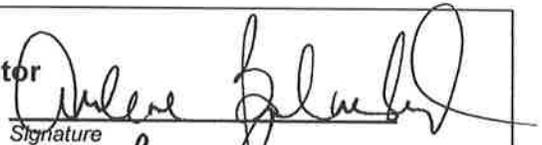


STAFF REPORT
COUNCIL MEETING DATE
June 25, 2012

ITEM FOR COUNCIL CONSIDERATION

RESOLUTION NO. 5398 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2012-2014 BETWEEN THE CITY OF CARPINTERIA AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620 REPRESENTING EMPLOYEES IN THE GENERAL SERVICE AND PUBLIC WORKS BARGAINING UNITS.

Report prepared by: **Arlene Balmadrid, HR Administrator**


Signature

Reviewed by: **Dave Durflinger, City Manager**


Signature

STAFF RECOMMENDATION

Action Item ; Non-Action Item

Approve Resolution No. 5398 adopting the Memorandum of Understanding for Fiscal Year 2012-2014 between the City of Carpinteria and Service Employees International (SEIU) Local 620 representing employees in the General Service and Public Works bargaining units and authorize the City Manager to implement the changes effective July 1, 2012.

Motion: I move approval of Resolution No. 5398 as read by title only, adopting the Memorandum of Understanding for Fiscal Year 2012-2014 between the City of Carpinteria and Service Employees International (SEIU) Local 620.

I. BACKGROUND

Service Employees International Union (SEIU) Local 620 is the recognized representative for the General Service and Public Works bargaining units, consisting of two General Service employees and five Public Works employees. The City was represented by Dave Durflinger, City Manager and Arlene Balmadrid, Human Resources Administrator.

Through the process of negotiations pursuant to good faith bargaining within the meaning of the Meyers-Milias Brown Act, representatives of the City of Carpinteria and SEIU have met and conferred in a cooperative spirit and have agreed to certain changes concerning wages and terms and conditions of employment for the term July 1, 2012 through June 30, 2014.

II. DISCUSSION

The Memorandum of Understanding reflects the agreement reached between the City and SEIU. The changes to the Memorandum of Understanding are as follows:

- Additional 1.5% employee cost sharing on retirement contributions to CalPERS.
- Base wage adjustment of 1.5%
- Employee cost sharing on the combined CalPERS employer and employee retirement contribution rates.
- Addition of a new salary step increase applicable to certain employees based upon performance.
- Change in the Annual Base Wage Adjustment methodology.

III. FINANCIAL CONSIDERATIONS

The benefits and cost savings changes agreed to are compatible to the City's adopted budget will contain and expand necessary cost savings allowing the City to meet service needs.

IV. LEGAL ISSUES

Adoption of Resolution No. 5398 will approve the Memorandum of Understanding effective July 1, 2012. The term of the Memorandum of Understanding is for a two-year period effective July 1, 2012 through June 30, 2014 and will continue without change until modified or amended following appropriate meet and confer between the City and the affected employees.

V. ATTACHMENTS:

- A. Resolution No. 5398 with attached 2012-14 SEIU MOU.

RESOLUTION NO. 5398

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL
APPROVING AND ADOPTING THE
MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2012-2014
BETWEEN THE CITY OF CARPINTERIA AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620 REPRESENTING
EMPLOYEES IN THE GENERAL SERVICE AND PUBLIC WORKS BARGAINING UNITS

WHEREAS, pursuant to Government Code Section 3500 *et seq.*, the duly authorized representatives of the City of Carpinteria and the Service Employees International Union (SEIU) Local 620 representing employees in the City's General Service and Public Works Bargaining Units have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act concerning issues of wages and terms and conditions of employment and have agreed to the Memorandum of Understanding as attached hereto and hereby incorporated in its entirety; and,

WHEREAS, said Memorandum of Understanding has been recommended to the City Council for approval for a two-year period beginning July 1, 2012 and ending June 30, 2014.

NOW, THEREFORE, IT IS RESOLVED THAT THE CARPINTERIA CITY COUNCIL HEREBY ACCEPTS AND APPROVES the Memorandum of Understanding between the City of Carpinteria and Service Employees International Union (SEIU) Local 620 representing employees in the General Service and Public Works Bargaining Units of said City for a two-year period.

RESOLVED FURTHER, that said Memorandum of Understanding shall be effective July 1, 2012, unless otherwise specifically provided in said memorandum and will remain in effect for fiscal year 2012-2014.

PASSED, APPROVED AND ADOPTED this 25th day of June, 2012 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at the regular meeting of the City Council of the City of Carpinteria held the 25th day of June, 2012.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE CITY OF CARPINTERIA AND
 THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620
 REPRESENTING THE GENERAL SERVICES BARGAINING UNIT
 AND THE PUBLIC WORKS BARGAINING UNIT
 FISCAL YEARS 2012-2014

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SECTION A - GENERAL PROVISIONS

1. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by this Memorandum.

2. RECOGNITION

Pursuant to the provisions of the personnel rules of the City and applicable State Law, the Service Employees International Union (SEIU) Local 620 is recognized as the exclusive representative of the City employees in the General Services and Public Works bargaining units. The units shall exclude managers, supervisors, confidential employees, part-time, temporary, seasonal and contract employees and shall refer only to regular employees in the unit as listed in Appendix "A".

3. NOTICE

For purposes of giving notice herein, the following shall be a place for notices to be given to the respective parties herein:

FOR THE CITY:

Dave Durlinger, City Manager
Arlene Balmadrid, Human Resources Administrator
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

FOR THE AFFECTED EMPLOYEES:

Cynthia Goena
Field Representative
SEIU Local 620
114 E. Haley Street, Suite I
Santa Barbara, CA 93101

Lorena Esparza
Louis Mendoza
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

The place for giving written notices herein may be changed by any party as to itself by giving notice of the same provided herein. Any notice shall be deemed given two (2) days after mailing the same in the City of Carpinteria or upon personal delivery of the same.

4. TERM

A. The term of this Memorandum of Understanding shall be for a two-year period effective from 12:01 AM July 1, 2012, unless otherwise specifically provided, to and including 12:00 PM midnight June 30, 2014, provided, however, that this understanding shall continue without change until modified or amended following appropriate meet and confer between the City and Affected Employees.

B. The parties agree that, for the term of this Memorandum, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any other subject or matter pertaining to or covered by this agreement, except as to meeting and conferring over the renewal, or continuation of this Memorandum or new issues not previously discussed or as otherwise provided herein. However, this does not preclude informal meeting to clarify issues covered by this Memorandum of Understanding during the term of this Memorandum of Understanding.

C. The parties agree that meeting and conferring over the renewal or continuation of this Memorandum shall be initiated at the request of either party given not more than ninety (90) days, but not less than forty-five (45) days prior to the expiration of this Memorandum. If either party makes such request, meeting and conferring shall commence within a reasonable period after such a request is delivered to the other party.

If such request is not given as provided for herein, this Memorandum will remain in full force and effect from year to year thereafter unless either party provides a written request to meet and confer not more than ninety (90) days, but not less than forty-five (45) days prior to June 30 of each subsequent year.

5. MAINTENANCE OF BENEFITS

A. The parties agree that all benefits, wages and working conditions as expressly provided by ordinance, resolution, and state law, which are in existence at the commencement of this memorandum, shall not be changed, diminished, lessened or reduced for the duration of this Memorandum except as otherwise provided herein.

B. All employee benefits are pro-rated if employment with the City starts after July 1 or ends before June 30 of any fiscal year.

6. MANAGEMENT RIGHTS

A. The parties agree that the City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged or modified any such rights in this Memorandum.

Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services and to exercise complete control and discretion over technology for performing the City's work as outlined in the City's policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and other computer systems. (Attached hereto as Appendix B).

B. The City retains complete authority over the policies and direction and administration of all City Departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications consistent with applicable laws and with due regard for the provisions of this Memorandum.

7. PERSONNEL RULES

The parties agree that the City intends to continue to review and develop revised personnel rules, regulations, impasse and grievance procedures, employee handbook, job classifications and job descriptions.

The parties further agree that the adoption of certain provisions of such rules, regulations, procedures, job classifications and descriptions are subject to meet and confer requirements as required by law.

8. DUES CHECK-OFF

The City shall deduct dues for the majority representative for the affected employees from the paychecks of those members of such organization that submit deduction authorization forms in writing to the City. The City will transmit said moneys to such organization not less than monthly.

9. BULLETIN BOARDS

The City agrees to maintain an official bulletin board for the purpose of keeping all employees advised of matters of official and/or informational nature. The recognized employee organization is authorized space to establish an appropriate organization bulletin board, subject to the approval of the City Manager. It is the individual employee's responsibility to be aware of items so posted and such posting for 72 hours shall be deemed to mean that all employees have been properly notified.

