

Agreement Between

**City of Rohnert Park
Maintenance Workers**

and

**LOCAL 1021
SERVICE EMPLOYEES
INTERNATIONAL UNION**

June 22, 2021 - June 30, 2025

RESOLUTION NO. 2021-075

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING AND ADOPTING A MEMORANDUM OF AGREEMENT WITH THE
SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) LOCAL 1021 –
MAINTENANCE WORKERS FOR THE PERIOD OF JUNE 22, 2021 THROUGH JUNE
30, 2025**

WHEREAS, on June 22, 2021, the City Council approved a Tentative Agreement on a Four Year Proposal with the Service Employees' International Union (SEIU) Local 1021 – Maintenance Workers which had been ratified by the membership of SEIU; and


WHEREAS, in accordance with the terms and conditions of the Tentative Agreement, staff prepared a final Memorandum of Agreement with the SEIU that requires no further approval by SEIU membership.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve and adopt the Memorandum of Agreement for SEIU for the Period of June 22, 2021 through June 30, 2025, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.


DULY AND REGULARLY ADOPTED this 22nd day of June, 2021.

CITY OF ROHNERT PARK



Gerard Giudice, Mayor

ATTEST:



Sylvia Lopez Cuevas, City Clerk

Attachment: Exhibit A

ADAMS: Aye LINARES: Aye STAFFORD: Absent ELWARD: Aye GIUDICE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

EXHIBIT "A"



**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF ROHNERT PARK
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U.) LOCAL 1021 MAINTENANCE WORKERS**

EFFECTIVE June 22, 2021 – June 30, 2025

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MEMORANDUM OF AGREEMENT

Pursuant to Government Code Section 3500 et. seq., the Service Employees International Union (S.E.I.U.) Local 1021 and the representatives of the City of Rohnert Park have met and conferred and hereby submit their joint recommendations for compensation and benefit adjustments for represented Rohnert Park City employees in the Department of Public Works.

1. Hours of Work

1.1 Regular Workweek

The regular workweek for all employees shall consist of consecutive workdays, Monday through Friday. The regular workday for employees shall consist of eight (8), nine (9), or ten (10) hours of work as may be determined from time to time by mutual agreement of the employee and his/her supervisor. With agreement between an employee and his/her supervisor, the employee may volunteer for a regular work schedule other than defined in this section.

1.2 Additional Shifts

In the event the City establishes additional ongoing shifts, i.e. swing or graveyard shifts, City agrees to meet and confer with S.E.I.U. to develop a program for shift differential pay.

1.3 Temporary Alternate Work Schedule

The City may, from time to time, need to schedule work at times other than the regular workweek. In such instances, the City will establish a "temporary alternate work schedule," that will not exceed two months in duration. Temporary alternate work schedules are planned in advance and as such, this provision does not include emergency situations. For emergency situations, please refer to Section 1.4. The City will publish the work assignment and temporary alternate work schedule at least seventy-two (72) hours prior to schedule implementation. Supervisors may request and employees may voluntarily agree to work according to a temporary alternate work schedule. The decision by any employee to not volunteer to participate in a temporary alternate work schedule shall not be cause for any disciplinary action by the City. Among employees that voluntarily agree to a temporary alternative work schedule, preference and priority of assignment will be made on a seniority basis. The City agrees to pay employees that volunteer for a temporary alternate work schedule at a rate equal to one and one half (1 & 1/2) times the employee's regular hourly rate for all hours worked except the City agrees to pay employees two (2) times the employee's regular hourly rate for all hours worked between midnight (12:00 a.m.) and 6:00 a.m., and any hours worked on any Saturday, Sunday or holiday as defined by this agreement.

1.4 Emergency Work Schedule

In the event of an emergency, if staff is needed to work outside of their standard shift, the hours they work outside of their standard shift will be paid at the rate of 1.5 times their hourly rate except hours worked between midnight and 6 am will be paid at 2 times their hourly rate. Hours worked within the employee's standard shift shall be paid at the employee's regular hourly rate. The time period of emergency work shall be a maximum of 2 weeks; if the situation warrants more time, refer back to Section 1.3. If an Employee is not available for emergency work outside of their regular work schedule, this will not be grounds for disciplinary action.

2. Overtime

2.1 Overtime Compensation Rate

Overtime compensation at the rate of one and one-half (1 & 1/2) times the employee's regular hourly rate shall be paid for all hours worked;

- (a) In excess of forty (40) hours in any workweek.
- (b) In excess of employee's regularly scheduled shift, as may apply in accord with Section 1 above, in any one workday;
- (c) On any Saturday or Sunday, or Holiday (with certain exceptions listed below in this Section) as defined by this agreement.

Overtime compensation at the rate of two (2) times the employee's regular hourly rate shall be paid for all hours worked;

- (a) Between midnight (12:00 a.m.) and 6:00 a.m. on a weeknight or weekend.
- (b) On Easter Sunday, Thanksgiving Day, Christmas Day or New Year's.

2.2 Compensatory Time

A maximum of one hundred twenty (120) hours of compensatory time off may be accrued by an employee by mutual agreement of the employee and the Assistant City Manager. Accrual and/or utilization of compensatory time may not be unreasonably denied. The City and S.E.I.U agree that compensatory time balances will be reported on pay stubs.

2.3 Call Back

Employees who are called back to work after having left the work site shall be entitled to a minimum of two (2) hours pay at the overtime rate. Callback is when

an employee is requested to respond and does respond to a Public Works assignment between the employee's normal quitting time and normal starting time.

2.4 Weeknight Stand-by Pay

Employees scheduled to be immediately available on weeknights (Monday through Friday) shall be considered to be on weeknight stand-by duty and shall be paid at \$15.00 per hour while on stand-by duty and available for handling calls.

(a) Employees assigned to weeknight stand-by duty shall be responsible for lock-up of the Corporation Yard (not to exceed 30 minutes) which is determined to be compensated as part of the weeknight stand-by pay.

2.5 Weekend and Holiday Stand-by Pay

Employees scheduled to be immediately available on weekend and holiday stand-by duty shall be considered to be on stand-by duty and shall be paid \$15.00 per hour while on stand-by ^{duty} and available for handling calls.

2.6 Weekend and Holiday Stand-by Duty Work Assignments

Employees on weekend and holiday stand-by duty shall be required to perform certain routine assignments including but not limited to the routine inspection and maintenance of facilities, such as wells, sewer plant, parks, swimming pools, buildings, etc. Routine assignments shall be compensated at one and a half times (1.5x) their base hourly rate for each hour worked.

2.7 Stand-by/Call-out Minimum Pay

Public Works stand-by/call-outs are subject to a two (2) hour minimum paid as specified in section 2.1.

