

**MEMORANDUM OF UNDERSTANDING**

between the

City of Hollister

and the

Service Employees International Union, Local 521

July 1, 2015 - June 30, 2018

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**Article 1. Preamble**

This Memorandum of Understanding is entered into by the City of Hollister, hereinafter referred to as "City", and the Service Employees International Union, Local 521, CTW-CLC, hereinafter referred to as "Union," having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU). It is understood that the provisions set forth the full and complete understanding of the parties in accordance with Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act.

**Article 2. No Discrimination**

The City and Union agree that there shall be no discrimination against any employee in the unit because of race, religion, creed, political affiliations, color, national origin, ancestry, age, sexual orientation, or sex, unless defined as a bona-fide occupation qualification as defined by Federal or State law. The City and Union also agree not to discriminate against any employee for his/her activity on behalf of, or membership in or lack of membership in, the Union. Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the grievant would not have occurred.

**Article 3. Recognition**

Pursuant to Section 3500-3510 of the Government Code, the City certifies the Union as the recognized majority representative for all regular career, full-time employees in the General Unit. The General Unit includes all classifications of non-management, non-supervisory, and non-confidential employees in the City other than those classifications designated as local-safety in the Police and Fire Departments and the classes of Police Services Officer, Police Services Supervisor, and Multi Services Officer.

**Article 4. No Abrogation of Rights**

This M.O.U. does not modify any City Council rights.

**Article 5. Maintenance of Benefits**

The articles included in this agreement constitute a full and complete agreement with the City and Union on all matters within the scope of representation for the period stated in Article 17. Term Of Agreement. All present resolutions, ordinances, rules and regulations, practices and policies covering matters within the scope of representation will continue in force and effect during said period without change, except to conform to the terms of this M.O.U. subject to meet and confer. Notice of any matter proposed to be changed will be provided to the Union in a timely fashion.

**Article 6. Salary and Special Compensation**

**A. Salary Adjustment**

Effective upon execution of the MOU, as part of a joint savings arrangement between the City and the Union for health care coverage, the City shall provide a one-time retention incentive payment in the amount of \$1,250.00 to each unit employee. First payment to be issued no later than the first full pay period after the execution of the MOU.

1. The City shall apply a two and a half percent (2.5%) across-the-board increase to the base salary of all unit classifications. Said payment to be issued no later than the first full pay period after January 1, 2016.
2. The City shall give a one-time retention incentive payment in the amount of \$1,000.00 to each unit employee still currently employed effective the first full pay period of July 1, 2016.
3. The City shall apply a two percent (2.0%) across-the-board increase to the base salary of all unit classifications effective the first full pay period of January 1, 2017 and the City shall provide a one-time retention incentive payment in the amount of \$1,000.00 to each unit employee still currently employed on January 1, 2017. Said payment to be issued no later than the first full pay period after January 1, 2017.
4. The City shall apply a one percent (1.0%) across-the-board increase to the base salary of all unit classifications effective the first full pay period of July 1, 2017.

**B. Retirement**

**1. Contribution**

**Tier 1**

- a. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS "2.5% @ age 55" Retirement Benefit Plan shall pay eight percent (8%) of their Compensation as part of the Employees' contribution.

**Tier 2**

- b. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Miscellaneous CalPERS "2% @ age 60" Retirement Benefit Plan shall pay seven percent (7%) of their Compensation as part of the Employees' contribution .

**Tier 3**

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a "new member" under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

**2. 1959 PERS Survivor Death Benefit**

The City shall provide the PERS Section 21574 "Fourth Level 1959 Survivor Death Benefit" for all eligible unit members for the term of this contract. The City shall pay the employer rate contribution. The employee shall pay the member rate contribution.

**3. One-Year Final Compensation Benefit**

The City shall provide the PERS Section 20042 "One Year Final Compensation" benefit for eligible unit members.

All new employees hired on or after January 1, 2013, and who are defined as a "new Member" under PEPRA, are subject to the new Benefit Formulas, Final Compensation Period, and Contribution requirements as established by the PEPRA.

**C. Bilingual Allowance**

Employees who perform technical bilingual skills (reading, writing, translation) and who successfully pass a City-administered proficiency test shall receive an allowance of one hundred twenty-five dollars (\$125.00) per month.

**D. Compensatory Time**

**1. Overtime**

Employees shall have the option to either receive paid compensation at a rate one and one-half (1 ½) times the employees regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, or to take compensatory time off from duty at a rate of one and one-half (1 ½) times the amount of each overtime hour worked which exceeds eight (8) hours per day or forty (40) hours per week.

**2. Holidays**

Employees who work holidays shall have the option to either receive paid compensation at a rate one and one-half (1 ½) times the employees' regular pay rate plus receive the employees' regular paid compensation for the holiday, or to take compensatory time off from duty at a rate one and one-half (1 ½) times the amount of each hour worked plus receive eight (8) hours regular paid compensation. Employees who are called in on holidays shall also receive this option.

**E. Overtime and Holiday Pay**

**1. Overtime Pay**

Any employee represented by this unit who is authorized or required to work overtime in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half for each hour worked.

**2. Holiday Pay**

Any employee represented by this unit who is authorized or required to work on any City recognized holiday shall be compensated at the rate of time and one-half for each hour worked, in addition to regular pay for the holiday.

**3. Maximum Accrual**

Employees may accumulate a maximum of 240 hours (160 FLSA overtime hours worked) in their "comp time bank".

**4. Compensatory Time Conversion To Cash**

Employees may convert accumulated compensatory time to cash as follows:

- a. Twice during the fiscal year an employee may request a cash payment of accumulated Compensatory Time Off (CTO).
- b. Requests for payment must be made in writing to the Finance Department at least thirty (30) days in advance of June 1st and December 1st of each year.
- c. Cash payment of CTO shall be paid on the first pay day which follows June 1st and December 1st of each year.

**F. 24-Hour Hazardous Materials (Hazmat) Certification Premium Pay**

Employees covered by this agreement who are required to perform duties and respond to emergency situations involving exposure to hazardous materials, and who possess and maintain a 24-Hour Hazardous Materials Technician Level III certification that meets 29 CFR 1910.120(q) shall be paid premium pay of five percent (5.0%) so long as they are assigned such responsibilities and maintain current certification for this Premium Pay.

Eligibility shall be effective on the first Payroll Period following ratification of this Memorandum of Understanding.