10. EMPLOYEE LOUNGES

The City agrees to cooperate with the recognized employee organizations of the City in providing a location for a soft drink and/or coffee machine, which machine(s) shall be obtained and paid for by the recognized employee associations. In addition, the City shall provide and maintain in good working order, a break room in the Public Works building. Clean-up and minor maintenance schedules shall include all employees within said unit.

11. OPTIONAL PROGRAMS

The City agrees to cooperate with the Affected Employees to continue an employee credit union or payroll savings plan, provided that the minimum number of employees required by the plan agree to participate therein. Payroll deduction for optional programs shall be subject to the physical limitations of the City's payroll system. The City assumes no liability for any optional programs agreed on by the employees.

12. ISSUES FOR FUTURE DISCUSSION

The parties agree to meet and confer during the term of this Memorandum on any issue subject to meet and confer that may come forth and is not otherwise covered in this memorandum.

13. DRESS CODE

A. All employees shall observe professional standards of dress and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.

B. While on duty all Public Works employees shall wear official City-issued uniforms. Field uniforms are not to be worn off duty. If a uniform is worn going to or from work, in order to not give the appearance of an employee being on duty when he/she is officially off duty, the City's uniform insignia must not be visible on public service uniforms.

C. It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees. No dress codes other than the above standard are to be established in the various departments other than those which are related to uniform requirements and safety policies established by the City.

14. EQUAL EMPLOYMENT OPPORTUNITIES

A. The City and the majority representative agree that the provisions of this Memorandum shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, sexual orientation, age, national origin, political or religious affiliations, organization membership, marital status or pregnancy. The City will not discriminate against a qualified individual with physical or mental disability with regard to employment.

B. The City and the majority representative agree to commit themselves to the goal of equal employment opportunity in all City services and, further, the representative organization agrees to encourage its members to assist in the implementation of the City's Equal Employment Opportunity commitment.

15 TRANSLATING SKILLS

A. The parties agree that any affected employee hired prior to August 15, 1998 who, on a regular basis, is required to translate/interpret shall be paid for translating/interpreting skills in the amount of \$30.00 biweekly. The Administrative Assistant, who is required, on a daily basis, to translate/interpret shall be paid \$50.00 biweekly.

B. Any employee hired after August 15, 1998 shall not be eligible for pay for Translating/interpreting skills. Translating responsibilities shall not be required as terms of employment.

16. NO STRIKE OR LOCKOUT

A. The City and the Union agree that during the term of this Memorandum the City will not lock-out employees and the representative organization will not engage in labor practices detrimental to providing services to the citizens of Carpinteria or detrimental to the interest of the City; nor will the representative organization engage in, support, condone, approve, or engage in any strike, sick-in, slow-down, work stoppage, or speed-up.

B. The City and the Union further agree that all matters of controversy coming within the scope of this Memorandum will be settled by established grievance procedures. The representative organization acknowledges that violation of the above shall be just cause for disciplinary action, including termination.

17. EMPLOYEE TRAINING/TRAVEL

A. The parties recognize that training programs and the advancement of employee skills are matters of great importance and interest to the City, the representative organization and the employees covered by this Memorandum. However, the City shall retain the right to determine what training is required for the employee to improve his or her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Manager.

The parties agree that employees will be trained in the use of fire prevention equipment and that a fire evacuation plan will be developed and reviewed within each department for each major City facility.

B. The City and the Union agree that all direct costs for all training or instruction required by the City shall be paid for by the City, provided however that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site.

C. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees represented by the Union up to a maximum of \$200 per fiscal year.

Only educational course work required by the city and directly related to the affected employee's position with the City will be considered for reimbursement. Only costs for the books required for approved courses shall be deemed reimbursable. All application for

reimbursement shall be approved by the City Manager prior to enrollment in the coursework. Reimbursement will be made upon written proof that the employee received a final grade of B or better or, in the case of a non-grade course received a Pass or Satisfactory final grade.

D. Meeting, travel and/or training expenses will be paid and/or reimbursed with prior authorization by the City Manager as described above and in conformance with the City's Travel and Expense Reimbursement Policy.

18. VALIDITY

If any provision of the Memorandum of Understanding shall be held invalid by a court of competent jurisdiction, the remainder of this Memorandum of Understanding shall remain in full force and effect and the parties hereto shall enter into a meet and confer process for the purpose of arriving at a mutually satisfactory replacement, if any, for any such invalidated provision.

19. REASONABLE TIME OFF TO MEET AND CONFER

A. The formally recognized employee organization may select not more than one employee member from the General Service Unit and not more than one employee member from the Public Works Unit to attend scheduled meetings with the City Manager or other management officials on the subjects within the scope of representation. Where circumstances warrant, the City Manager may approve the attendance at such meetings by additional employee representatives and may allow the attendance of all such representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the City Manager at least two working days in advance of such meetings. Provided, further:

1. That no employee representatives shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official.

2. That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules and at times mutually convenient to the City and the employee representatives.

B. Nothing provided herein shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances and with the agreement of SEIU Local 620.

C. General membership meetings shall not be held during normal working hours without 48 hour notice and approval of the City Manager.

20. ACCESS TO WORK LOCATIONS

A. Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation.

Such officers or representatives shall not enter any work location without the specific prior approval of the City Manager or Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with normal operations of the department or with established safety or security requirements.

B. Solicitation of membership and activities concerned with the internal management of the employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours. Lunch hour and scheduled breaks are not to be considered working hours.

21. USE OF CITY FACILITIES

Employee organizations may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities for meetings of City employees provided space is available, and provided further that such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

22. OFFICERS AND GRIEVANCE PROCESSING

A. Purpose

1. To promote employee morale and productivity by establishing a forum for resolving problems in the workplace by communication between employer and employee.
2. To provide a just and equitable method for resolution of grievances.

3. To afford employees, through their recognized employee organization, a systematic means of obtaining further consideration of problems after every reasonable effort through discussions has failed to resolve them.

4. To provide that grievances shall be settled as nearly as possible to the point of origin and shall be as informal as possible

B. Grievance Defined

1. Grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of department-wide policy or practice or City rules, regulations, resolutions, ordinances, or memoranda of understanding applicable to the employee, except as follows: Appeals of disciplinary actions of demotion, suspension, dismissal or probationary terminations.

2. The Union recognizes management's right to establish policies governing the operation of City departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns an inconsistent application of policy where the inconsistency results in a denial of the employee's rights under those policies defined in "A" above.

C. Initiation of Grievance

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the alleged activity/violation occurred or the date the employee became aware such activity/violation occurred.

In no event shall any grievance be accepted for consideration more than 6 months from the action or incident claimed as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist.

D. Grievance Processing

The City agrees that SEIU Local 620 may designate a steward or officer for the purpose of investigating and/or processing grievances. Upon the request of any employee within the represented unit, the official steward or officer shall conduct and/or assist in the investigation, preparation and processing of grievances.

Prior to engaging in grievance handling, the steward or officer of the organization shall notify his or her immediate supervisor of a request for assistance no later than five days prior to the requested time. The supervisor shall approve time for grievance processing during the scheduled work day hours prior to the steward or officer beginning the investigation, preparation and processing of grievances.

Both SEIU Local 620 and management agree to mutually cooperate in expediting the grievance handling process. The employee and the steward or officer shall be afforded reasonable grievance handling time to jointly handle the grievance. The parties further agree that every effort will be made to resolve grievances in an informal and timely manner as the first step in this process.

E. Procedure

Step One

Any employee who has a grievance shall first try to settle it through discussion with their immediate supervisor without undue delay.

Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. The supervisor has seven (7) working days to respond to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within seven (7) working days or the grievance shall automatically be moved to Step 2. In the event the department head does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

Step Two

If a grievance is not settled in Step 1 or no response was forwarded to the grievant, he/she may file a formal grievance in writing to their Department Head within ten (10) working days after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit his/her grievance in writing and must also explicitly specify the policy or the particular section of the MOU, rule, resolution, or ordinance the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the City and the grievant.

The Department Head, after receiving the formal grievance, has ten (10) working days to render a decision in writing.

Step Three

If the grievance is not settled or an answer not forthcoming in Step 2, the grievant and/or Union Representative may appeal, in writing, within seven (7) working days from the expiration of the time limit for such decision under Step 2 or within seven (7) working days from the receipt of the decision of the department head to the City Manager.

Within ten (10) working days from receipt of appeal, the City Manager, or designated representative, shall deliver a written decision to the grievant and the Union Representative.

Step Four

If the grievance is not settled or disposed of at Step 3, the grievant may request the services of a mediator from the State Mediation and Conciliation Service.

Both the Union and the City agree that the grievance will be settled through mediation and both parties will agree to abide by the decisions made in the mediation process.

Under no circumstances will grievances of any kind for any reason proceed beyond the mediation process.