2.8 Eligibility for Stand-by/Call-out

All employees living within thirty (30) minutes of the City limits shall be eligible for stand-by duty.

2.9 Phone/Electronic Work Compensation

An employee who is not on stand-by who is required to resolve work-related problems by telephone or electronic means, during their non-work hours, without having to return to the worksite shall be compensated for a minimum of thirty (30) minutes of work for authorized work-related phone call(s) or electronic activity conducted within a two-hour period, regardless of the

actual duration of the required work in that period. Telephone or electronic consultation begins once the employee is called from a person or the computer and responds with technical assistance and provides information or alarm response to resolve an urgent facility or process problem. Pay is not required for any calls or electronic activities lasting less than 5 minutes. No employee may receive call-back, call-out, or stand-by pay, and phone/electronic work pay for the same work or period.

3. Holidays

3.1 Observed Holidays

Employees will receive the following twelve and one-half (12 1/2) holidays annually, specifically:

“New Years Day”, January 1

The third Monday in January, "Martin Luther King, Jr. Day"

Friday proceeding “President's Day”

The third Monday in February, "President's Day"

The last Monday in May, "Memorial Day"

“Independence Day”, July 4

The first Monday in September, "Labor Day"

The second Monday in October, "Columbus Day"

"Veteran's Day", November 11

The fourth Thursday in November, "Thanksgiving Day"

Day after "Thanksgiving"

12:00 Noon to 5:00 p.m. on Christmas Eve, December 24 (a total of four paid holiday

hours)

“Christmas Day”, December 25

Every day proclaimed by the President, Governor or Mayor of the City as a public holiday and made applicable to City employees.

Each day that the Governor declares a day of mourning or special observance as a holiday for State employees if the declaration makes it applicable to City employees.

3.2 Floating Holiday

In addition to the recognized holidays identified in Section 3.1, each eligible employee shall be allocated one floating holiday (equivalent to 8 hours for a full-time employee) per fiscal year on July 1st. Each employee hired prior to July 1 of each year shall be entitled to the floating holiday. New Employees hired between July 1 and December

31 will receive eight (8) hours of floating holiday time in the fiscal year in which they were hired. Employees hired between January 1 and June 30 will receive four (4) hours of floating holiday time in the fiscal year in which they were hired.

The floating holiday must be taken on a workday (1) within the same pay period as the employee's birthday; (2) immediately preceding or following a City observed holiday; (3) within the same pay period as the employee's work anniversary date; (4) immediately preceding or following a weekend; or (5) immediately preceding or following an approved annual or sick leave. The floating holiday must be taken prior to June 30th of each year. The floating holiday will not be carried over from year-to-year and there shall be no cash value for the floating holiday during employment or upon separation from the City.

3.3 Holidays for Employees on Regularly Scheduled Day Off

If a scheduled or observed holiday falls on a regularly scheduled day off, the employee shall be entitled to the pro-rated number of holiday hours, which may be taken as time off in the pay period in which the holiday falls.

4. Annual Leave Program

4.1 Accrual

Employees shall accrue monthly the following Annual Leave:

Length of Service as a Regular Employee	Monthly Annual Leave Hours	Yearly Annual Leave Hours
0 to 2 years	12.67 Hours	152 Hours
3 to 5 years	14 Hours	168 Hours
6 to 10 years	16 Hours	192 Hours
11 to 15 years	18 Hours	216 Hours
16+ years	19.33 Hours	232 Hours

4.2 Residual Accrued Sick Leave

Effective July 1, 2011, employees shall not accrue any form of sick leave or disability wage, non-industrial or industrial. However, employees who have accrued fully-paid hours under either the sick leave or disability wage program for non-industrial illness and injury shall retain the balance of such hours accumulated as of July 1, 2011. Half-pay hours accumulated as provided by the disability wage plan will be converted to fully-paid hours (balance divided by 2), and credited to the balance of each employee covered by the disability wage plan. Employees in the disability wage plan who have not received their 2011 anniversary allotment of 40 hours of full-pay disability wage at the time of

conversion will receive this additional 40 hours upon conversion. Paid leave for approved absence due to injury or illness may be charged against this balance at the employee's discretion. Upon retirement from the City of Rohnert Park, an employee may convert any remaining sick leave balance to service credits pursuant to CalPERS regulations and procedures.

4.3 Annual Leave Administration

Annual leave hours may be used to provide paid time off for any approved absence, including but not limited to vacation and illness. When annual leave is used for sick leave purposes, the City may require the employee to submit substantiating evidence of illness if there is a demonstrable pattern of abuse.

(a) Accrual Cap

An employee may accumulate annual leave credits up to a maximum of 550 hours of annual leave. Accrual shall cease until the annual leave balance falls below the 550 hour annual leave cap.

(b) Cash Out

Accumulated annual leave shall be converted to cash upon separation from City service.

(c) Seniority Preference

Preference for leave scheduling will be on the basis of seniority within classification and/or as has been past practice.

4.4 Short Term Disability

The City will provide a short-term disability insurance program which includes income replacement of 60% and benefits coordination to employees.

5. Military Leave

The City grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with state and federal law. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

6. Other Fringe Benefits

6.1 Fringe Benefit Administration

City reserves the right to select the insurance carrier(s) or to self-administer any of the fringe benefit programs provided during the term of this agreement. In the event that any offered health plan is no longer offered, the City agrees to provide a suitable replacement health plan that is substantially comparable and will agree to meet and confer regarding same.

All benefits provided under this section (Section 6) are subject to the characteristics of each individual benefit program.

The value or availability of the benefits provided in this Memorandum of Agreement as originally worded or as amended from time to time may depend on their tax treatment by the State or Federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Memorandum of Agreement are limited to the direct cost of providing the salary and benefits as described in this Memorandum of Agreement. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

- (a) The City will continue all employee benefits and pay the appropriate premiums, as specified in the applicable section(s) of this agreement, due for an employee out on an authorized leave while an employee is being compensated by annual leave time, compensatory time, and/or residual sick leave time.
- (b) Employee may continue certain employee benefits during an authorized leave without pay for the period of the authorized leave by making payment to City for said benefits.

6.2 Catastrophic Leave

Leave benefits shall be provided as outlined in the Amended Catastrophic Leave Program, a copy of which is attached hereto, approved by City Council Resolution No. 2017-109 adopted August 22, 2017.

6.3 Temporary Light or Limited Duty

Employees injured or ill from either on-the-job (industrial) or off-the-job (non-industrial) causes may be assigned to light, limited, or modified duty. The City and the employee shall have an interactive process meeting upon receipt of the request, unless the City intends to grant the employee's request and finds that an

interactive process is not needed. The interactive process meeting shall include the Human Resources Director, the employee's Union Representative/Steward, and the employee's direct supervisor. Such assignments may involve duties that differ from the normal work duties of the employee. Requests for permanent job accommodations shall be handled through the interactive process required by state and federal law.