The City will review annually the number and types of occurrences to which employees qualifying for this premium pay are called to respond to in order to determine the cost-effectiveness of maintaining this program. The City reserves the right to re-negotiate the amount of the premium pay in consideration of the number and magnitude of the incidents, the actual response by the employee(s) both during and outside normal business hours, and other factors deemed relevant by the City.



**G. Heavy Equipment Operation Premium**

Effective upon execution of this M.O.U., Employees in the class of Maintenance Worker I/II, Senior Maintenance Worker, Junior Water Operator, and Water Operator I/II who maintain a Class A license and operate heavy equipment shall receive a premium payment of one dollar (\$1.00) over his/her regular base rate for each hour worked.

**H. License Certification**

**1. Land Surveyor License Certification**

All employees who possess and maintain a valid California Land Surveyor License shall receive Annual Incentive Pay of five percent (5.0%) of base salary, payable as part of the employee's bi-weekly payroll.

**2. Qualified Stormwater Developer (QSD)/ Qualified Stormwater Practitioner (QSP) Certification**

An employee who possesses and maintains a valid QSD/ QSP Certification as required by the State of California for storm water best management practice shall receive Annual Incentive Pay of five percent (5.0%) of base salary, payable as part of the employee's bi-weekly payroll, if the employee's job assignment as determined by the City Manager requires the individual perform the work.

**I. Longevity Pay**

A longevity bonus shall be paid to employees of this unit who complete the following specified consecutive years of service after the effective date of this M.O.U.:

| <b><u>NUMBER OF<br/>CONSECUTIVE YEARS</u></b> | <b><u>LONGEVITY BONUS</u></b>              |
|---|--|
| <i>10 -14 Years</i>                           | <i>Three Percent (3.0%) of Base Salary</i> |
| <i>15 -19 Years</i>                           | <i>Six Percent (6.0%) of Base Salary</i>   |
| <i>20 or more Years</i>                       | <i>Nine Percent (9.0%) of Base Salary</i>  |

Unit members who have achieved a longevity bonus prior to July 1<sup>st</sup>, 2009 shall be entitled to receive the difference between the previous longevity bonus and the increased longevity bonus provided in this M.O.U. so that the net result is that employees receive the same bonus amount with equivalent years of service.

**J. Standby Pay**

Employees covered by this agreement who are assigned to standby duty shall be paid two-hundred fifty dollars (\$250.00) for each week that they are so assigned or when there is a staff issue determined by management, prorated to a daily amount. The City shall have full discretion in making and administering standby assignments. This shall include, but not be limited to, the authority to:

1. Require an employee to be available at all hours by telephone or to use a pager.
2. To restrict travel.
3. Require employee to refrain from activities which would impair the ability to respond to emergency situations.

Management agrees to involve employees in discussions regarding standby policy modifications.

Standby assignments shall be scheduled three (3) months in advance to provide even distribution of on-call assignments to the extent possible. However, schedule adjustments may be necessary due to illness, vacation, vacancy, and/or other types of approved leave.

**K. Uniform Allowance**

An allowance for the maintenance of uniforms in the amount of sixty dollars (\$60.00) per month will be granted to employees in the classifications of Animal Control Officer and Animal Control Officer Assistant when said employees are required to wear a uniform.

An amount of three hundred fifty dollars (\$350.00) will be paid upon initial employment and every anniversary date of any employee in the classification of Animal Control Officer and Animal Control Officer Assistant for the purchase of uniforms.

**L. Cell Phone Allowance**

At the execution of the M.O.U., the City will pay a cell phone allowance of \$40 per month to eligible employees (Water Maintenance Operator II, Senior Maintenance Worker, Wastewater Treatment Plant Operator II, Utility Engineer, Assistant Engineer, and Public Works Inspector) and those who are assigned by management to maintain a cell phone. Employees receiving this allowance shall keep the phone in service at all assigned times and shall maintain the phone in proper working order at the employee's expense. No employee will be allowed the Cell Phone Allowance if they also maintain a City provided Cell Phone. City has no financial responsibility for lost or damaged cell phones.

**M. Cross-Connection Specialist Certification**

At the execution of the M.O.U., an employee who possess and maintains a valid California/Nevada Cross-Connection Specialist Certification shall receive Annual Incentive Pay of five percent (5.0%) of base salary, payable as part of the employee's bi-weekly payroll, at the City Manager's discretion, if the employee's job assignment requires the individual to perform the work.

**N. Notary Public Commission Pay**

Any Union Employee who possesses, maintains, and is **authorized** by management to use a Notary Public Commission license on behalf of the City shall receive an allowance of one hundred twenty-five dollars (\$125.00) per month. Employees who receive Notary Public Commission Pay shall remain subject to the needs and requirements of the City. The Commission Pay will be payable as part of the employee's bi-weekly payroll.

**Article 7. Insurance**

**A. Description**

The City of Hollister Flexible Benefits Plan/Cafeteria Plan (hereinafter "Plan") is available to full-time employees (hereinafter "Employees"). There will be three participation levels as referenced under Section [E]. Optional benefits are listed below. Once an election is made, it will remain in force until the next open enrollment period. A Third Party Administrator (T.P.A.) fee will be paid by the employees that participate in the Plan.

**B. Health Insurance Options**

The City shall provide employees with the choice of participating in either the Public Employees' Medical and Hospital Care Act (PEMHCA) program offered by CALPERS or the Anthem Blue Cross HMO program.

**C. IRS Code Section 125 Flexible Benefits/Cafeteria Plan**

1. The City shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.
2. The City shall contribute towards the PEMHCA or Anthem Blue Cross HMO medical, dental and vision care plan amounts allocated in accordance with the City's IRS Code Section 125 Flexible Benefits/Cafeteria Plan as specified below.
3. The City shall allocate specified amounts of "Flex Credits" to the employee's flexible benefit account. These amounts shall consist of the following:
  - A. An amount up to and not to exceed the City's contribution towards medical insurance, based upon either the Anthem Blue Cross HMO or PEMHCA's PERS Choice medical plans, whichever plan is greater for Calendar year 2015. For Calendar year 2016, it will be whichever plan is the lessor of the two plans. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.

- B. An amount equivalent to the City's contribution towards dental insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
  - C. An amount equivalent to the City's contribution towards vision insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
4. In the event that surplus Flex Credits are available, all Union Employees shall have the option to allocate such Flex Credits to one or more of the following:
- a. Union Employees' Flexible Spending Account.
  - b. Roth Individual Retirement Account (IRA).
  - c. ICMA or City-authorized 457 Deferred Compensation Plan.