SECTION B - WAGES, INSURANCE AND OTHER BENEFITS

23. BASE WAGE ADJUSTMENT

- A. Effective with the first full pay period after July 1, 2012, the affected employees shall have their based wages increased by one and one-half percent (1.5%).
- B. Effective with the first full pay period after July 1, 2013, the affected employees shall have their base wages increased by a percentage change in an amount equal to the increase in the cost of living per the Consumer Price Index (CPI), Los Angeles-Riverside-Orange County, Urban Wage Earners and Clerical Workers, March to March, with a maximum increase of 2.5%. If the CPI, March to March, shows no increase or a decrease, there will be no change in the base wages of employees.
- C. In addition, the parties agree that affected regular full-time employees may be eligible for a yearly performance based bonus. The basis of any performance-based increase shall be the employee's performance evaluation. Said performance bonus shall be at the sole discretion of the City Manager and available City revenues. The performance based bonus amount for the term of the Memorandum shall be an amount not to exceed two percent (2%) of the employee's base salary. An employee who performs "satisfactory" on this evaluation shall be deemed eligible for the bonus.
- D. The amount of any performance based adjustment will be divided equally into four payments and distributed to the eligible employee on a quarterly basis, with the first payment paid in August, 2011 and thereafter paid the first pay period of the second month of each quarter (November, February and May). The performance bonus will not be added to the base pay of the affected employee. Payment will be paid by separate payroll check, subject to payroll taxes and reportable to the Public Employees Retirement System as special pay.

- E. Employee performance evaluations shall be completed no later than July 30th of the affected fiscal year. Failure to complete performance evaluations within the specified time frame will deem the employee performance evaluation to be satisfactory, automatically entitling the employee to the total allowable performance based bonus of two percent (2%) for the affected fiscal year.
- F. All changes in compensation, including merit increases, promotion, or similar compensation shall take effect on the first day of the pay period closest to the date such increase is scheduled.
- G. Effective 7/1/12, Employees will be eligible for an additional step increase of 5% upon meeting the following criteria: 1) Employee has been employed by the City for ten (10) consecutive years; 2) Employee has been at E step in their current classification for at least three (3) consecutive years; and 3) Employee has received a overall rating of "Exceeds Expectations" in their most recent performance evaluation. Employees may receive this additional step increase only one time.
- H. In the event an employee meets criteria number 1 and number 2 in subsection G above, but has not received an "Exceeds Expectations" performance evaluation as required in criteria number 3, the following shall apply:
 - 1. If instead of an "Exceeds Expectations" performance evaluation the employee receives a "Meets Expectations" performance evaluation, the employee will receive a 2.5% additional step increase. If the employee subsequently receives an "Exceeds Expectations" performance evaluation, the employee will then receive the difference, that is an additional 2.5% step increase.
 - 2. The employee may request that the City Manager review whether that employee should be granted the full additional 5% step increase. Such a request may be made only one time. The request should be in writing, and state why the employee believe he or she should receive the additional step increase. The City Manager will meet with the employee and conduct whatever further investigation the City Manager deems appropriate. The City Manager will inform the employee in writing of his or her decision, which may provide the employee an additional step increase of 0% to 5% (with a maximum total additional step increase of 5%). If the employee subsequently receives an "Exceeds Expectations" performance evaluation, the employee will then receive a step increase equal to the difference between whatever amount was provided by the City Manager's decision plus the 2% step increase for receiving a "Meets Expectations" performance, if applicable, and the 5% step increase. Example, if the employee received a "Meets Expectations" performance evaluation and thus received the 2.5%

additional step increase, and the decision of the City Manager provided the employee a further 1% increase, for a total additional step increase of 3.5%, and the following year the employee receives an "Exceeds Expectations" performance evaluation rating, he or she will then receive an additional 1.5% increase.

24. OVERTIME RECORDS

Employees shall report all overtime in actual hours worked on their biweekly timesheet. The Finance office shall convert all reported overtime hours worked to time and one-half, identify reported overtime hours worked as regular overtime hours and/or premium overtime hours and record such converted hours to the credit of the affected employee. All overtime must be authorized in advance (unless in emergency) by the affected employee's department head.

25. OVERTIME COMPENSATION

The affected employee shall be compensated for overtime hours (as recorded pursuant to Section 24 above) as follows:

1. The employee shall designate on his or her bi-weekly time card whether earned overtime for the pay period will be paid in cash or accumulated as compensatory time off.

2. Cash payments, calculated at time and one-half or premium time as appropriate, will be paid in the regular bi-weekly paycheck.

3. The maximum number of hours of accumulated compensatory time off shall not exceed 100 hours at any time.

4. Accumulated hours in excess of 100 hours shall be paid in cash at the employee's regular base pay hourly rate or premium pay rate (as appropriate) on the next regular paycheck.

5. Accumulated hours used as compensatory time-off and/or paid in cash shall be deducted from the accumulated hours of the employee as such hours are used or paid.

6. All accumulated regular and/or premium overtime of 100 hours or less which have accrued to an individual employees' credit shall be carried forward as hours to the next fiscal year.

7. An affected employee with accumulated compensatory time-off on the books of the City may, not more often than two times per fiscal year, request and receive a

cash buy-out of a portion or all of such accumulated time. Such payment will be made on the next regular pay period.

8. When an employee terminates employment with the City for whatever reason the City shall make a cash payment for accumulated compensatory time on the books at the hourly rate then in effect.

26. HOLIDAY PAY

A. Unless otherwise provided herein, a regular employee not working on a holiday will receive one day's pay at his or her normal straight time rate, exclusive of shift or temporary or relief supervisory differentials. Said holiday pay shall not be paid if the employee is not in a pay status the last normal working day before a holiday or the first normal working day after such holiday. See Section 50 for definition of pay status.

B. An employee who is scheduled to work on a holiday but fails to report for work and fails to notify the City or provide evidence of an emergency is unexcused and will not receive payment for the holiday.

C. If a holiday falls on a normal workday which is during an approved leave, at the employee's option the employee will not be charged for a leave day the day of the holiday, or may be given an additional day at the beginning or end of his/her leave. Holidays which fall on normal working days within an unpaid leave of absence, will not be counted as workdays and will not be recognized for pay purposes.

D. Employees who are required to work on holidays will receive, in addition to the holiday pay provided for in this section, straight time in cash payment for hours worked and time and one-half for hours worked beyond 8 hours or a normal shift, whichever is appropriate.

E. On each of the holidays or non-working days on which flags are displayed and in the event that a Public Works employee is required to report to work for the purpose of putting up and taking down street flags, a total of four (4) such overtime hours shall be allocated for this assignment.

27. CALL BACK PAY

A. Any affected employee called out to work after his/her normal working hours shall receive a minimum of two (2) hours cash compensation at the rate paid for overtime work. In such cases all work in excess of the two (2) hour minimum shall be compensated at the regular overtime rate. The overtime rate shall be based on the employee's base hourly rate. Call-back shall be defined as being called out to work outside one's normal working hours by the Sheriff's Department, City Manager, Department Head or Public Works Supervisor on an unscheduled basis.

An employee should not respond to a call-back if any alcoholic beverage has been consumed or a medication taken that might impair his/her ability to perform the duties required.

B. All affected employees who are required and/or authorized to attend an authorized meeting which starts after the established work day shall be credited for a minimum of two (2) hours overtime. For all time in excess of two (2) hours, normal overtime policies shall be in effect.

C. In the event a call-out exceeds two (2) hours in actual time for a Public Works employee, the time reported for payroll purposes only shall begin with ten (10) minutes prior to the employee reporting for work and end ten (10) minutes after the time the employee leaves work to return home.

D. Employees in off-duty status will not be required to respond to call-back. The exception being when a state of emergency has been declared by the City Manager.

E. The normal call-back pay requirement, which would require a minimum of two hours of pay for the second reporting in a single day, would not apply when public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system.

28. MOVE-UP PAY

A. In the event any affected employee is required to work more than two (2) working days in succession in a classification higher than that for which he/she is being compensated, in an unforeseen situation, such employee shall receive ten percent (10%) increase over his/her normal compensation, or the rate of compensation of the position filled, whichever is less, for the time over two days when such employee works in the higher classification.

In the event of planned assignment due to vacation or other cause known in advance, such move-up pay shall be paid for all time worked if such work exceeds two successive working days, including the first two days worked.

B. Position for which said "move-up" pay is eligible is as follows: Acting Public Work's Supervisor.

C. For the purposes of this memorandum, base compensation is defined as the base salary paid to the employee without additions for overtime, medical insurance, longevity, expense or other benefits. If any affected employee is requested to work in a higher class for a cumulative total of ten (10) days, not including vacations and/or days off due to flexible work schedule, during any fiscal year, such employee shall then be paid at the increased rate for all such days worked.

29. COURT TIME

Required court time for off-duty regular full-time City employees shall be treated as overtime, with the minimum time being two (2) hours for any one day. This section shall not apply to any on-duty employees. This section shall apply only in court cases dealing with the scope of employment and shall not apply in cases of a personal or non-job related court action.