6.4 Payment to Beneficiary

Upon death of an employee, any unused annual leave, and compensatory time shall be paid to the employee's surviving spouse or beneficiary. In the absence of a spouse or beneficiary, any unused vacation, and compensatory time shall be paid to the primary beneficiary specified by the employee on the employee's enrollment/beneficiary card for City provided Life Insurance.

6.5 Insurance Coverage

The City shall provide the insurance programs described in this Section. The City reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined. Any premiums paid by the employee eligible for Section 125 will be deducted from the employee's pay on a pre-tax basis. These provisions will remain in effect during the term of the agreement unless the parties by mutual agreement agree to different insurance coverage including "cafeteria" style benefits plan.

(a) Health Insurance

The City shall offer employees and their eligible dependents, a health insurance program under the terms set forth below:

- i. For the term of this agreement employees will have a choice of Kaiser Permanente (Traditional \$20 Co-Pay Plan, Traditional \$40 Co-Pay Plan and HSA); REMIF Self-Insured Plans (Traditional \$250 and \$500 Deductible Plans and HSA); Sutter Health Plans, or any other comparable health plan offered by the City.
- ii. The City will contribute up to the following amount per month toward the cost of employee medical insurance premiums for City's offered health plans at the employee's enrollment level:

Enrollment Level	2021-2022 (Effective July 1, 2021 or the date of Council approval of the MOA, whichever is later)	2022-2023 (Effective July 1, 2022)	2023-2024 (Effective July 1, 2023)	2024-2025 (Effective July 1, 2024)
Employee Only (Single)	\$561.80	\$578.65	\$596.01	\$613.89
Employee+ 1 (Two Party)	\$1,123.60	\$1,157.31	\$1,192.03	\$1,227.79
Employee+ 2 (Family)	\$1,590.00	\$1,637.70	\$1,686.83	\$1,737.44

- iii. The City shall provide a copy of the summary description of all health care programs offered by the City to each employee upon request.
- iv. Regular part-time employees may elect to participate in health insurance plans and the City will contribute a pro-rata amount (based on the allocation of the position) towards the premium. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance.

(b) Joint Commitment to Affordable Health Care

The parties are committed to providing quality and affordable health care for all members. Ninety (90) days prior to open enrollment, parties will work together through their Joint Labor Management Committee to review preliminary health care rates and discuss any potential changes to plan design to reduce costs. Any changes to plan designs, including providers, will be made by mutual agreement during the term of the MOA. However, changes necessitated by REMIF’s transition from fully insured plans to self-insured plans are outside the scope of this agreement. The City is also willing to participate in discussions with S.E.I.U. that could lead to the overall reduction in insurance costs.

6.6 Alternate Benefit

Employees who opt out of medical coverage are eligible to receive an alternate benefit in the amount of \$400 per month (provided as specified below) if they satisfy the following conditions:

1. The employee must provide proof of and attest to having minimum essential coverage as defined by the Internal Revenue Service (IRS) through a group health plan deemed acceptable by the IRS for the employee and for all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable plan year to which the opt out payment applies. The employee is not required to have coverage through a group health plan outside of the City to be eligible.
2. The employee must provide the City with proof of and attestation to coverage every plan year. Such proof and attestation must be provided at the time the employee first wishes to opt out of City-provided medical insurance, and during Open Enrollment each year thereafter, so long as the employee wishes to continue to opt out of City provided medical coverage.

This alternate benefit shall be provided as a contribution to the employee's deferred compensation account or for the purchase of supplemental life insurance and/or any other eligible benefit program approved and authorized by the City. The alternate benefit program meets all requirements for exclusion from "regular rate" calculations.

6.7 Dental Coverage

The City shall offer employees and their eligible dependents, a dental insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the dental program offered by the City to each employee upon request.
- (b) In general, the program includes basic dental insurance coverage of payment to Delta Dental PPO network dentists of the indicated percentage up to the maximum of \$2,000 for each eligible person per year for the following benefits:
 - (i) One hundred percent (100%) of the cost of diagnostic and preventative care.
 - (ii) Eighty-five percent (85%) of the cost of basic dental services.
 - (iii) Eighty-five percent (85%) of the cost of crowns and restorations.
 - (iv) Fifty percent (50%) of the cost of prosthodontics.
 - (v) Two thousand dollar (\$2,000) maximum benefit for dental services per person per year.

(vi) Fifty percent (50%) of the cost of orthodontics with a one thousand five hundred dollar (\$1,500) lifetime maximum benefit per person.

(vii) Services rendered by dentists outside of the Delta Dental PPO network (including Delta Dental Non-PPO Dentists) are covered at a reduced rate; are subject to the limitation of section (v) above and a one thousand five hundred dollar (\$1,500) lifetime maximum orthodontic benefit per person.

6.8 Vision Coverage

The City shall offer employees and their eligible dependents, a vision insurance program under the terms as set forth below:

(a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the vision insurance program offered by the City to each employee upon request.

(b) In general, the program includes an eye examination once each twelve (12) months, lenses once each twelve (12) months, and frames once each twenty-four (24) months. An employee may purchase contact lenses in lieu of the benefits summarized above.

6.9 Adoption Benefit

That the City provides a six hundred dollar (\$600) per child cash benefit to employees adopting minor children to help offset the cost of adoptions.

6.10 Death/Bereavement Leave

(a) A regular employee shall be paid up to three (3) days of bereavement leave when there is a death in their immediate family.

(b) Additionally, a regular employee may, subject to approval of the supervisor, use two (2) additional days of the employee's accrued leave if the employee must travel out of the area, i.e. at least two hundred and fifty (250) miles one way.

(c) Immediate family in this case means: spouse, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including step-children), step-parents, aunts, uncles, grandparents, grandparents-in-law, grandchildren, relationships in loco-parentis, and close personal relationships with the approval of the City Manager or his/her designee.

6.11 Funeral Benefit

City will provide fifty percent (50%) co-payment, not to exceed two thousand dollars (\$2,000), for funeral expenses for an employee or their spouse only. This funeral benefit will be considered secondary to and shall be coordinated with any and all other funeral benefits that may be payable to employee or spouse.

6.12 Long-Term Disability Insurance

The City shall provide, at no premium cost to employees, long-term disability income protection insurance coverage. The basic benefit shall be sixty six and two thirds percent (66-2/3%) of the employee's monthly base pay with a maximum benefit of five thousand three hundred thirty three dollars (\$5,333). In no event shall the employee receive more than full salary. The benefits provided under this section are subject to the characteristics of the individual program.