If a Union Employee's residual "Flex Credits" are reduced, the employee will have the responsibility to pay the contribution no longer covered by the Surplus Flex Credits.

5. Employees who waive either dental and/or vision coverage shall have the option to apply available flex credits towards the cost of any optional premium listed in the respective sections below. The cost of the optional premium not covered by available flex credits shall remain the employee's responsibility.
6. Employees who elect to waive any or all health coverage shall be subject to the terms and provisions described under Section [J] below.

#### **D. Terms for Health Care Participation**

Participation and coverage in the medical, dental, and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

#### **E. Health Care Contributions**

##### **1. Employee-only Premium**

The City shall contribute towards the medical, dental, and vision insurance plans an amount equal to the employee-only premium at the time of adoption of this M.O.U. for each member of the unit for the term of this M.O.U. The employee-only premium for medical insurance shall be based on the higher premium of either PEMHCA's PERS Choice or Anthem Blue Cross HMO for Calendar year 2015. For Calendar year 2016, it will be whichever plan is the lessor of the two plans.

**2. Employee Option for Dependent Coverage**

For those employees who elect the option for dependent coverage for medical, dental, and vision insurance plans, the City shall contribute monthly amounts toward such dependent coverage based upon the higher premium for Calendar year 2015 and the lower of the two for Calendar year 2016 of either PEMHCA's PERS Choice or Anthem Blue Cross HMO in accordance with Section [C] above, so that the employee pays no more than the following:

|                                |                 |
|--------------------------------|-----------------|
| <i>Medical - One Dependent</i> | <i>\$ 32.55</i> |
| <i>Medical - Family</i>        | <i>\$ 57.54</i> |
| <i>Dental - One Dependent</i>  | <i>\$ 8.69</i>  |
| <i>Dental - Family</i>         | <i>\$ 19.39</i> |
| <i>Vision - One Dependent</i>  | <i>\$ 29.93</i> |
| <i>Vision - Family</i>         | <i>\$ 29.93</i> |

**F. Vision Insurance**

The City shall provide a vision care insurance plan which is available to eligible unit members and qualified dependents during the term of this M.O.U.

The City shall offer vision care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

**G. Dental Insurance**

The City shall offer dental care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

**H. Life Insurance**

The City shall provide term life insurance in the amount equal to \$50,000.00 for each member of the unit for the term of this M.O.U. Additional term life insurance may be purchased by the employee in increments of \$10,000.00 up to a total of \$250,000.00.

**I. Long Term Disability Insurance**

The City agrees to provide to all employees within this unit at City cost a Supplemental Long Term Disability Plan, coordinated with other existing benefits to provide no more than a thirty (30) day exclusion or elimination period; no less than a one year benefit for accident or illness; and a minimum scheduled benefit of sixty-six percent (66%) or two-thirds (2/3) of gross salary to a maximum of \$3,500.00 per month for the term of this M.O.U.. The City in its sole discretion shall select the Supplemental Long Term Disability Plan carrier that meets these requirements.

**J. Health Insurance Waiver Option**

1. Effective January 1, 2014, employees within this bargaining unit who elect not to participate in the City's health care insurance program will be compensated in an amount as follows:

|         |                      |
|---------|----------------------|
| \$535   | Employee Only        |
| \$1,075 | Employee plus one    |
| \$1,380 | Employee plus family |

The compensation will be based on the employer's contribution towards the premiums for the City's health plan at the level in which the employee was participating (employee only, employee plus one dependent, employee plus two or more dependents) at the time of waiving City insurance coverage in accordance with Section [3] below. This cash amount will be paid as part of the employee's bi-weekly payroll.

2. Employees within this bargaining unit shall be eligible to elect not to participate in the City's health care program only after participating under the same level of the City's health care insurance plan for a minimum period of one year immediately preceding the election.
3. Employees within this bargaining unit electing not to participate in the City's health care insurance program must annually provide proof of medical insurance coverage in order to maintain payment under this waiver option.
4. In addition to the coverage options specified under Article 7. Insurance of the Memorandum of Understanding between the City of Hollister and the Service Employees International Union, Local 521, the following optional health benefits shall be available to the employees of this bargaining unit.

**K. Optional Health Benefits**

Employees that have elected to participate in a City offered medical plan can also elect to participate in the optional benefits. If the employee has any surplus flex credits after making all elections required to participate in the medical insurance, the employee can use that surplus toward optional qualified insurance benefits or one or both of the pre-tax spending accounts. Employees that wish to participate in the optional benefits plan, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

Employees may pay the premiums for the following benefits on a voluntary basis:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Group Term Insurance up to \$50,000.00 for Employees only
- Accidental Death and Dismemberment Insurance
- Short Term Disability
- Cancer Insurance
- Supplemental Health Insurance
- Accidental Only Insurance
- Intensive Care Insurance

**L. Flexible Spending Accounts (FSA's)**

The City agrees to establish a pre-tax dependent care reimbursement account up to the maximum reimbursement allowed by law.

The City agrees to establish a pre-tax medical reimbursement account, up to two thousand five hundred dollars (\$2,500.00) per year per employee.

**M. Voluntary Life Insurance**

The City shall offer a voluntary supplemental life insurance plan through the flexible benefits plan for pre-tax contributions by the employees. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier. Employees may also elect pre-tax payroll deductions to support other City sponsored voluntary supplemental insurance benefits.

**N. Miscellaneous**

The City of Hollister does not allow the employee to take the surplus credits in taxable cash.

For employees who elect not to participate in the group medical coverage offered by the City, the City will provide dental and vision coverage for the employee and his/her dependents at no cost to the employee.

**O. Cost-Savings**

During the term of this agreement, the parties agree that upon request to meet and discuss regarding potential cost savings/sharing measures related to health and welfare plan designs or premiums.

**Article 8. Job Related Disabilities and the Americans with Disabilities Act**

**A. Job Related Disabilities**

City agrees to comply with the Labor Code of the State of California for employees within this unit deemed disabled or temporarily disabled as a result and because of such job related injury which requires them to be absent from active City service.

**B. Americans with Disabilities Act**

The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of the accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. The parties agree that such accommodation relating to ADA shall not constitute a 'past practice' or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City. However, the City, when the release of information is either authorized or will not violate confidentiality, will notify the Union when an accommodation has been made that affects other employees in the workplace. Accommodations made by the City under this Article shall not be subject to the grievance procedure.

**Article 9. Safety Compliance and Equipment**

**A. Safety Compliance**

The City and Union shall meet the requirements of Cal OSHA. The Union further agrees to bring any safety concerns immediately to the attention of management.