30. WORKERS' COMPENSATION INSURANCE

The City participates in the Workers' Compensation Insurance Program through the California Joint Powers Insurance Authority. The City agrees not to lower the benefits provided by the California Joint Powers Insurance Authority without first notifying the affected employee associations and meeting and conferring on the same.

**31. WORKERS' COMPENSATION, DISABILITY INSURANCE
AND FICA MEDICARE TAX BENEFITS**

A. When an employee is injured on duty arising out of and in the course of employment (which shall not be construed as going to and from work), such employee shall receive benefits and incur obligations as follows:

- For a period not to exceed six months, commencing with the first day following such injury, while the employee is totally disabled from industrial injury and on accepted worker's compensation status, such employee shall be compensated with an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) Any Workers' Compensation payments, and (b) Any other disability payments made to such employee. Such payment shall be limited to said six month period, or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.
- An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status as defined above for up to six months.
- The Workers' Compensation Carrier and/or the City reserves the right to subrogate if a claim is filed by an employee against a third party.

B. The City has instituted the State Disability Insurance Program (SDI), at employee expense, to provide coverage for non-industrial injuries. In addition to coverage under the State Disability Insurance Program, the City will provide eligible full-time employees with additional short-term disability coverage to integrate with SDI for a weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings, such coverage to be added at City expense.

C. All employees hired after April 1986 are subject to the FICA Medicare taxes in accordance with Federal regulations and shall have the employee share of said Medicare Tax deducted from their paycheck.

32. DEATH BENEFIT

The City shall pay a death benefit directly to the spouse or other beneficiary designated in writing by any affected employee prior to such employee's death (or in the event that no such beneficiary is so designated, to such employee's legal heirs) in the amount of One Thousand Dollars (\$1,000) in a single lump sum cash payment within seventy-two hours of the death of any affected employee as the result of any industrial injury or illness, as defined by U. S. Department of Labor Instructions for OSHA No. 200 sustained by such employee while on duty within the course and scope of his or her employment with the City (See Appendix D for examples).

33. RETIREMENT PROGRAM

- A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS) providing 2% @ 55 full formula benefits to the affected employees.
- B. Effective with the first pay period after July 1, 2012, the City's contribution toward Employer Paid Member Contribution (EPMC) shall be reduced from seven percent (7%) to five and one-half percent (5.5%) of compensation earnable. Employees shall pay the remaining one and one-half percent (1.5%) of the statutorily mandated employee contribution to California Public Employees' Retirement System (CalPERS) through payroll deductions. The City will report the five and one-half percent (5.5%) employer paid member contribution (EPMC) as "compensation earnable" for purposes of retirement compensation in accordance with Government Code section 20636(c)(4).
- C. As soon as practicable upon ratification of the 2012-2014 MOU by the Union and approval by the City Council, the City shall perform all acts necessary to implement a CalPERS contract amendment to increase the amount employees are allowed to pay (pre-tax) toward a portion of the employer contribution from the current three percent (3%) to four and one-half percent (4.5%) under the cost sharing arrangement set forth in Government Code Section 20516(a).
 - 1. Effective the first full pay period following the effective date of the amendment to the CalPERS contract, employees will contribute a portion of the required employer contribution equal to four and one-half percent (4.5%) of "compensation earnable" through payroll deductions.¹
 - 2. Until the implementation of the cost-sharing contribution described in subsection 1 above, employees shall continue to contribute a portion of the required employer contribution equal to three percent (3%) of "compensation earnable" through payroll deductions.

¹ According to CalPERS, the maximum allowable cost sharing for employees covered by the City's Miscellaneous Plan is 4.600% of compensation earnable. Of this amount, 2.733% of compensation earnable is for unfunded liability and CalPERS has indicated that of that portion .091% will expire on 3/16/20 and 2.642% will expire on 9/16/20. Thereafter, the maximum employee cost sharing contribution cannot exceed 1.867% of compensation earnable. If employees are still paying more than 1.867% of compensation earnable as of 3/16/20, it is the parties' intent that the additional amount would be paid by the employees in some other form as determined by the parties.

3. Upon implementation of the cost sharing contribution described in subsection 1 above, the City will resume paying for and reporting the seven percent (7%) employer paid member contribution (EPMC) as "compensation earnable" for purposes of retirement compensation in accordance with Government Code section 20636(c)(4).
- C. Effective the first full pay period after July 1 of each year, the amount of the employee contribution to the statutorily mandated employee contribution to CalPERS shall be adjusted by an amount equal to one-half the annual change (July to July fiscal year) in the combined total CalPERS employer and employee contribution rates. For example, the change in the combined employer and employee contribution rates for the 2012-13 fiscal year is an increase of 0.375% and therefore, beginning the first full pay period after July 1, 2012, employees will begin paying an additional 0.1875% of the statutorily mandated employee contribution to CalPERS.
- D.
1. The total amount of the employee contribution to the statutorily mandated employee contribution to CalPERS is cumulative and is adjusted each fiscal year if there is any change in the CalPERS rate and will be paid through payroll deduction.
 2. The amount of the employee contribution to the statutorily mandated employee contribution to CalPERS may increase or decrease, depending on the change in the combined total CalPERS employer and employee contribution rates, except the amount of the employee contribution to the statutorily mandated employee contribution to CalPERS shall in no event be less than zero percent (0%).
 3. Further, in any one year the employee contribution pursuant this section shall not increase by greater than 1%.
 4. The terms of this subsection D, including the required employee contributions, shall have no effect on other pension contribution requirements of this MOU.
- E. The City shall continue to report the value of the EPMC on all reportable compensation subject to PERS for all employees in the Bargaining Unit as approved and adopted by Resolution 4229 (General Services) and Resolution 4239 (Public Works).

34. LIFE, HEALTH AND DENTAL BENEFITS

- A. The parties agree that the City will maintain a life insurance program providing a \$50,000.00 term life insurance policy for the employee only, the beneficiary to be designated by said employee. The cost of the premium for this policy to be paid in full by the City. Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue

to be covered in the City's group life insurance program at City expense for a life benefit of \$10,000. Extended coverage will not include AD&D benefits.

B. The parties agree that the City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act pursuant to Government Code Section 22850 unless such is changed through the meet and confer process. The health insurance program shall be available to all regular (one-half time or more) employees and retirees as follows:

- Each eligible employee or retiree may select a health insurance carrier providing coverage in the Carpinteria geographic area, as defined and provided by PERS and currently in effect and on file in the City Human Resources Office.

The City will provide the annual minimum employer contribution established by CalPERS for health insurance under the PERS program for each affected employee or retiree in said PERS program and, in addition, will fully pay for the remaining premium contribution balance for health insurance coverage for each employee, including dependent coverage when requested, to a maximum employer contribution equal to the premium charge for coverage under the PERS Health Benefit Program HMO Plan for 2006. Any increase in premium for 2007, 2008, 2009, 2010, 2011, 2012 and 2013 will be paid as follows: City will pay the full cost of employee only and two-party coverage under the PERS Health Benefit Program HMO plan. Any increase in family coverage after January, 2007 and each January thereafter, which exceeds 10% will be paid 20% by the employee through payroll deduction and 80% by the City.

Employees shall be responsible for payment as a payroll deduction or through the Flexible Benefit Program, for any health insurance premium contribution which exceeds the premium for coverage under the PERS Health Benefit Program HMO plan.

- Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15th day of the month, the month of hire will count as a full month of employment and coverage will be effective the first day of the following month. If hired after the 15th day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.
- For covered employees who terminate during the fiscal year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may, at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.
- The City may reopen negotiations once after July 1, 2007 on a change in carrier and/or on the cost-sharing for family coverage if the increase in family coverage premium exceeds 20% in any plan year.

C. The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for each employee in the General Services Bargaining Unit and Public Works Bargaining Unit, where appropriate, for dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City, and subject to any applicable obligations under the Meyers-Milias-Brown Act.

35. FLEXIBLE BENEFIT PROGRAM (WELLNESS) ALLOWANCE

A. In addition to the Health Insurance Program, active regular employees with three or more months of active service with the City shall be credited with a Flexible Benefit Program Allowance in the amount of \$1,162 for each calendar year during the term of this Agreement.

B. The purpose of the Flexible Benefit Program is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.

C. In addition to reimbursement for eligible medical and health related costs and/or dependent care, the employee will have the option purchase benefits offered through the Flexible Benefit Program up to the total Flexible Benefit Program allowance of \$1,162. Employees may cash out up to \$810 of the Flexible Benefit Program allowance, subject to applicable payroll taxes.

D. Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.

36. FITNESS PROGRAM

The City agrees to contribute thirty-one dollars and twenty cents (\$31.20) per month to an employee's monthly membership fee at Carpinteria Athletics Club or a comparable fitness program approved by the City Manager. Only full-time employees are eligible to receive this benefit.