(a) The waiting period for the above long-term disability benefits plan shall be ninety (90) days.

6.13 Life Insurance

(a) The City will continue to provide, at no premium cost to employees, fifty thousand dollars (\$50,000) life insurance coverage provided to employees and one thousand dollars (\$1,000) for dependents, and which coverage includes accidental death and dismemberment benefits.

(b) The City will allow, subject to the insurance carrier's approval, any employees to purchase, at their own cost, additional life insurance coverage under the City's group program.

6.14 Deferred Income

The City will continue to make available to the employees a deferred income program, now being administered by Nationwide and International City Management Association (ICMA) or a similar program with another institution acceptable to City.

6.15 Retired, Deceased and/or Permanently and Totally Disabled Employees

This Section 6.17 (including subsections) applies only to employees hired prior to July 1, 2007, and providing continuous City service since that time. The language in this section has been revised from that contained in the previous MOAs between the City and S.E.I.U. for the purposes of administrative clarification, and does not represent a change in benefits provided to current employees or retirees.

1. Definition of Terms

- (a) "Eligible Employee" means any regular full-time or regular part-time benefited employee hired by the City before July 1, 2007, and who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.
- (b) "Retired Employee" or "Retiree" is a regular full-time or regular part-time benefited City employee hired before July 1, 2007 who retires from the City and thereafter receives a retirement allowance from CalPERS. Retirement includes service retirement or disability retirement from the City of Rohnert Park.
- (c) "Continuous City service" is defined as being continuous regular full-time or regular part-time benefited City employment for calculating length of continuous service and service credit. Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.

2. Retirement Health Benefits for Employees Hired Prior to July 1 2007

(a) Retirement Medical Benefits

Eligible Employees had the option to opt out of the retirement medical benefit provided previously, and all employees hired before July 1, 2007 who are currently in the unit elected to opt out, and are therefore covered by the provisions below.

Eligible Employees hired before July 1, 2007 received the following Retirement Medical Benefit, which is fully vested. Eligible Employees who elected this opt-out option shall not be subject to any retiree medical cost-sharing requirements (i.e., normal cost) during the term of their employment.

- (i) The City established a Retiree Health Savings Account (RHSA) in the eligible employee's name for the Eligible Employee. The City contributed \$2,000.00 per year of Continuous City Service into the RHSA. For purposes of the service credit calculation, eligible

employees received service credit on a pro rata basis by month and days of service as of January 1, 2015.

- (ii) Upon retirement from the City, the City will provide the Retired Employee with \$500 per month for the cost of retirement healthcare premiums and qualified health care expenses until the Retired Employee reaches the age of Medicare eligibility. These funds shall be provided to each member on a pre-tax basis (to the extent permitted by law), through a Retiree Health Care Reimbursement Account (RHRA). In the event of the Retired Employee's death, the benefits provided by the City to the Retired Employee under this section will not continue for the survivors or dependent children of the Retired Employee.
- (iii) Retired Employees may participate at their own expense in the City's group health insurance, subject to applicable group health insurance plan requirements.

(b) Dental and Vision Benefits For Eligible Employees

- (i) Upon retirement, City will provide/offer and pay on behalf of Retired Employees, the premium benefit(s) as provided for active employees at the time of retirement for dental care and vision care benefits for Retired Employees and one eligible dependent until the Retired Employee reaches the age of Medicare eligibility or elects to leave the City dental and vision system. Calculation of premium benefit will be prorated for regular, part-time employees.
- (ii) In the event of the retired employee's death, the benefits provided by the City to the Retired Employee under this section will not continue for the survivors or dependent children of the Retired Employee.
- (iii) Any Retired Employee who, after retirement from the City, becomes employed elsewhere and is covered by dental or vision care benefits by his/her new employer, said coverage provided by the City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary. Retired employees are required to notify the City's Human Resources Department of any additional insurance coverage from new employers.

3. Retirement Health Benefits for Regular Employees Hired On or After July 1, 2007

Beginning July 1, 2014, Regular Employees Hired on or after July 1, 2007, shall be eligible for the following benefits:

- (a) Effective July 1, 2014, the City will contribute \$100.00 per month for active employees in paid status to a Retiree Health Savings Account (RHSA). The monthly contribution will end upon the employee's date of retirement or separation from the City.
- (b) The City's contribution to an employee's RHSA shall be considered vested as to an employee terminating City employment with five (5) or more consecutive years of City service.
- (c) Calculation of contribution will be prorated for regular part time employees.
- (d) Subject to the eligibility criteria of REMIF and/or insurance plans, employees hired after July 1, 2007 may participate as retirees at their own expense in the City's group health insurance.

6.16 Clothing Allowance

- (a) The City will provide an employee with reimbursement not to exceed two hundred dollars (\$200) per occurrence for clothing or personal equipment used during the course of employment (excluding jewelry) that has been destroyed or made otherwise non-usable. The City will provide an employee with reimbursement not to exceed fifty dollars (\$50) for the replacement of a watch that has been destroyed.
- (b) Boots – For the term of this agreement, the City will provide each employee with reimbursement, not to exceed three hundred dollars (\$300) per fiscal year, for the cost of work boots and insoles, or treatment (e.g., ToughToe) purchased with such work boots upon submittal to the City of a paid receipt for the boots. City shall establish voucher payment system for boots.
- (c) Coveralls - For the term of this agreement, the City agrees to provide and replace when necessary appropriate coveralls to those City employees the City deems required to wear them in the performance of their duties, i.e. Maintenance Worker Painter, Equipment Mechanic, Senior Equipment Mechanic, and employees required to work in the sewer system. Said coveralls are and shall remain the property of City.
- (d) Uniforms and Service – For the purpose of this section, uniforms shall be defined as pants and/or shorts. Regular employees shall have the option of being issued city uniforms. Each regular employee electing in writing to be issued a uniform will receive an initial issuance of pants or shorts, not to exceed more than eleven (11) items in total and upon initial hire. Each regular employee shall be issued at least two (2) pairs of pants. Issued uniforms must be worn while on duty. Issued uniforms will be laundered and

maintained by the City. Employees with issued uniforms shall return the uniform to the City's designated location on a weekly or biweekly basis for laundering.

In addition, the City will issue eleven (11) logo shirts (t-shirts) and one (1) jacket to each regular employee upon hire into a job class covered by this agreement. Jackets issued shall be durable non-nylon jackets. Employee may choose to be issued two (2) hoodies in place of one durable non-nylon jacket. Rain gear will be issued as needed.

Thereafter, five (5) logo shirts shall be provided annually on the first pay date in December of each fiscal year. Additional shirts may be issued at other times during the years as replacement is needed for normal wear and tear.