**B. Safety Boot Allowance**

All eligible unit employees, including employees assigned to the Public Works Department Operations and Maintenance Section which also includes the Public Works Inspector, Utilities, Streets, Parks, and Buildings & Grounds Divisions, and eligible unit employees assigned to the Animal Control Division of the Police Department shall be reimbursed up to three hundred dollars (\$300.00) per year, upon presentation of satisfactory proof-of-purchase, for safety shoes or boots which are approved and authorized by City management. Used safety shoes and boots are the property of the City and shall be returned to the City.

This allowance is to assist employees in purchasing City-approved work shoes and/or boots appropriate for the type of work being performed in accordance with General Industry Safety Orders, Title 8, Section 3385. Appropriate safety shoes and boots shall incorporate the following safety factors depending on the type of work performed:

- 1) Non-skid sole
- 2) Adequate ankle protection
- 3) Puncture protection
- 4) Impact/compression protection

**C. Animal Control Safety Equipment**

The City agrees to provide necessary safety equipment for the classifications of Animal Control Officer and Animal Control Officer Assistant. This equipment may include, but not be limited to, bullet proof vests, utility belts, and bite sticks. This equipment will be purchased by the City at no cost to unit members.

**Article 10. Grievance Procedure**

This grievance procedure shall be the sole and exclusive procedure for resolving grievances filed by employees covered by this M.O.U.

**A. Definition**

A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this agreement or the City's Personnel System Rules and Regulations which adversely affects the grievant.



**B. Stale Grievance**

A grievance shall be void unless filed in writing within fifteen (15) calendar days from the date upon which the City is alleged to have misinterpreted or misapplied this agreement, or within fifteen (15) calendar days from the time an employee might reasonably have been expected to have learned of the alleged misinterpretation or misapplication. Such discovery period shall not exceed 180 days regardless of the date of discovery. In no event shall a grievance include a claim for money relief for more than the fifteen (15) day period plus such reasonable discovery period.

**C. Informal Discussion with Employee's Supervisor**

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. Any solution reached at this level must be reviewed by the Personnel Officer to assure compliance with this agreement before it has any binding effect.

**D. Formal Written Grievance to Employee's Supervisor**

If the employee chooses to formally pursue his/her grievance, he/she or his/her representative shall present the written grievance to his/her immediate supervisor within five (5) working days after the date upon which the grieving employee informally discusses the grievance with the supervisor. (In the event a group grievance is formally submitted by the recognized employee organization, its initial submission will be to the department head and subsequent steps will be followed as outlined in this section.) The formal written grievance shall specify the provisions of this M.O.U. or the City's Personnel System Rules and Regulations alleged to have been misinterpreted or misapplied, the remedy sought, and such other specific dates, times, places and persons and other facts necessary to derive a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with the supervisor's answer thereto in writing within five (5) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

**E. Grievance to Department Head/City Manager**

The department head or the City Manager, if the department head was the grievant's immediate supervisor, shall have seven (7) working days in which to review and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the department head or City Manager, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limits at this level may be extended by mutual agreement between the department head or City Manager and the employee or his/her representative.

**F. Waiver of Appeal Steps**

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant(s) and the department head may, by mutual agreement, waive review of the grievance at Step E and proceed to present the grievance to the City Manager.

**G. Advisory Fact Finding of Grievances**

In the event the grievance is not resolved by the City Manager, the recognized employee organization may with fifteen (15) calendar days after receipt of the decision of the City Manager, request that the grievance be heard by a fact finder.

**H. Selection of a Fact Finder**

The fact finder shall be selected by mutual agreement between the City and the Union. If the parties are unable to agree on the selection of a fact finder, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified fact finders. The City and the grievant, or his/her representative, shall then alternately strike names from the list until only one name remains, and that person shall serve as fact finder.

**I. Duty of Fact Finder**

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the fact finder to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a proposed disposition of the grievance which shall be advisory in nature.

The proposed disposition shall be based solely on the interpretation of the applicable provisions of the M.O.U. and other personnel rules if applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the M.O.U. or such rules.

**J. Payment of Costs**

Each party to a hearing before a fact finder shall bear its own expenses in connection therewith. All fees and expenses of the fact finder shall be borne one-half by the City and one-half by the grievant.

If the City does not implement the proposed disposition of the grievance made by the fact finder, the City shall pay all fees and expenses of the fact finder.

**K. Effect of Failure of Timely Action**

Failure of the employee(s) to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

**Article 11. Union Security**

**A. Union Dues Check-Off and Agency Fee Deductions**

1. In accordance with the provisions of this Article, the City shall make payroll deductions from the pay of employees who authorize such deductions in writing on a form provided and/or approved by the City or who are subject to automatic payroll deductions of an Agency Fee. Such deductions shall be made in accordance with rules and regulations established by the City and the provisions of this Article. Deductions shall be in a pay period basis and shall be made payable to the Union. The Union, as the formally recognized employee organization, may designate the Hollister Municipal Employees Association as the payee of the dues check-off check from the City and to receive the check on behalf of the Union by providing specific written authorization to the City Finance Director. In lieu of such written authorization the dues check-off check shall be forwarded directly to the Union.
2. All other legal and required payroll deductions shall have priority over dues check-off and Agency Fee deductions. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized or the automatic Agency Fee. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee be required to deposit the amount of deductions with the City which would have been withheld if the employee had been in a pay status during the pay period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

**B. Maintenance Of Membership**

This section shall be applicable to employees hired by the City on or before November 15, 1995. All affected employees who have authorized payroll deductions for payment of Union dues prior to the effective date of this M.O.U. (and have reaffirmed such deductions by completing the dues check-off addendum), and all affected employees who establish dues payroll deductions during the term of this M.O.U., shall remain members of the Union throughout the life of the M.O.U., provided that Union members on payroll deduction may terminate their authorization for deduction of Union dues by giving written notice to the Director of Management Services during the month of April of the last year of this M.O.U.

**C. Agency Shop/Fee**

1. This section shall be applicable to regular full-time employees hired by the City into classifications represented by the Union after November 15, 1995, (Excluding regular part-time, temporary, and seasonal employees). Membership in the Union shall not be compulsory. An affected employee has the right to choose either to become a Union member or to refrain from becoming a Union member. If an employee chooses to refrain from becoming a Union member, such employee must pay the Union a fee for representation services (hereinafter termed "Agency Fee") unless exempt pursuant to Section 8. Exemptions. New employees that do not elect to join the Union are subject to the Agency Fee only.