37. OUTSIDE COVERAGE OPTION

A. The employee is not required to select or participate in any health insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health insurance program.

B. Those employees with proof of health insurance coverage who choose not to participate in the City's group health insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the Flexible Benefit Program Allowance, a benefit allowance equal to fifty percent (50%) of the premium charged for the annual single coverage in the PERS Health Benefit HMO Plan available to this group of employees based on the regional premium rate applicable to the employee. An employee shall receive this benefit allowance as a one-time cash payment, with such payment subject to payroll taxes.

C. Those eligible employees who participate in the city's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the employer contribution, the fully paid premium contribution balance for single health insurance coverage and the Flexible Benefit Program allowance as provided for in Article 35-A, plus an additional benefit equal to 50% of the allowance as specified in the above Article 36-B.

38. OPTIONAL INSURANCE PROGRAMS

The City agrees to cooperate to make available to affected employees, at the sole cost and expense of such affected employees, eye care, cancer and intensive care medical group insurance programs. Participation in such programs shall be at the option of the individual employee, subject to the rules of the insurance carrier and subject to the administrative limitations of the City.

39. SERVICE AWARDS

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at levels of five, ten, fifteen, twenty, twenty-five and thirty years. In addition, upon completion of twenty, twenty-five and thirty years of service, eligible employees are entitled to the following recompense:

Twenty Year Award

Amendments to Resolution 1496 establishing a twenty-year service award for those eligible persons having served the City continuously for twenty years and providing that employees hired prior to June 30, 1988, who have been continuously employed by the City for 20 years and who are enrolled in the City's health insurance program at the time of retirement, are eligible upon retirement for indefinite continuation as a participant in the City's group health insurance program then in effect at City expense.

A City-paid premium contribution will be made for health insurance coverage for each affected employee, councilmember or retiree enrolled in the PERS program in accordance with the minimum Employer Contribution (MEC) established by CALPERS.

In addition, Resolution 3063, adopted December 14, 1992, provides that employees eligible for the extended health benefit outlined in Resolution 1496, be credited with a Wellness Program Benefit, the dollar amount of such benefit to be adjusted annually. The base for such adjustment will be an amount equal to, but not exceeding, the premium for employee only coverage under the HMO insurance plan offered under the Public Employees Medical and Hospital Care Act (or a comparable plan as determined by the City), less the City-paid Minimum Employer Contribution for each affected employee.

Twenty-five Year Award

In addition to a commemorative recognition gift, upon completion of twenty-five years of continuous service, eligible employees will be entitled to two personal days of leave per fiscal year. The hours will not have a cash value nor will they accumulate to be carried over to the next fiscal year.

Thirty year Award

Upon completion of thirty years of continuous service, eligible employees will receive a commemorative recognition gift and be entitled to have three additional days added to their existing leave bank hours.

SECTION C - WORK PERIODS, OVERTIME, ATTENDANCE AND LEAVES

40. WORK SCHEDULES

Requests to deviate from the work schedules outlined in this Section must be in writing and approved by both the employee's supervisor and the City Manager.

A. Pursuant to the Federal Fair Labor Standards Act (FLSA) the standard work period for all non-sworn employees represented by the Union is defined as follows: Start: 12:01 A.M. every Saturday. End: 12:00 Midnight every Friday.

The work period extends for a period of seven consecutive days, a total of 168 hours, of which a total of 40 hours worked shall be the standard work week. Any hours worked in excess of 40 hours shall be considered overtime for FLSA purposes. For pay purposes, each pay period shall consist of two standard work periods.

B. Hours Worked shall be only those hours actually worked during the work period, including overtime hours as defined in the overtime policy contained herein.

C. Hours Not Worked shall include not only normal non-working hours, but shall also include any hours of paid leave time when the employee is not actually working but being paid. Examples are, but not limited to, holidays off, leave bank hours, compensatory time off, jury duty, bereavement leave, and any other authorized leave for which the employee is paid regular compensation and receives benefits.

D. The City agrees that authorized work outside the regularly scheduled workday or work week shall be compensated in accordance with the overtime policy contained herein.

E. In no case shall an employee's work schedule be altered to avoid the payment of overtime earned as a result of call back after the employee's regular shift, workday or work week ends.

F. The City shall provide Public Works employees with a 15 minute personal/equipment "clean-up" time at the end of the day. Employees shall be ready to begin work at start time.

41. FLEXIBLE WORK SCHEDULE

A. Employees, with the exception of the position of Receptionist, shall have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day, with the tenth day as a designated day off).

The daily work schedule for General Service employees will begin at 7:30 a.m. and end at 5:30 p.m. and for Public Works Employees will begin at 7:00 a.m. and end at 4:30 p.m.

Each employee electing to participate in flextime scheduling will select one day off during the two week pay period, which shall be either the first or second Monday or Friday of the pay period, with the alternate Monday or Friday being an 8-hour day.

Selection of the day off must be approved by the Department Head to ensure adequate department coverage. Designated days off may be changed only by written approval of the Department Head and the City Manager.

B. Individual employees may request flexible work schedules which meet their personal needs and the operational requirements of the department. Approval for reasonable flexible work schedules is subject to the operational needs of the department as determined by the Department Head and City Manager. The continuation of such schedules shall be subject to the Department Head review and approval of the City Manager.

C. The City Manager reserves the right to remove any (or all) employees from flexible work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. The employee shall not be removed from a flexible work schedule for arbitrary or capricious reasons.

42. REPORTING HOURS WORKED

A. Individual employees are responsible for accurately reporting time worked. All hours worked shall be reported by clocking in and out on the computer at their work station. Actual time worked will be recorded in straight time on a daily basis and tabulation of time at the end of the work period will be computed to the exact hour and fractional minutes. Such time shall be verified by the employees' supervisor.

B. The City acknowledges that from time to time a computer clock may gain or lose time, causing the clock to be off by minutes. The City agrees to take this into consideration whenever it appears that the computer clock has caused an employee to clock in late. If an employee becomes aware of such a problem with his/her computer, it should be reported immediately to their supervisor.

C. If access to a computer is not available, all hours worked by employees shall be reported on time sheets provided and shall be stated in straight time hours. The individual employee is responsible for accurately reporting all hours worked. Hours worked shall be reported in not less than quarter (1/4 or .25) hour increments of time actually worked. Time worked 7 1/2 minutes or less will not be reported and time worked in excess of 7 1/2 minutes will be reported as a quarter (.25) hour. Such time shall be verified by the employees' supervisor.

43. BREAKS

Each affected General Service employee shall be entitled to a sixty (60) minute lunch period and two breaks per eight-hour working day. The morning break is twenty (20) minutes and the afternoon break is fifteen (15) minutes. Breaks shall not be taken earlier than one hour after starting work in the morning or lunch, or later than one hour before lunch or the end of the working day.

Each affected Public Works employee shall be entitled to a 30-minute lunch period and two 20-minute breaks per eight-hour working day. Breaks shall not be taken earlier than one-hour after starting work in the morning or lunch, or later than one-hour before lunch or the end of the working day.

Breaks do not accumulate and will be scheduled by the employee's supervisor.

44. OVERTIME HOURS

A. Overtime shall be defined as time worked in excess of forty (40) hours in a standard seven (7) day work period and/or hours worked in excess of eight (8) hours in any calendar day (12 midnight to 12 midnight). The appropriate adjustment in computing overtime hours will be made for employees participating in an alternate 9/80 work schedule.

No overtime shall be accrued without department head approval in advance in writing. However, such approval shall be given in any case in which the affected employee worked such overtime at the direction of a supervisor. No overtime shall be accrued or compensated for the convenience of the employee (i.e. voluntary shift trading, etc.).

B. Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location.

C. When ordered to work in excess of forty (40) hours in the work week by Management, employees covered hereby who do work in excess of forty (40) hours in the work week shall be compensated as follows:

1. Regular Overtime: Compensation shall be made at the rate of one and one-half (1 1/2) hours for each hour worked in either compensatory time off or cash payment based on the employee's current base hourly wage at the employee's option. Regular overtime shall be credited when an employee subject to FLSA is required to work overtime as defined above and all hours worked in the work period total 40 hours or less.

2. Premium Overtime: When an employee subject to FLSA is required to work overtime and such overtime is in addition to 40 hours worked during the standard 7-day work period (exclusive of hours not worked as defined in Section 39C), such employee shall be compensated for all hours worked over 40 hours at the "premium rate".

3. Premium Rate: Premium rate is defined as the hourly value (when applicable) of holiday pay, interpreter pay, move-up pay, and the City-paid portion of the employee share of PERS added to the base hourly rate of said employee times one and one-half. An employee entitled to premium pay may elect to accumulate such hours as compensatory time off instead of being paid in cash. Such accumulated time will be credited at the time and one-half rate.