The current past practice of the city providing pants, shirts, and jackets will continue until the Uniform and Services are in place at which time current regular employees will be issued the uniforms.

6.17 Education and Training

The City will provide an education and training assistance program to provide reimbursement to employees for tuition, parking, and book costs only for attending and completing, with a satisfactory grade (C or better), courses in the adult high school program, at Santa Rosa Junior College, at Sonoma State University or any other accredited educational institution (including an online or trade school) acceptable to the City. All courses or classes for which reimbursement will be requested must be previously approved by the Supervisor and the City Manager prior to the start of said classes and approval requested on the appropriate City form. The maximum allowed amount reimbursable for tuition is one thousand dollars (\$1,000) per instructional period plus books and materials, with a total reimbursable amount not to exceed three thousand dollars (\$3,000) per calendar year.

6.18 Longevity Pay or Educational Incentive Pay

(a) Longevity Pay - The City will continue to provide longevity pay to employees, based on continuous years of service (as defined in this Section 6.20 (a)) as follows:

Completed Years of Service	Pay Percentage Increases
5 years	2%

For each year thereafter 1/2%

The maximum longevity pay percentage to be paid shall be ten percent (10%) of base pay. The "completed years of service" will be determined on January 1st and July 1st only and not on an employee's employment anniversary date.

For regular employees hired after 05/12/98, the longevity program as outlined above does not apply.

(b) Educational Incentive Pay - For regular employees hired after 05/12/98, which are not eligible for longevity pay as outlined in Section 6.20 (a), the following educational pay benefit shall be provided:

Stipend Level I - \$75 per month, which shall be paid out equally per pay period

1. An approved Technical Certificate awarded by Santa Rosa Junior College (SRJC), or other accredited college, that relates to employment in one or more public works functions.
2. A two-year Associate of Science (AS) or Associate of Arts (AA) degree in a subject area not related to public works functions.
3. An approved Technical Certificate awarded by the City, based upon a course of study completed at the SRJC.

Stipend Level II - \$100 per month, which shall be paid out equally per pay period

1. A two year AS or AA degree with course study related to Public Works. Technical Certificates earned as part of an AS or AA degree are included in this category.
2. A two year AS or AA degree in any subject area, and an approved Technical Certificate.

Stipend Level III - \$135 per month, which shall be paid out equally per pay period

1. A Bachelor of Science (BS) or Bachelor of Arts (BA) in any major course of study, awarded by an accredited college or university.
2. A two year AS or AA degree with course study related to Public Works, and two (2) Technical Certificates in a subject area related to Public Works. Technical Certificates must be at least thirty (30) units.

The Stipend payments provided above are not accumulative, i.e. only one of the two degrees is paid (cannot receive both stipends; only one stipend is paid per employee). In no event shall an employee be paid for more than one degree.

The Stipend payments are authorized only for AS, AA, BS, and BA degrees from an accredited college or university. A copy of the degree must be provided for validation and approval of payment.

6.19 Retirement Programs

- (a) Effective July 1, 2007, the City will provide the California Public Employees' Retirement System (CalPERS) two and seven tenths percent (2.7%) at fifty-five (55) retirement program to miscellaneous member employees.
- (b) Effective July 1, 2011 the City will provide the California Public Employees' Retirement System (CalPERS) two percent (2.0%) at fifty-five (55) program to miscellaneous member employees hired on or after July 1, 2011.
- (c) Beginning August 1, 2011, employees shall contribute 100% of the required member contribution.
- (d) The City will continue to provide the "single highest year compensation" optional provision in its contract with CalPERS.
- (e) The City will modify the CalPERS Annual Cost-of-Living Allowance Increase (Section 21335) to provide for a 2.0% annual maximum cost-of-living increase for employees hired after December 31, 2007. Employees hired prior to December 31, 2007 shall be eligible for the 5.0% annual maximum cost-of-living allowance increase as defined in Section 21335.

(f) New Employees Hired On or After January 1, 2013 Who Are New Members of the CalPERS System

Effective January 1, 2013, the City will provide the CalPERS two percent (2.0%) at sixty-two (62), highest three year average program to new miscellaneous employees (who meet the definition of a new member under PEPPRA) hired on or after January 1, 2013.

Effective, July 1, 2013, such new miscellaneous member employees hired on or after January 1, 2013, shall contribute at least fifty percent (50%) of the normal cost rate to CalPERS.

Pensionable compensation does not include monies paid to new miscellaneous members for bonuses, uniform allowance, overtime allowance or reimbursement for housing and vehicles, or any ad hoc or one-time payments pursuant to Government Code Section 7522.34(c).

- (g) Benefits provided are subject to CalPERS regulations and relevant law.

6.20 Dependent Care Assistance Program

City will continue to provide the Dependent Care Assistance Program (DCAP) as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for childcare as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

6.21 Health Care Tax-Free Dollar Account Program

City will continue to provide the Health Care Tax-Free Dollar Account Program as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for the cost of monthly health care premiums as well as eligible unreimbursed medical expenses, as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

6.22 Hearing Aid Benefit

The City shall reimburse employee only eighty percent (80%) with a lifetime maximum of nine hundred dollars (\$900.00) for a hearing aid device.

6.23 Paid Parental Leave

(a) Eligibility

Effective July 1, 2021, for the term of this MOA, for eligible events that occur on or after Council approval of this MOA, any permanent full-time employee who has been continuously employed by the City for at least twelve (12) months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within six (6) months of the following eligible events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner; and
- Placement of a child with the employee's family for adoption or foster care.

For the purpose of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act. Proof of birth, adoption placement must be provided before an employee can be paid for PPL, and must be submitted within thirty (30) calendar days to the first use of the leave.

(b) Requesting PPL

Employees must submit a written request to Human Resources and notify their supervisor of their intent to take PPL at least thirty (30) calendar days prior to the first use of the PPL. If an eligible event is not foreseeable at least thirty (30) calendar days in advance, a written request must be

submitted to Human Resources and notice must be provided to the employee's supervisor as soon as practicable.

(c) Benefit and Use

Eligible employees shall be granted one hundred and twenty (120) PPL hours to use within six (6) months of the eligible event for the purposes of bonding.

PPL is based on a six (6) month rolling calendar. No more than one hundred and twenty (120) PPL hours may be used in any six (6) month period. An employee does not need to use PPL in one block. PPL can be taken intermittently or on a reduced work schedule. Non-exempt employees must take PPL in one (1) hour increments and exempt employees must take PPL in full day increments.

Employees may not cash out PPL. Any unused PPL will be forfeited at the end of the rolling six (6) month period or upon separation of employment.