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2. An affected employee who is not exempt pursuant to Section 8. Exemptions, and who has not voluntarily authorized Union dues deductions within thirty (30) calendar days of the date the employee is hired must, as a condition of employment, pay each pay period, an Agency Fee in exchange for agent services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of such employee. If an employee takes no action to become a Union member within that time period, the City will start automatic deduction of the Agency Fee beginning the first payroll period following the 30th calendar day of City employment.
3. The amount of the Agency Fee collected by the City from a non-member employee shall be determined by the Union. The Union shall inform the City in writing of the Agency Fee. Such Agency Fee shall be a percent of the Union's normal dues initiation fee and the Union's normal dues, initiation fees and special assessments to members which does not:
  - a. Exceed the Union's normal dues, initiation fees, and special assessments to members.
  - b. Include Union expenses for political or ideological efforts.
  - c. Exceed Union expenses necessary for meeting and conferring.
4. Disputes over amount of Agency Fee shall be resolved pursuant to "Rules for Impartial Determination of Union Fees" promulgated by the American Arbitration Association of June 1, 1986 (as may be revised).
5. The Union shall keep an itemized record of its financial transactions and shall provide the City, and any requesting employee, with a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Union president and treasurer (or corresponding principal officer) or certified public accountant. Such report(s) shall be provided to the City prior to March 1st of each year. If the Union fails to provide the required written financial report(s), the City shall suspend dues check-off and Agency Fee deductions for each pay period the report(s) is unavailable.
6. A non-member employee, who is not exempt pursuant to Section 8. Exemptions shall sign and present to the City an authorization form, determined to be appropriate by the City, which authorizes the City to deduct the Agency Fee for payment to the Union.
7. If a non-member employee, who is not exempt pursuant to Section 8. Exemptions, does not sign and present the appropriate authorization form to the City, the City shall not deduct an Agency Fee from such employee's pay until:
  - a. After City receipt of a request from the Union for the City to deduct and forward an Agency Fee payment to the Union from such employee.
  - b. After City receipt of written certification from the Union that the non-member employee has not:
    - 1) Joined the Union.
    - 2) Voluntarily authorized the City to deduct an Agency Fee, and
    - 3) Applied for, and is not qualified for, an exemption, and

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- c. After City receipt of a copy of the Union's written notification to the employee that the Union has requested the City to initiate automatic payroll deduction of an Agency Fee payment to the Union from the employee.

If all conditions set forth above have been met, the City shall initiate automatic payroll deduction of an Agency Fee payment to the Union from the employee's earnings.

**8. Exemptions**

An affected employee shall not be obligated to pay an Agency Fee if:

- a. The employee has supervisory responsibilities. For purposes of this M.O.U. a "supervisor" is defined as any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- b. The employee has confidential responsibilities. For purposes of this M.O.U., a "confidential employee" is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions.
- c. The employee is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a Union.
- d. The employee is not in a paid status for at least one (1) full pay period.
- e. The employee has other payroll deductions which after deduction from the employee's gross pay do not leave sufficient funds to deduct the full Agency Fee.

**9. The City's sole and exclusive responsibilities pursuant to this Article are limited to:**

- a. Notifying an employee who has failed to comply with the provisions of this Article that, as a condition of employment, the employee must either become a Union member, pay an Agency Fee either through voluntary or involuntary deductions, or qualify and establish an exempt status, and
- b. Making payroll deductions pursuant to the applicable provisions above.

Notwithstanding any other provision in this Article to the contrary, under no circumstance shall the City be required to discharge or discipline an employee for failure to fulfill the employee's obligation to pay an Agency Fee.

**D. Agency Fee Cancellation Election**

The employees shall have the right to an election by secret ballot on the question of canceling an Agency Fee as a condition of employment pursuant to the following conditions:

1. Pre-Election Conditions

- a. Presentation to the City Manager of a petition, titled "Petition to Cancel Agency Fee", signed by at least thirty percent (30%) of the employees eligible to vote in the Agency Fee Cancellation Election within thirty (30) calendar days prior to presentation of such petition to the City Manager, and
- b. Verification by a State Mediation and Conciliation Service representative of the validity of such petition.

2. Election Conditions

- a. The Agency Fee Cancellation Election shall be conducted, and the results shall be certified, pursuant to rules and regulations of the State Mediation and Conciliation Service.
- b. At least fifty percent (50%) plus one (1) employee of all employees in this unit who have no supervisory or confidential responsibility vote in the election, and
- c. At least fifty percent (50%) plus one (1) or those voting vote to cancel the Agency Fee.

3. Post-Election Conditions

If a State Mediation and Conciliation Service representative certifies in writing to the City Manager that the conditions of Section 2. Election Conditions, have been satisfied, the City shall cancel Agency Fee deductions on the first (1st) payday which is at least thirty (30) calendar days after the date of receipt of written certification by the State Mediation and Conciliation Service Representative. The Union Security provisions of Section B. Maintenance of Membership, shall be applicable to all regular full-time, career employees except that all employees on payroll deduction may terminate their authorization for deduction of Union dues by giving written notice to the Director of Administrative Services during the thirty (30) calendar days following the first (1st) payday on which the Agency Fee deductions have been canceled by the City.

4. There shall be no more than one (1) Agency Fee Cancellation Election in any twelve (12) month period.

**E. Union Indemnification, Hold Harmless, and Defense**

1. The Union agrees to indemnify, hold harmless, and defend the City and its officers, employees, and agents against all claims, proceedings, actions, and liability arising, directly or indirectly out of any actions taken or not taken by or on behalf of the City pursuant to any claims made and against any suits instituted against the City on account of the City's implementation and enforcement of Section A. Union Dues Check-Off and Agency Fee Deduction, and Section B. Maintenance Of Membership of this Article.
2. The Union shall hold the City harmless and shall fully and promptly reimburse the City for any fees, costs, charges, penalties, or judgments, incurred by the City in responding to or defending against claims, disputes, or challenges which are brought against the City or any of its agents in connection with the administration or enforcement of any provision of Section C. Agency Shop/Fee. Such reimbursement includes, but is not limited to, court costs, litigation expense, and internal and external attorney's costs incurred by the City.

**Article 12. Miscellaneous**

**A. Deferred Compensation Plan**

The City shall continue to provide a voluntary Deferred Compensation Plan for all employees of this unit for the term of this M.O.U.