45. LEGAL HOLIDAYS

A. The City and the Union agree that the following days shall be observed as legal holidays by all affected employees at which time the City's administrative offices will be closed:

January 1st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Friday following Thanksgiving
December 25th	Christmas Day

B. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department Head and appropriate notification to the Administrative Services Department.

C. Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.

D. Nothing in this Memorandum shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

46. LEAVE REGULATIONS

A. ANNUAL LEAVE

The purpose of annual leave is to enable each eligible employee annually to return to work mentally refreshed. All employees in the competitive service shall be entitled to annual leave with pay except the following:

(a) Employees who have served less than six (6) months in the service of the City. However, leave credits for the time will accrue for each such regular full-time employee.

(b) Employees who work on a provisional basis, all employees who are not employed in a regular classified position, and employees who work 1040 hours or less per year.

B. LEAVE TIME (Leave Bank)

In place of separate leave accrual for vacation, sick leave, paid administrative leave and floating holidays, each employee will accrue leave in a Leave Bank that will be inclusive of all such leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave).

C. LEAVE ACCRUAL

Employees will accrue leave time based on years of service. Except as set forth in section "G" below, at the beginning of each fiscal year employees will receive a leave bank equal to his/her annual leave entitlement. The accrued leave time shall be subject to the following provision:

If employment with the City starts after July 1 or ends before June 30 of any fiscal year, accrued leave time will be prorated for the fiscal year in question. Upon termination of employment with the City, the cash value of any unused leave time in excess of that which would have been earned had it been granted on a pro-rated monthly basis and other outstanding obligations due the City shall be deducted from the final payment to the employee.

Accrued leave time can be taken off prior to the date of retirement and used to delay final date of employment if it is requested in writing and approved at least thirty (30) days prior to the scheduled date that such leave would begin.

Annual leave shall be accrued in accordance with the following established schedule:

LEAVE BANK SCHEDULE

(Days on leave bank schedule are figured as eight (8) hour days)

<u>Years of Service</u>	<u>Accrual</u>	
One through three	144 hours	(18 days)
Four through six	160 hours	(20 days)
Seven through ten	184 hours	(23 days)
Eleven	192 hours	(24 days)
Twelve	200 hours	(25 days)
Thirteen through fifteen	208 hours	(26 days)
Sixteen through eighteen	224 hours	(28 days)
Nineteen or more	232 hours	(29 days)
Thirty years (longevity benefit)	24 additional hours	3 additional days

At the beginning of each fiscal year, public works and general service employees will receive eight (8) hours of leave in their leave bank in addition to his/her annual leave entitlement set forth above.

D. LEAVE ELIGIBILITY

Employees are eligible for leave benefits the first of the month following one full month employment.

Employees classified as regular employees who work less than full-time, but more than 1040 hours a year and are eligible for leave benefits, shall be credited leave on a prorated basis.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference.

The City will make every effort to give maximum possible advance notice to the affected employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

In the event one or more municipal holidays fall within an authorized leave with pay, such holidays shall not be charged as leave, and the leave shall be extended accordingly.

E. NOTIFICATION FOR USE OF LEAVE BANK

Where use of accrued leave time is requested due to an emergency illness or other unexpected absence, the employee shall notify his immediate superior or Human Resources prior to, or within four (4) hours after the time set for beginning his/her daily duties.

An employee shall notify his immediate superior or Human Resources prior to, or within four (4) hours after the time set for beginning his/her daily duties when such leave is due to an emergency, unexpected or unplanned absence.

Except in cases of illness or extreme emergency, employees are required to make written requests through the appropriate supervisory channels for any use of accrued leave time as follows:

The written request shall be submitted at least two full working days in advance for leave requests of up to four working days; for leave requests of five working days or more, including requests related to planned medical treatment, the written request shall be submitted at least ten working days, but not earlier than ninety calendar days, prior to the beginning date of the requested leave. No use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

F. UNAUTHORIZED LEAVE

An employee's absence shall be unauthorized if such employee does not report his or her absence to his or her supervisor as designated by the department head within four (4) hours of his or her regular starting time, except in cases of emergency in which case the employee shall provide notification as soon as possible.

G. LEAVE BANK ACCUMULATION

A maximum of one hundred and twenty hours (15 days), pro-rated for regular part-time employees, of leave accrual will be the maximum allowed for carry-over at the end of a fiscal year, provided however, if at the end of year there are any leave bank hours over 120, the hours will be carried over and a commensurate number of hours shall be deducted from the employee's annual accrual in order that the maximum leave bank accrual not exceed an employee's annual accrual plus 120 hours.

H. LEAVE BANK CASH-OUT/OPTIONS

1. Each employee may cash-out up to eighty (80) hours (including any hours cashed out for furlough time) of any unused leave hours accrued at the beginning of the fiscal year, provided the employee retains an accrued leave balance of at least forty (40) hours in their leave bank. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made.
2. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

I. TREATMENT OF ACCRUED LEAVE UPON TERMINATION

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the Employee Flexible benefit Program. The employee also retains the separate options for the disposition of "existing sick leave credit" pursuant to Section 12 (Existing Sick Leave Credit).

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, his or her request for the agency to "hold" payment of his or her accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City Manager before any disbursement can be made.

J. ATTENDANCE, WAIVER OF RIGHTS

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Finance Division in the form and on the dates specified.

Failure on the part of an employee absent without leave to return to duty within twenty-four (24) hours, excluding weekends and holidays, after notice to return may be cause for immediate discharge, and such employee automatically waives all rights under Chapter 2.44, Carpinteria Municipal Code, as amended, and these rules. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

K. UNPAID LEAVE

Leave of Absence Without Pay

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said employee has accrued leave, compensatory time-off or (if appropriate) sick leave accrued on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

Department heads may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the Personnel Officer.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

Maternity/Disability Leave

Any employee who becomes unable to perform the duties of his/her position as a result of a non-occupational medical disability, and any employee who becomes disabled on account of pregnancy, may be eligible for a medical leave of absence without pay for a period of up to four months.

The City reserves the right to request at any time that an employee confirm the existence of his/her disability with a written verification from a licensed physician. The City further reserves the right to require written verification from a licensed physician when an employee's disability has ceased before permitting the employee to return to work.

Employees whose disability leaves can be anticipated are required to provide two weeks advance written notice of the anticipated start of their period of disability and how

long they expect to be on disability leave. Except as otherwise required by law, the granting of disability leave is at the sole discretion of the City.

The effective day such leave shall begin and end shall be mutually agreed upon between such employee and the department head and in the absence of any such agreement at the time, a physician chosen by the City shall certify that such employee is not able to work.

As soon as the disability/pregnancy is known, the employee shall be required to place a doctor's certificate on file in Human Resources Department certifying the fact that he/she is in good health and able to continue work. No employee shall be authorized leave without pay if said employee has accumulated and accrued leave time, compensatory time or (if appropriate) sick leave accrued on the books of the City. In no case shall disability/maternity leave be approved for more than six (6) months duration without certification from a doctor and approval of the City Manager.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is authorized leave without pay in excess of five (5) days. In case of maternity/disability leave only the City will continue to pay the health insurance premium for ninety (90) days after all accumulated leave has been used and the employee is on leave without pay. Following the ninety (90) day period, the employee on leave without pay shall be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave.

An employee eligible for family care leave shall not be eligible for leave under this section for disability, except as required under State or Federal law (for example, right to pregnancy disability leave under State law).

Family Care Leave as Provided for under California and Federal Law

Employees with at least one year of continuous service may be entitled to family care leave as provided for under California and Federal law for the following reasons: (1) The birth of a child or to care for a newborn of an employee; (2) The placement of a child with an employee in connection with the adoption or foster care of a child; (3) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition; (4) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position; (5) Leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on covered active duty or call to active duty status (under the FMLA only, not the CFRA); or (6) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for a covered service member) of leave during any 12-month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

The employee may be required to exhaust any other accrued paid leave time, other than accrued sick leave credit, before receiving additional family care leave. With the approval of the department head, an employee may also use accrued sick leave as a substitute for family care leave. The amount of such other leave will be deducted from the total amount of family care leave provided in the section.

Whenever possible, the employee is required to provide at least 30 days written advance notice of the request for family care leave otherwise the employee must provide as much advance notice as possible and, at a minimum, notice as soon as practical after the date of learning of the event necessitating the leave. If the employee can control when the leave may be required (for example, leave for a planned medical treatment), the employee may be requested to schedule the leave in a manner that will minimize disruption to City operations to the extent that is medically acceptable.

A written request for family care leave on the form provided by the City should be given to the Personnel Office specifying the reason for family care leave and the anticipated dates of the leave. Upon request the employee may be required to provide a medical certificate supporting a leave request.