PPL is based on the employee's regular monthly salary (base salary plus regularly occurring premiums/incentives). It is considered "paid status" for the purpose of merit, seniority, premiums, annual and sick leave accrual, and City benefit eligibility and contributions.

(d) Protections

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced work schedule.

Upon return from PPL, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other benefits.

(e) PPL Review Process

The City and S.E.I.U. agree to meet to discuss any unanticipated issues that arise, including administrative and legal issues (e.g. to increase the benefit to match federal or State law).

7. Organization Security

7.1 Bargaining Unit Recognition

City recognizes S.E.I.U. Local 1021 as the exclusive representative for the following regular full-time classifications: Fleet Mechanic, Fleet Services Supervisor, Instrumentation Technician, Arborist, Lead Custodian, Custodian, Parks Maintenance I/II/III, Collections Systems Operator I/II/III, Facilities Maintenance Worker I/II/III Water Distribution Operator I/II/III, Water Systems Operator I/II/III, Streets Maintenance Worker I/II/III, Utilities Services Representative, Parks Maintenance Supervisor, Street Maintenance Supervisor, Collections Systems Supervisor, Facilities Maintenance Supervisor, Water Distribution Supervisor, Water Systems Supervisor, and Landscape Maintenance Worker.

Public Works' positions designated managerial by the City, if any, are excluded from the bargaining unit and shall not be subject to this Agreement. New regular full-time position added to the bargaining unit will be covered by this Agreement.

7.2 Payroll Deduction

The City shall rely on a written certification from S.E.I.U. requesting a deduction or reduction from employees' salaries or wages confirming that S.E.I.U. has and will maintain individual signed employee authorizations affirmatively consenting to dues deductions that meet the requirements of State and federal law. After providing the required certification, S.E.I.U. shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

Based on the certification from S.E.I.U. described above, the City shall deduct, per pay period, the amount of regular and period dues, service fees, insurance premiums, COPE and any other Union-sponsored program as specified by S.E.I.U. S.E.I.U. will provide the City with information regarding the amount of deductions and the list of member employees who have affirmatively consented to or authorized such deductions.

The deductions, together with a written statement of the names and amounts deducted, shall be transmitted to S.E.I.U. through electronic funds transfer no later than thirty (30) days after the deductions from the employee's earnings occur.

The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When a unit member is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the unit member deposit the amount with the City which would have been withheld if the unit member had been in pay status during that period. If a unit member is in a non-pay status during a part of the pay period, and that unit member's salary is not sufficient to cover the full withholding, the City shall not

deduct dues. In this connection, all other required deductions have priority over the dues and unit member organization deduction.

7.3 Change or Cancellation of Deductions

Dues deductions may be revoked only pursuant to the terms of the employee's written authorization. Requests to change or cancel deductions shall be directed to S.E.I.U. rather than the City. In the event that the City receives an employee's request to cancel or change deductions, the City shall direct the request to S.E.I.U. The City shall rely on information provided by S.E.I.U. regarding whether deductions for S.E.I.U. were properly canceled or changed.

7.4 Indemnification

S.E.I.U. shall indemnify, defend, protect, and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of Sections 7.2 and 7.3, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on S.E.I.U.'s certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by S.E.I.U. Further, S.E.I.U. shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

7.5 Bargaining Unit Member Contact Information

To the extent required by Government Code Section 3558, the City shall provide S.E.I.U. with a list of names and contact information (listed below) for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire. The City shall also provide S.E.I.U. with a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name;
- Job title;
- Department;
- Work location;
- Home address; and

- Work, home and personal telephone numbers and personal email addresses on file with the City.

7.6 Fair Representation

S.E.I.U. agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes covered by this Memorandum of Agreement regardless of whether they are members of S.E.I.U. This paragraph shall not be construed to create rights greater than those contained in applicable State and Federal law.

8. Safety & Work Equipment

8.1 Safety Items

City will continue to furnish employees with necessary safety items including equipment, tools and appropriate rain gear. Any items furnished by City shall remain the property of City.

8.2 UV Protection

City will reimburse for sunglasses providing UV protection, not to exceed \$150.00 per employee per fiscal year.

8.3 Basic Tool Kit

City agrees to, based upon need, provide and maintain for all full-time regular employees covered by this Memorandum of Agreement a basic tool kit. All items provided in the basic tool kit are and shall remain the property of the City.

(a) City agrees to replace stolen or damaged City owned tools in a reasonable time period (i.e., within one (1) month unless it involves an unusual item) and with the approval of a Public Works supervisor.

(b) It is understood that it is the employee's responsibility to take reasonable care in avoiding the loss or theft of City-owned tools/equipment.

(c) Acknowledgment of Tools and Equipment:

(i) Employees shall sign an acknowledgment of receipt of all the City-owned tools and equipment they received at the commencement and/or during the course of their employment with the City.

(ii) The Union is not responsible for the maintaining of records.

9. Salary Adjustments & Miscellaneous Pay

9.1 Salary Adjustments

- (a) Effective the first day of the first full pay period following the date of Council approval of this MOA, base salary shall be increased by 3.8%.
- (b) Effective the first day of the pay period that includes July 1, 2022, base salary shall be increased by 2.7%.
- (c) Effective the first day of the pay period that includes July 1, 2023, base salary shall be increased by 2%.
- (d) Effective the first day of the pay period that includes July 1, 2024, base salary shall be increased by 1.5%.

9.2 Paychecks

The City shall directly deposit wages to a bank, saving or loan, or credit union account of the employee's choice unless the employee expressly opts out of direct deposit by providing written notice to the Human Resources department. Employees shall have access to their paychecks/automatic deposit notices online. For employees requesting a physical paycheck, the City will send it by mail prior to payday. If the employee does not receive their check on payday, on the following business day, the City shall cut them a live check.

9.3 Pay Change Effective Dates

Any and all pay changes provided to employees, including but not limited to step increases, special pay provisions, promotions, classification changes, or similar pay increases shall become effective as follows: if the effective date of the change is in the first week of the pay period the increase will be effective on the first day of the pay period that includes the effective date of the change. If the effective date is in the second week of the pay period the change will be effective the first day of the subsequent pay period.

9.4 Certification and License Program

A schedule of stipends for maintenance employees obtaining job-related certificates and licenses has been established and will be provided as described in Appendix A of this MOA.