**B. Tool Replacement Allowance**

1. The City shall provide a tool replacement fund for the replacement of worn out or broken shop tools and the purchase of new shop tools as needed. This allowance will be available to those employees in classifications which are required as a condition of employment to provide their own shop tools for the performance of their duties within City service. The utilization of this fund shall not exceed \$300.00 per employee for any fiscal year. All shop tools purchased and reimbursed under this provision shall be maintained by the employee so as to be immediately available for City work.
2. The employee shall acquire the tool(s) and shall present documentary evidence (receipts and invoices, etc.) of the acquisition and ownership to the City for reimbursement. The Department Head or his designee may inspect and inventory all tools acquired under this provision.

**C. Working Out of Classification Assignment**

Unit employees assigned by management on a Personnel Action Form (P.A.F.) shall be compensated within the salary range for which the assignment is made, but in no case less than five percent (5%) subject to the following:

1. The position must be vacant and budgeted.
2. Must be assigned by Management.
3. The grievance procedure shall not be utilized by unit members in any conflict and Management's assignment or non-assignment is final a binding upon all parties.

**D. Sick Leave Conversion To Cash**

Eligible unit employees may convert a percentage of accrued, unused sick leave to cash at death or retirement from City employment. The provisions for this policy are as follows:

1. Employees of this unit may not "cash out" or be compensated for any of the first 240 hours of sick leave accrued.
2. Any current employee of this unit having completed 10 years of continuous service with the City and who retires from City service, will be compensated for fifty-percent (50%) of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of retirement from City service.

3. The surviving spouse, beneficiary(s), dependents), or estate of any current employee of this unit who has completed 10 years of continuous service with the City and dies while employed by the City prior to retirement, will be compensated for fifty percent (50%) of accrued, unused sick leave in excess of 240 hours at the employee's hourly rate of pay at the time of death.
4. Any current employee of this unit having completed 10 years of continuous service with the City and having an unused sick leave accrual balance exceeding 500 hours may, at their option, "cash out" up to a maximum of 96 hours (12 days) of unused sick leave annually as long as the "cashed out" hours do not diminish the unused sick leave accrual balance to an amount less than 500 hours.
5. Compensation for unused, accrued sick leave will be made at the employee's rate of pay at the time of "cash out". Requests for payment of unused sick leave as described herein, shall be made in writing to the Administrative Services Department at least 30 days in advance of June 1st and December 1st of each year.
6. Payments of "cashed out" unused sick leave will be made on the first pay day which follows June 1st and December 1st of each year.

**E. Vacation Leave**

Vacation leave accrual for each represented unit member shall be as follows:

| <u>Years of Service</u>                | <u>Annual Vacation Accrual</u> |
|--|--------------------------------|
| <i>1st through completion of 3rd</i>   | <i>10 days</i>                 |
| <i>4th through completion of 7th</i>   | <i>15 days</i>                 |
| <i>8th through completion of 15th</i>  | <i>20 days</i>                 |
| <i>16th through completion of 20th</i> | <i>22 days</i>                 |
| <i>Beginning of 21st year</i>          | <i>25 days</i>                 |

Employees may cash out up to a maximum of forty (40) hours of vacation leave annually. Compensation for vacation leave cashed out will be made at the employee's rate of pay at the time of cash out. Request for payment of vacation time shall be made in writing to the Department of Administrative Services at least thirty (30) days in advance of June 1<sup>st</sup> and December 1<sup>st</sup> of each year. Payments of cashed-out vacation leave will be made on the first pay day which follows June 1<sup>st</sup> and December 1<sup>st</sup> of each year. This payment will be made in the regular payroll check issued for that pay period.

**F. Flexible Work Schedule**

Eligible unit members may work flexible work schedules (i.e. 4/10, 9/80) when feasible. It is not the intention of the City to reduce the number of hours that City services are available to the public. It is agreed that implementation of flexible work schedules shall be evaluated on a work unit basis, and will only be approved in those units where flexible work schedules can be implemented without reducing service levels and cost effectiveness.



**G. Union Representatives Time Off**

1. City shall grant Union employee board an aggregate of sixty (60) hours of paid time off from work per fiscal year for the purpose of attending Union sponsored educational and training opportunities as shown below:
  - a. Executive Board Meetings
  - b. Advisory Board Meetings
  - c. Bargaining Team Training
  - d. Steward Training
  - e. Budget Training
2. It is agreed that the employee representatives shall provide sufficient notice to their supervisors so that work schedules can be arranged to compensate for their absence.
3. The City will grant time off for "Meet and Confer" preparation and negotiations, for a time period not to exceed one hour before the respective negotiation session and one-half hour following the conclusion of same negotiation session.
4. Unless modified by mutual agreement at the onset of negotiations, time off in addition to that provided in G(3.) for any other "Meet and Confer" preparation shall be taken as leave in accordance with the City's established leave procedures and with sufficient notice to Supervisors to ensure appropriate coverage of operations.

**H. Advance Notice**

Except in cases of emergency as provided in Government Code § 3504.5, the City will provide 30 days written notice to the Union of any ordinance, rule, resolution, or regulation directly related to matters within the scope of representation proposed to be adopted by the City and shall give the Union the opportunity to meet with the City. As provided by Government Code § 3504, "scope of representation" as used in this section shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. In cases of emergency when the City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

**I. Joint Labor-Management Committee**

At the request of either party, the parties agree to convene a joint labor-management committee for the purpose of communication, information sharing, and problem solving on relevant issues.

**J. Professional Development Incentive Program**

Employees who have successfully completed probation shall be eligible to receive a one-time professional development incentive for obtaining certificates or degrees received after the date of this M.O.U. A professional development incentive shall not be awarded if the certification or degree is a minimum requirement for their position.

The certificate must relate to the employee's current position or future lateral or promotional opportunities with the General Employees Unit, Mid-Management Association or the unrepresented units of Confidential Employees and Executive Management. Vocational Training, for purposes of this section, is defined as a minimum of 20 hours of specific training in a career field which results in a certificate of completion. The minimum twenty (20) hours shall be documented classroom time or in the case of a correspondence program identified as the average length of time required to complete the program certification as documented by the certifying agency or institution. Only one (1) professional development incentive per fiscal year can be received by an employee. If an employee receives a Ph.D., Master's degree or Bachelor's degree in a fiscal year, the employee may also receive one (1) additional professional development incentive for a certificate earned in the same fiscal year. Additionally, any additional development incentives earned in the same fiscal year do not rollover to the subsequent fiscal year.