The City may require that, at City expense, the employee obtain the opinion of a second health care provider designated or approved by the City. If the second opinion differs from the original medical certificate the City may require, at its own expense, that the employee obtain the opinion of a third health care provider, approved by both the City and the employee, whose opinion will be final and binding.

Family care leave may be denied if the employee has not complied with the procedures in this policy or if the leave would constitute an undue hardship to the City. When the employee request leave due to his/her own serious health condition, prior to returning to work following the leave the employee must obtain a certificate from a health care provider stating that the employee is able to resume work.

L. EXISTING SICK LEAVE CREDIT AND USE OF LEAVE BANK FOR ILLNESS

Employees with sick leave credit accrued prior to implementation of the Leave Bank July 1, 1992, who were allowed to carry forward this existing sick leave credit, shall be allowed to charge any full day away from work due to personal illness or up to five (5) days family sick leave per year to his/her accrued sick leave credit.

In order to receive compensation from this accrued sick leave credit while absent on sick leave, the employee shall notify his immediate superior or Human Resources prior to or

within four (4) hours after the time set for beginning his daily duties, or as may be specified by the head of his department.

When absence is for more than three (3) workdays, the employee may be required to file a physician's certificate or personal affidavit with Human Resources properly certifying the need for the absence.

The City reserves the right to require an employee to provide a doctor's statement certifying his/her ability to resume his/her normal work duties prior to allowing the employee to return to work following an absence due to illness/injury of more than three working days.

Not more than five (5) days of existing sick leave credit each calendar year may be taken in case an employee's presence is required elsewhere because of sickness or disability of members of his immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, or other individuals whose relationship to the employee is that of a dependent or near dependent. Accumulated vacation time, compensatory time or leave without pay may be used in cases of family illness when approved by the department head.

Upon termination of service with the City after five (5) years of continuous service, except termination for cause, the employee may exercise one of the following options:

(a) Receive payment for the unused sick leave credit at the rate of twenty five percent (25%) of their then prevailing hourly base pay; or

(b) Unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration to the employee, may be converted to additional service credit as provided for in the City's PERS contract, Section 20862.8.

M. DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE

An employee eligible for benefits, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued leave time or compensatory time. The City shall cooperate with the employee in providing time off, using accrued leave time, or compensatory time, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head.

Such leave of absence shall not be allowed in any case where, in the proceeding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Head approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

N. HOLIDAYS

The days to be observed as legal holidays and provisions for holiday pay are addressed in the Article 44 of this Memorandum of Understanding for the recognized employee organizations and/or appropriate units.

O. JURY DUTY

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself from his duties with the City during the period of such service or while necessarily being present in court as a result of such call. Said employee shall continue to receive his/her full compensation from the City while serving such jury duty, but shall reimburse the City the amount of daily per diem fees (exclusive of travel expenses) paid to such employee while acting as a juror.

P. CONFLICT OF LAWS

In the event of any conflict between the provisions of this Resolution and Federal or State laws, such Federal or State laws shall prevail. In the event of any conflict between the provisions of this Resolution and any Memorandum of Understanding with a recognized employee organization adopted pursuant to the Meyers-Milias Brown Act, the provisions of such Memorandum of Understanding shall prevail.

SECTION D - SPECIAL PROVISIONS

47. ANNIVERSARY DATES

Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth.

48. PROBATIONARY PERIOD

A. Each regular City employee will serve a one-year probationary period. The probationary period for each regular City employee shall begin on the first day of employment.

B. The parties agree that in the case of probationary employees who are absent from their duties for whatever reason for a period of 5 or more consecutive working days, that said employee shall have such absent time added to the probationary period and shall not be deemed to have completed probation until such time missed is completed satisfactorily. The employee probationary period may be extended up to six (6) months as determined by the City Manager.

49. PROHIBITED LEAVE WITHOUT PAY

The parties agree that no employee shall be authorized leave without pay if said employee has accumulated hours in his/her leave bank or accrued compensatory hours on the books of the City.

50. PAYCHECKS AND METHOD OF PAYMENT

A. All affected employees shall be paid on a bi-weekly basis and pay checks shall be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur, in which case all necessary action will be taken to insure that individual pay checks are available with a minimum of delay.

B. Direct deposit of paychecks into individual bank accounts shall be an option available to employees.

C. All compensation for a given pay period shall be included in one pay check unless the City finds that under a given circumstance, more than one check should be issued. Payment for buy-out of leave time or other special pay (including corrections of any error) may be paid by separate check. An employee may receive a separate check for compensatory time buy-out providing that the employee submits a written request to the Finance Division for such payment at least one week prior to the end of the payroll period.

51. PAY STATUS

An affected employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

- (1) While working regular hours
- (2) While on authorized Leave Bank hours
- (3) While on authorized IOD status
- (4) While on authorized jury duty

The City Manager may authorize coverage of benefits on an individual basis for appropriate occasions for employees on authorized leave without pay for a period of up to four (4) months.

52. OUTSTANDING OBLIGATIONS UPON TERMINATION

If any affected employee has any outstanding obligations due to the City, such as advance use of any benefits subject to pro-rata distribution based on the proportion of the fiscal year served or lost or damaged equipment, at the time of termination, such amounts shall be deducted from the cash value of any accumulated or unused compensatory time, vacation or base wages prior to final payment of such amounts to the employee.

53. MINOR MODIFICATION OF WORK SCHEDULES

Notwithstanding Article 6 of this Memorandum, the City Manager or his designee may, with the agreement of the Affected Employee, make minor modifications to the affected employee's work schedule with respect to lunch hours, starting and/or ending times. Management will make every effort to "group" modified work schedules for Public Works employees, i.e., if an employee is to start work at 5:00 AM for street painting and the job will last 3 days, all 3 days will be scheduled consecutively.

54. LAYOFF PROCEDURES

A. Whenever, in the judgment of the City Council, it becomes necessary in the interest of the economy, or because of the necessity for a position to no longer exist, the City Council may abolish any position in the competitive service; and the employee holding such position for employment may be laid-off without taking disciplinary action or the right of appeal. The layoff will be made in accordance with the relative seniority of the employees in the affected class as determined by the City Manager.

B. The City agrees to inform the Union when changes occur which result in layoff(s) affecting the employee(s) covered by this MOU. The City shall provide the Union, at least thirty (30) calendar days prior to the effective date, the designation of class(es) affected by layoff(s).

C. The City shall give all employees affected by layoff at least thirty (30) calendar days written notice of impending layoff. The notice shall include the following:

- The effective date of the layoff
- The reason for the layoff
- The vacant job classifications, if any, for which the employee may qualify

A statement that the employee being laid off shall be placed on a re-employment list for one (1) year.

D. If affected employee demotes/transfers into another position within the organization that he/she held in the past and has had a satisfactory or better performance evaluation in the past twelve (12) months, the affected employee will not be put on probation.

E. If affected employee is hired into another classification, for which he/she has had to compete, the probationary period shall be only six months.

55. EMPLOYEE ASSISTANCE PROGRAM

The City and the representative organization agree that assisting employees to function at their peak level of efficiency and to maintain the highest level of both physical and psychological health and wellness is of great importance to the City, the representative organization and individual employees. In recognition of this understanding, the City agrees, in consultation with the representative organization to establish an Employee Assistance Program (EAP) for all regular employees. Contract costs for the basic EAP program shall be paid by the City and specialized, extended services shall be the employee's responsibility.

56. PARTICIPATION IN CITY-SPONSORED PARKS AND RECREATION PROGRAMS

The City agrees to provide special employee rates to all eligible full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs.

A. Eligible employees will receive a fifty percent (50%) discount on tuition only for City sponsored programs, not limited to but including the Swim Team, Aqua Camp, Junior Life Guard Program, After School Program and various other City-offered recreation programs.

B. The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%).

C. Regular recreation rental equipment will be available at fifty percent (50%) discount of the regular rental rate during normal rental business hours.

D. Should other recreational programs be offered in-house by the City, these may be included under the terms of this Memorandum.

57. SAFETY EQUIPMENT

A. All newly employed public works employees shall be furnished a complete set of personal safety equipment consisting of the following items:

- | | |
|-------------------------------------|-----------------------------|
| 1 ea Respirator Kit | 1 set ear plugs |
| 1 pair protective goggles | 1 safety vest |
| 1 ea hard hat | 1 set rain gear |
| 1 pair safety glasses (if required) | 1 pair steel-toe rain boots |
| 1 pair steel-toe work boots | |
| 1 pair leather work gloves | |
| 1 pair rubber work gloves | |
| 5 pair work socks | |

B. Following successful completion of probation and gaining regular status, the City agrees to establish an equipment replacement fund to the credit of each affected employee in the amount of \$350 per fiscal year for each year of this Memorandum for direct purchase through the City for costs of optional personal equipment as identified herein.

C. Equipment purchased under the provisions of this article shall become the personal property of the employee to be used for work purposes. There shall be no cash out or carry-over of the equipment replacement fund. The benefit will be prorated to date of regular status.