- (a) The history of this program is as follows: In July 2005, the City of Rohnert Park and S.E.I.U. established a schedule of stipends for maintenance employees obtaining job-related certificates and licenses. In July 2006 and July 2007, the Lead Worker Stipend and the Senior Lead Worker Stipend were increased to 2.1% of salary and 5.0% of salary respectively. During negotiations for a successor MOA in 2007 between the City and S.E.I.U. Local 1021, the program

was further modified, creating three levels for stipends and increasing the amount for "lead worker" and "senior lead worker." On March 26, 2008, the City and S.E.I.U. agreed in a side letter to the following in transitioning to the modified Certification License Program:

- i. An employee receiving the Lead Worker Stipend or the Senior Lead Worker Stipend on June 31, 2007, will receive the respective increase (from 2.1% to 2.6% for the Lead Worker, from 5.0% to 6.0% for the Senior Lead Worker) less any applicable deductions or taxes, retroactive to July 1, 2007.
- ii. If during the period between July 1 and December 1, 2007, an employee, as a result of obtaining applicable certificates or licenses, would have become eligible for the Lead Worker Stipend or the Senior Lead Worker Stipend under the program criteria in effect prior to July 1, 2007, the employee will receive the increased stipend amount retroactive to the date he/she become eligible, less applicable deductions and taxes.
- iii. An employee that, as a result of the modification to the stipend criteria qualified as of December 1, 2007 for a higher stipend, shall receive an amount equal to the difference between the stipend amount received and the amount they were qualified for, retroactive to December 1, 2007, less applicable deductions and taxes.
- iv. The stipends will be designated as Level I Stipend, Level II Stipend, and Level III Stipend in Appendix A of the MOA.
- v. With the exception of employees that retired between July 1, 2007, and the date of this side letter, employees that may have been eligible for additional stipend pay that have terminated employment with the City shall not be entitled to any retroactive payment. Calculation of retroactive payments for retirees shall be on salary only, less applicable deductions and taxes, and shall not include vacation or other "payouts" that the retiree may have received at the time of retirement.

9.5 Bilingual Premium

Special compensation shall be given to employees in the S.E.I.U bargaining unit who possess bilingual skills. The City shall establish an evaluation process for designating and certifying eligibility for bilingual pay. Testing for employees eligible for bilingual pay will be scheduled by the Director of Human Resources. When the City designates person as bilingually proficient, the employee shall be entitled to bilingual pay at the rate of one hundred dollars (\$100) per month, to be paid out equally per pay period. Said employee shall be required to provide translation services for the City upon request and shall be subject to re-testing at

the request of the Director of Human Resources. Bilingual designation shall be at the sole discretion of the City. Fantasy Languages based on TV, books and movies would not be eligible for this premium.

9.6 COVID-Related Impacts Recognition Payment

If a successor MOA between S.E.I.U. and the City is approved by the Council on or before to July 1, 2021, then each employee shall receive a one-time, off salary schedule, COVID-Related Impacts Recognition Payment in the amount of \$1,000.00. The COVID-Related Impacts Recognition Payment is compensation that shall not be added to the employee's base pay, nor used for CalPERS retirement calculations. The payment shall be subject to required state and federal taxes.

10. Alcohol

The City and S.E.I.U. agree to continue to work together to assist any employees who have an alcohol or alcohol related, drug or substance abuse problem. It is mutually acknowledged that continued cooperative efforts would give employees a much better opportunity to recover from this very serious health problem.

Since Public Works employees are required to drive City vehicles, use various types of power equipment and tools, and perform their work in locations such as streets and trenches, and it is known that drinking alcoholic beverages or taking certain drugs may slow a person's reflexes and ability to think clearly. The probability of having an accident is increased after drinking alcohol or taking certain drugs. The City recognizes that this situation could place the employee as well as co-workers and the public at risk of injury.

10.1 Alcoholic Beverages or Other Drugs

Alcoholic beverages, or other drugs which affect an employee's ability to drive or function safely, shall not be used by employees during their assigned regular work day, nor while on assigned standby duty.

10.2 Off-duty Hours

If an employee who has been drinking alcohol or using a drug which may impair the employee's ability to drive or function safely receives a call to return to work during off duty hours, the employee must decline the request to work.

10.3 Prescription Drugs

Employees using prescription drugs, which affect the employee's ability to work safely, must inform their supervisor and may be assigned to other appropriate duties or required to take leave.

11. Smoking

S.E.I.U. acknowledges that the City intends to hire employees with the clearly expressed condition of employment that they refrain from smoking.

12. Grievance Policy and Procedure

Both S.E.I.U. and City agree to comply with the grievance procedure as outlined in the Employee Complaint Resolution Procedure, Resolution No. 2018-079, adopted June 12, 2018, a copy of which is attached hereto. Failure to meet any time line or specifically comply with any other requirement of the Employee Complaint Resolution Procedure constitutes a specific waiver and is a bar to further consideration of the grievance.

13. Use of City Facilities

Employees and their eligible dependents (as defined by City policy), will be allowed to participate with no fee imposed in open gym time and use the weight room and locker room facility at the Sports Center when such facilities are open and also participate in the Lap Swim Program conducted at the City's swimming pools. In the event that the City determines that such use of the Sports Center by dependents of employees adversely impacts the public's access to the Sports Center facilities, the parties will re-open this Section 13. Other activities requiring payment of a fee can be discussed with the City Manager for consideration of a waiver of part or the entire fee.

14. Management Rights

Except as limited in this Memorandum of Agreement and applicable State laws, the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of city government and the purpose and mission of its departments and agencies, to determine the nature, levels and mode of delivery and to set standards of service to be offered to the public; and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Memorandum of Agreement; to direct its employees and establish employee performance standards and to require compliance therewith; to take disciplinary action; to discharge, suspend, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable laws; to lay off its employees whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds, or other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and numbers and kinds of personnel by which the City's services are to be provided; including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City; and to take all necessary actions to protect the public and carry out its mission in emergencies.

15. Work Curtailment (No Strike Clause)

Under no circumstances shall the Union or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this agreement.

16. Personnel Rules and Regulations

City Agrees to meet and confer with Union regarding any updates or changes to its Personnel Rules and Regulations.

17. Term of Agreement

This agreement shall become effective upon Council approval of the MOA through June 30, 2025, unless extended by mutual agreement of the parties.

18. Succeeding Agreement

Negotiations for the period commencing July 1, 2025, shall begin on or before February 1, 2025, by which time S.E.I.U. shall submit its proposals to the City Manager.

19. Invalidation

19.1 Suspension of Agreement

If during the term of this agreement, any item or portion thereof of this agreement is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this agreement shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portion, which shall continue in full force and effect.

19.2 Replacement

In the event of suspension or invalidation of any article or section of this agreement, the parties agree, that except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

20. Non-Discrimination

City acknowledges that in receiving the benefits afforded by this Memorandum of Agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law.

21. Personnel Files

Employees or their duly authorized representative have the right to inspect his or her personnel file maintained on him or her by the City. Employees have the right to respond in writing to anything contained or placed in their personnel file and any such responses shall become part of the personnel file.