**1. Professional Certificates - \$2,500.00 Lump Sum:**

- Professional Engineer Registration
- Professional Land Surveyor Registration
- Certified Public Accountant
- Engineer-In-Training
- Land Surveyor-In-Training
- American Institute of Certified Planners
- Paralegal Certificate
- Grade 5 Water Treatment Operator or Water Distribution Operator
- Grade 5 Waste Water Treatment Operator
- QSP
- QSD

**2. College Degrees and Certificates - \$2,500.00 Lump Sum**

- Ph.D.
- Master's Degree
- Bachelor's Degree
- Associate's Degree

**3. Technical Certificates - \$2,000.00 Lump Sum:**

- Grade 4 Water Treatment Operator or Water Distribution Operator
- Grade 3 Water Treatment Operator or Water Distribution Operator
- Grade 2 Water Treatment Operator or Water Distribution Operator
- Grade 1 Water Treatment Operator or Water Distribution Operator
- Grade 4 Waste Water Treatment Operator
- Grade 3 Waste Water Treatment Operator

- Grade 2 Waste Water Treatment Operator
- Grade 1 Waste Water Treatment Operator
- I.C.B.O. Certificates
- Public Works Inspector - NICET
- Cross Connection Control Specialist Certification
- Certified Arborist

**4. Vocational Certificates of Completion:**

**Examples:**

- A(+) Certification (Computer Hardware, Software & Networking)
- Microsoft Certified Systems Engineer
- Cisco Certified Network Associates
- Operation of Wastewater Treatment Plants Program administered by California State University, Sacramento Regional and Continuing Education Program
- Title 29 CFR 1910.120(q) - 24 Hour Hazardous Materials (Hazmat) Technician Level III Certification

The amount of the incentive for any Vocational Certificate of Completion shall be based on the following number of hours of course work:

| <u>Minimum Hours</u><br><u>For Vocational Certificate</u> | <u>Amount</u>      |
|---|--------------------|
| <i>100</i>  | <i>\$ 1,500.00</i> |
| <i>80</i>   | <i>\$ 1,200.00</i> |
| <i>60</i>   | <i>\$ 900.00</i>   |
| <i>40</i>   | <i>\$ 600.00</i>   |
| <i>20</i>   | <i>\$ 300.00</i>   |

**5. Technical Certificates - \$1,000.00 Lump Sum:**

- Chemical Applicator
- Licensed Tree Trimmer
- Automotive Service Technician (A.S.E.)

**6. Additional Eligibility Criteria**

Additional licenses and certificates eligible for these professional development incentives, not listed in this Article, may be reviewed and approved by the Department Head in accordance with the following criteria:

- The license or certificate submitted for consideration must directly relate to the employee's current position or future lateral or promotional opportunities in accordance with the provisions of this section J.

- The employee earning the license or certificate shall be subject to duties and assignments commensurate with the level of proficiency attained under the City's Professional Development Incentive Program.
- After the effective date of this M.O.U., all such requests for consideration for eligibility for such license and certificate incentives shall be submitted to the Department Head for review, with final approval by the City Manager at his/her sole discretion. The City Manager's determination is not subject to appeal.

The process for receiving a professional development incentive under this program shall be:

- Prior to beginning any class, program, seminar or study toward a desired certificate or degree, the employee must submit a request to his/her department head for consideration and approval of bonus award. Qualifying classes, programs, seminars or study toward a desired certificate or degree shall not be denied.
- If prior approval is not obtained, the class, program, seminar or study toward a desired certificate or degree shall not fall within the scope of this Professional Development Incentive Program.
- Upon obtaining a copy of the certificate or degree, payment will be processed for the specified incentive. Professional development incentives shall not be granted prior to receiving a copy of the degree or certificate.
- The following are not eligible for consideration under this Section:
  - Any driver's licenses
  - Certificates, licenses, or degrees required for the position the employee holds
  - Certificates, licenses, or degrees earned at the expense of the City including City sponsored training programs and consortium training programs except for approved tuition reimbursement pursuant to Section 8.10 (D) and (E) of the City of Hollister Personnel Rules & Regulations for Associate degrees, Bachelor's degrees, Master's degrees, and Ph.D. degrees.

#### **K. Flexibly Staffed Entry Level Positions**

The City shall advance employees that are in the entry level of flexibly staffed classifications (i.e. Maintenance Worker I, Support Services Assistant I, to a II, and to Senior, Account Technician I to II) to the journey level after meeting the experience requirements for the journey level classification, successfully passing a probationary period in the entry level classification and being given a satisfactory performance evaluation.

**L. One Year Probationary Period for All Unit Members**

A mandatory one (1) year probationary period shall be in effect for all new employees hired unit employees and for all existing employees promoting to a new classification.

All existing employees that are subject to a probationary period as part of a promotion shall be returned to that employee's previous classification if the employee fails to meet the job requirements of the new classification within the probationary period.

**M. Reclassification and Salary Adjustment Policy**

The City and Union agree to develop a structured process for addressing individual reclassifications and resulting salary adjustments that will be consistent with the annual budget process.

**N. Christmas Eve Holiday**

The City shall provide an additional paid half (1 ½) day holiday on the afternoon (4 hours) of December 24th, known as Christmas Eve. The Christmas Eve holiday shall be observed on the afternoon of the workday proceeding the day on which the December 25th holiday, known as Christmas Day, is observed.

**O. Layoff and Reduction in Time Procedures**

In those instances where the City may have to lay off or reduce the work hours of bargaining unit members due to lack of work or lack of funds, the following order of layoff/ reduction shall be used:

1. Temporary/ seasonal workers
2. Workers on probation
3. Career, regular employees

In the event that a career employee is laid off, the following criteria shall be used:

1. Layoff by seniority, in the classification and department determined to be eliminated.
2. A laid off employee has the right to "bump" or displace the most junior worker in the classification, providing the laid off worker is qualified to fill the position.

**P. Automatic Payroll Deposit**

All new unit members of the Union shall enroll in the automatic payroll deposit program at the time of their employment with the City or at the time of promotion to this unit.

**Q. Tuition Reimbursements**

The city will reimburse Union members up to Thirty Five Hundred dollars (\$3,500.00) per fiscal year for tuition reimbursements.

**R. Dignity and Professionalism**

The City is committed to providing a workplace where all persons employed by the City of Hollister, regardless of their classification or pay status are treated with dignity, respect and in a professional manner. We shall treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provide opportunities for input into decisions when they impact bargaining unit employees directly.