D. Equipment replacement items to be purchased by the employee under this program include: steel-toe work boots, steel-toe rain boots, prescription safety glasses (if required), optional leather and/or rubber work gloves, work socks and optional safety vest. Other optional items may include work belt, winter safety jacket, safety color baseball cap, safety color sweat shirt or heavy shirt or other personal safety equipment. Any such purchases not listed herein will be subject to the prior approval of the Public Works Director or his authorized representative.

E. Nothing in the foregoing provisions shall alter or otherwise modify an employee's obligation to maintain his/her safety equipment in an acceptable working condition. Supervisors shall have the responsibility to ensure that employees are using appropriate safety equipment. If an employee does not possess or is not using appropriate safety equipment, the employee may be placed on unpaid leave until such time as he/she purchases the necessary equipment.

58. SAFETY TRAINING

The City agrees to provide at least one-hour per calendar month during normal working hours for formal safety meetings of public works employees. There is no intention by this article to limit maximum number of hours during normal working hours that such safety meetings may be held and such maximum limits, if any, shall be determined by management as deemed necessary and in the best interest of the City. (See Article 6.)

59. UNIFORM MAINTENANCE

The City and the Union agree that employees required by the City to wear field uniforms furnished by the City, shall have the full cost of the uniform maintenance paid by the City.

Field uniforms are not to be worn off-duty. If uniform is worn going to and from work, in order to not give the appearance of an employee being on duty when he is officially off duty, the City's uniform insignia or badge must not be visible.

The City retains full and complete control over the administration of the uniform maintenance program. Uniforms must be turned in each week for cleaning and maintenance.

60. STANDBY PAY

Only the City Manager or Acting City Manager may order standby status. When on standby status, an employee shall be required to be on call during normal time off, accessible by telephone or other agreed upon electronic devise and available to report to work immediately.

The City agrees to pay \$24.00 per twenty-four (24) hour period or portion thereof in excess of four (4) hours when any Public Works employee is required to-be on call on a standby basis at home during normal time off. This does not include informal alerts or requests to keep the City Manager or Acting City Manager advised of whereabouts during possible emergencies.

An employee on standby status must be in physical condition to adequately to perform his/her duties and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of his/her duties.

61. POTENTIAL CONTAGIOUS ILLNESS

The City recognizes that any employee who reports to work displaying symptoms of potentially contagious illness should avoid close personal contact with others and such employee shall be encouraged to see a physician. This does not preclude in any way management's right to direct City employees.

62. SPECIAL LICENSE

In the event that any special licenses are required in the future for application of chemicals by Public Works personnel, the City agrees to meet and confer on that issue prior to making any final determinations regarding such license requirements.

63. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

A. The parties agree that prior to scheduling any employee to work at the Household Hazardous Waste Facility the City will provide all necessary training in the handling of household hazardous waste materials relative to the collection and cataloging of household hazardous waste materials and proper management of the facility.

B. Employees assigned to the Collection Facility will be compensated an additional five percent (5%) of their hourly rate of pay on the scheduled work date for actual hours worked.



64. ANNUAL PULMONARY FUNCTIONAL TESTS

Maintenance Workers in the Public Works Unit shall receive an annual Respirator Clearance examination (pulmonary function test) at City expense, including appropriate medical testing to determine cardiopulmonary health of the individual as recommended by the medical facility. The City will schedule the necessary appointment through a medical facility. In addition, respiratory kits will be tested and fitted annually.

CITY OF CARPINTERIA

APPROPRIATE UNIT CLASSIFICATIONS

CARPINTERIA GENERAL SERVICES EMPLOYEES UNIT

POSITION TITLE

Administrative Assistant
Community Development Department

Receptionist/Office Assistant

CARPINTERIA PUBLIC WORKS EMPLOYEES UNIT

POSITION TITLE

Maintenance Technician

Maintenance Worker II

Maintenance Worker I

EXCLUSIVE UNIT REPRESENTATIVE

Service Employees International Union - Local 620

Dated and Certified By:

David Durlinger
City Manager

Dated

City of Carpinteria
Policy on Public Employee Personal Use of
Telecommunication Equipment, Electronic Mail, Voice-Mail
and other computer systems

PURPOSE

City-owned telecommunication equipment, computer hardware and software is intended to be used for business purposes. Electronic mail, known commonly as e-mail, is now a primary vehicle for communication in the workplace. As the use of e-mail increases, the need for a comprehensive policy clarifying the City's policy on personal use of City equipment becomes important to clarify the rights and obligations of employees and as a protection from potential liability for employers.

POLICY

The City of Carpinteria maintains and utilizes, as part of its operations, a computer system, voice-mail, e-mail and other systems. These systems are provided to assist employees in the conduct of City business. All computers and data stored on them, as well as all voice-mail and data stored on it, remain at all times, the sole property of the City of Carpinteria. As such, all voice-mail, e-mail and other messages composed, created, sent and received are, and remain, the property of the City of Carpinteria.

Use of computer systems, including voice-mail and e-mail systems, the Internet and other telecommunications capabilities for the conduct of personal business is discouraged and is to be limited to emergencies or urgent matters. All employees should be cognizant of the fact that the City of Carpinteria retains the right to inspect messages transmitted over or stored on the City's system without prior notice to employees and, further, that under certain circumstances, communications sent by e-mail may be discoverable in lawsuits and, under the California Public Records Act, the media or members of the public may obtain copies of certain employer e-mail records that qualify as documents required to be disclosed under the act.

Abuse or improper use of the computer systems, such as unprofessional or sexually explicit comments, messages that are derogatory, defamatory or obscene or otherwise inappropriate, is prohibited.

- ◆ *Except* for the right of the City of Carpinteria to access voice-mail and e-mail messages as described in this policy, all messages sent by voice-mail and e-mail are considered to be confidential and, as such, are to be accessed only by the addressed recipient or at the direction of the addressed recipient. Information or messages from a voice-mail or e-mail system will be revealed only to authorized personnel and disclosed only on a legitimate need-to-know basis.
- ◆ Although voice-mail, e-mail and other computer systems may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. All passwords must be made known to the City in writing and passwords not known to the City may not be used. The use of encryption software is prohibited unless approved, in writing, by the City.

- ◆ The City reserves the right to monitor, review and audit all City equipment and matters sent over and/or stored in the system to ensure that these media are being used in compliance with the law and the City policy.
- ◆ Voice-mail, e-mail and other computer generated or stored messages may not contain material that may reasonably be considered offensive or disruptive to any employee, including, but not limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that might offend someone based on his/her age, gender, sexual orientation, race, religious or political beliefs, national origin or disability.
- ◆ Employees may not install software on the computer system, even on a temporary basis, without the written approval of the City.

APPLICATION

This policy applies to all employees and applicants for positions with the City of Carpinteria.

The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate.

EMPLOYEE RESPONSIBILITY

- Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.
- To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at his or her own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.
- ◆ Employees learning of any misuse of the voice-mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or his/her designee.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.

EMPLOYEE ACKNOWLEDGEMENT

I have read, understand and agree to abide by the foregoing City policy regarding Public Employee Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and Computer Systems.

Print Name

Signature

Date

APPENDIX C

CITY OF CARPINTERIA

GENERAL SERVICES/PUBLIC WORKS EMPLOYEE CLASSIFICATION PLAN

ANNUAL BASE COMPENSATION

<u>POSITION</u>		<u>A STEP</u>	<u>E STEP</u>
Administrative Assistant (CDD)	GS 112	\$44,769.46	\$54,418.16
Receptionist/Office Assistant	GS 100	\$33,288.96	\$40,462.94
Maintenance Technician	PW 108	\$40,599.37	\$49,300.17
Maintenance Worker II	PW 108	\$40,599.37	\$49,300.17
Maintenance Worker I	PW 102	\$34,974.22	\$42,511.38



*City of Carpinteria
Human Resources Division
5775 Carpinteria Ave.
Carpinteria, CA 93013
(805) 684-5405 x 404*

MEMORANDUM

DATE: June 8, 2012

TO: Cynthia Goena, Bruce Corsaw, SEIU Representatives
Lorena Esparza, Luis Mendoza, Employee Representatives

FROM: David Durlinger, City Manager

RE: Labor Management Committee

The parties agree to meet in a joint Labor/Management Committee to discuss issues of mutual concern. The Labor Management Committee shall be comprised of two (2) members of the Union, a Union Representative, the Human Resources Administrator and the City Manager or his designee. The purpose of the Committee is to discuss issues that contribute to or detract from positive, productive employee-employer relations involving employees in the Union, and to discuss budget update information. The Committee shall meet in October and April of each year, and as needed at other times by mutual agreement. The Committee shall meet during normal working hours, and the employees shall be entitled to release time in accordance with section 19 of this Agreement. Meetings under this provision shall not be considered meet and confer sessions.