**S. New Employee Orientation**

The Union will be given thirty (30) minutes at the end of the orientation to present Union information to bargaining unit employees.

**Article 13. Maintenance of Operations**

The Union agrees that during the term of this M.O.U. and for the period of time necessary for the meet and confer process to conclude a successor M.O.U., neither the Union, nor any representative acting on its behalf, will cause, authorize, engage in, condone or sanction a strike, sick-in, work stoppage, slow down, picketing (other than informational picketing on the employees' own time), concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another unit's labor organization to engage in or honor such activities against the City, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.

If the City determines that an employee has engaged in any activity above, the employee may be subject to disciplinary action up to and including discharge from City service.

**Article 14. Prevailing M.O.U.**

In the event of a conflict between a specific provision of this M.O.U. and a written rule, regulation, or resolution of the City or any of its divisions, the terms of the M.O.U. shall prevail and said written rule, regulation, or resolution shall be physically amended to conform to the specific provisions of this M.O.U.

**Article 15. Drug Free Workplace Policy**

The City's Drug Free Workplace Policy, City Personnel Rule 2.05, adopted by Resolution 92-116 (August 3, 1992), is incorporated by reference into this M.O.U.

**Article 16. Savings Clause**

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

**Article 17. Term of Agreement**

The term of this M.O.U. shall commence on July 1, 2015 and shall expire June 30, 2018, unless otherwise agreed to by both parties. It is also agreed to by both parties to initiate the meet and confer process in a timely fashion, exchanging written proposals at least thirty (30) days prior to the termination of this agreement. An extension of the term of this agreement on a month to month basis may be made by mutual agreement of the parties.

The above constitutes a full and complete agreement between the parties on all matters within the scope of representation.

**CITY OF HOLLISTER**

**SEIU LOCAL 521**

Dated 8.31.2015

Dated 8/31/2015

By [Signature]  
City Manager

By [Signature]  
President

By \_\_\_\_\_  
City Negotiator

By [Signature]  
SEIU Negotiator

By [Signature]

By [Signature]

By \_\_\_\_\_

By [Signature]

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**CITY OF HOLLISTER**

**SEIU LOCAL 521**

Dated \_\_\_\_\_

Dated \_\_\_\_\_

By   
City Manager

By \_\_\_\_\_  
President

By   
City Negotiator

By \_\_\_\_\_  
SEIU Negotiator

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**RESOLUTION NO. 2015-174**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER  
ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF HOLLISTER AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

**WHEREAS**, representatives of the City of Hollister and Service Employees International Union, Local 521, an organization representing Hollister city employees, have met and conferred in good faith concerning subjects of bargaining, and

**WHEREAS**, understandings and agreements have been reached between the bargaining representatives, and

**WHEREAS**, both parties agree to enter into a Memorandum of Understanding for the term of July 1, 2015 through June 30, 2018.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Hollister authorizes the execution of the Memorandum of Understanding between the City of Hollister and Service Employees International Union, Local 521 for the term of a Retroactive Date of July 1, 2015 through June 30, 2018.

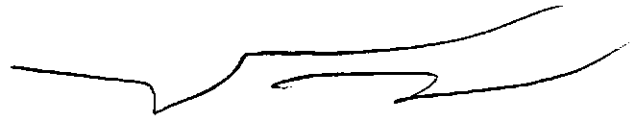
**PASSED AND ADOPTED**, by the City Council of the City of Hollister at a regular meeting held this 8th day of September, 2015, by the following vote:

**AYES:** Council Members Klauer, Gomez, Friend, Luna, and Mayor Velazquez.

**NOES:** None.


**ABSTAINED:** None.

**ABSENT:** None.



\_\_\_\_\_  
Ignacio Velazquez, Mayor

**ATTEST:**



\_\_\_\_\_  
Christine Black, Interim City Clerk

**APPROVED AS TO FORM:**

L+G LLP, Attorneys at Law



\_\_\_\_\_  
Bradley Sullivan, City Attorney

**DUPLICATE OF ORIGINAL  
ON FILE IN THE  
OFFICE OF THE CITY CLERK  
CITY OF HOLLISTER**

**STAFF REPORT TRANSMITTAL FOR  
CITY COUNCIL AGENDA ITEM**

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**DATE:** August 24, 2015  
**STUDY SESSION DATE:** N/A

**AGENDA ITEM:** Consent *A13, #13*  
**MEETING DATE:** September 8, 2015

- **TITLE OF ITEM:** A Resolution Adopting A Memorandum Of Understanding Between the City of Hollister and the Service Employees International Union, Local 521.
- **BRIEF DESCRIPTION:** This Resolution approves the Memorandum Of Understanding between the City of Hollister and the Service Employees International Union, Local 521 bargaining unit for the term of July 1, 2015 through June 30, 2018.
- **STAFF RECOMMENDATION:** Staff recommends City Council adopt Resolution No. 2015-~~174~~ approving Memorandum of Understanding between the City of Hollister and the Service Employees International Union, Local 521.


**DEPARTMENT SUMMARY:** The current Memorandum of Understanding between the City of Hollister and Service Employees International Union, Local 521 bargaining unit expired on June 30, 2015. Representatives have negotiated in good faith for approximately 4 months and have reached agreement for a successor Memorandum Of Understanding with a three (3.0) year term. The implementation of this agreement is effective September 8, 2015.

**FINANCIAL IMPACT:** The projected increase per fiscal year for the City for the negotiated salaries and benefits for all designated members of this unit is projected at \$55,400 (\$12,550 for the General Fund or less than 0.1% of the General Fund budget and \$42,850 for all Other Funds) for the remainder of Fiscal Year 2015-2016, \$145,000 (\$52,000 for the General Fund or less than 0.3% of the General Fund budget and \$93,000 for all Other Funds) for Fiscal Year 2016-2017, and \$56,000 (\$20,000 for the General Fund or approximately 0.1% of the General Fund budget and \$36,000 for all Other Funds) for Fiscal Year 2017-2018.

**ATTACHMENTS:** Memorandum of Understanding between the City of Hollister and the Service Employees International Union, Local 521.

**DEPARTMENT:** Administrative Services  
**CONTACT PERSON:** Brett I. Miller  
**DEPARTMENT HEAD:** Same  
**PHONE NUMBER:** (831) 636-4300x27

**THIS REPORT WAS REVIEWED BY THE CITY MANAGER AND CONCURS WITH THE  
STAFF RECOMMENDATION** \_\_\_\_\_

  
William B. Avera, City Manager