22. Employee Performance Evaluations

22.1 Performance Evaluation

Employees shall be provided with a copy of his/her performance evaluation twenty-four (24) hours prior to the evaluations interview.

22.2 Employee Response to Performance Evaluation

Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the reviewer no later than thirty (30) days after the evaluation interview.

23. SEIU Officers

The City agrees to authorize two (2) job stewards and one (1) alternate to attend to S.E.I.U. business. In no event shall more than two (2) S.E.I.U. representatives attend to S.E.I.U. business meetings. Total time spent shall not exceed forty (40) hours in aggregate in any fiscal year. S.E.I.U. shall provide a monthly reporting to the City the names and hours used by S.E.I.U. officers during City hours. In all cases, the S.E.I.U. officers shall secure permission from their supervisor before leaving a work assignment.

24. Scrap Metal Fund

A scrap metal fund is authorized by the City for all proceeds received from the sale of scrap metal pulled from the garbage by employees. Said proceeds will be used for the purpose of sponsoring employee picnics, birthday celebrations and other functions approved by the employees and the City. S.E.I.U. shall keep proper accounting on all receipts and disbursements from said fund.

S.E.I.U. acknowledges that all garbage/trash, salvage, scrap and scrap metal collected by employees, is the property of the City. Employees are not entitled to any garbage/trash, salvage, scrap or scrap metal collected during the course of their work for City.

25. Labor Management Committees

25.1 Joint Labor Management Committee – Ad Hoc

The City and the Union support the creation and the utilization of a joint Labor-Management committee. The Labor-Management Committee shall be comprised and function in the following manner:

- (a) The Committee shall be made up of no less than two (2), nor more than four (4) members each from the Union. A City representative or Union committee member trained in facilitation or group problem solving may serve as a facilitator.
- (b) The Committee meetings and related training shall be deemed City business for compensation purposes; however, it is the intent that Committee meetings and/or trainings be held during the regular workday and will not result in overtime compensation.
- (c) The Committee may be continued, modified or expanded by mutual agreement of the participants.
- (d) The Committee may review, discuss and make recommendations on a variety of departmental issues of mutual concern.
- (e) The committee is encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select the high priority issues of mutual interest to review. The Committee is encouraged to define the issues carefully, study and evaluate the most promising solutions, and make a recommendation with the supporting documentation to the Department Head with a copy to Human Resources and the Union.
- (f) The Department Head shall evaluate the proposed solution, make a decision on the Committee's recommendation, and report back his/her decisions.
- (g) The Committee does not replace nor replicate the meet and confer process, and has no authority to bargain, modify or add to existing provisions of the Memorandum of Agreement or other agreements between the Union and the City that are subject to meet and confer or meet and consult.

25.2 Joint Labor Management Committee – Workload/Scheduling

A Labor-Management Committee ("LMC") will meet quarterly during the term of the MOA to discuss what elements of the workload or scheduling the public works department may be modified to reduce the current need for temporary workers. The purpose of the LMC is to allow S.E.I.U. to discuss with City Management any advisory suggestions, recommendations and ideas. The parties understand that S.E.I.U.'s and the City's suggestions, recommendations and/or ideas from the LMC will not be considered meet and confer under the MMBA so that S.E.I.U.'s rights under the MOA are maintained and similarly the City's management rights are maintained. However, in the event that S.E.I.U. and the City reach mutual agreement at the LMC during the term of the MOA, the parties may enter into a side letter to modify current terms and conditions of employment subject to the ratification of S.E.I.U. members and approval of the City Council.

26. Layoff Procedure

The City and S.E.I.U. agree to clarify how Section 6.C., Layoffs and Section 6.B., Reinstatement in City Manager's Administrative Policy No. 1, Personnel Rules and Regulations shall apply to S.E.I.U. members.

Total time employed by the City shall be used to determine the seniority of a given employee. Part-time employment shall be credited on a prorated basis. For example, half time employment during two weeks will be credited as one week of employment when determining seniority.

In the event of a layoff, the City agrees to lay off employees according to seniority. The layoff order of employees within a given classification will be as follows: the employee with the least seniority will be subject to lay off first, the employee with the second least seniority will be subject to lay off second, and so on. The employee with the most seniority will be the last employee subject to lay off within a given classification.

In the event of employee reinstatement, the City agrees to reinstatement according to seniority. The reinstatement order of employees within a given classification will be as follows: the employee with the most seniority will be reinstated first, the employee with the second most seniority will be reinstated second, and so on. The employee with the least seniority will be the last employee to be reinstated within a given classification.

27. Compensation Survey

The City agrees to conduct a compensation survey consistent with the City's Compensation Philosophy, and covering at least fifty (50%) of existing classifications as of October 1, 2024. The survey will be initiated not later than November 1, 2024 and will be completed prior to the commencement of negotiations for a successor MOA.

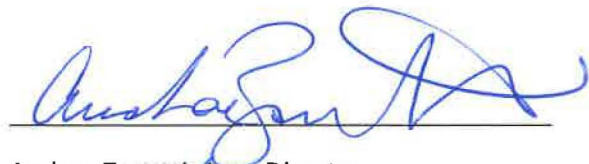
28. Complete Understanding

The terms and conditions contained in this MOA represent the full, complete, and entire understanding of the parties of matters within the scope of representation. This MOA terminates, and supersedes all practices, agreements, side letters, procedures, traditions, and rules and regulations inconsistent with any matters specifically covered in this MOA. During the term of this MOA, any side letter between the parties is required to be signed by an authorized representative of S.E.I.U. and the City Manager or his or her designee.

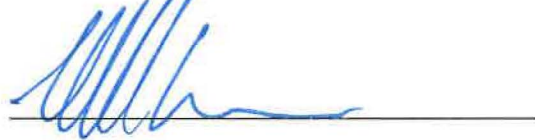
SIGNATURE PAGE

This agreement was tentatively agreed upon by the SEIU 1021 and City of Rohnert Park Public Works negotiating teams June 22, 2021. The Union by a majority vote of its membership ratified this agreement on July 1, 2021. The contract will be effective June 22, 2021 through June 30, 2025.

FOR THE UNION:



Andrea Zanetti, Area Director



David Canham, Executive Director

CITY OF ROHNERT PARK


Darrin Jenkins, City Manager 9/30/21 DATE

SERVICE EMPLOYEES INTERNATIONAL UNION

 09/19/2021
Diego Santelices DATE
SEIU Representative

 9/16/21
Jean Lestanguet, Board Official DATE


 9/28/21
Mitch Pearson DATE

 7/19/21
Billy Wilson DATE

Council Approval:
By: 
Gerard Giudice, Mayor

Resolution Number:

Attest:


Sylvia Lopez Cuevas, City Clerk
Elizabeth Machado Acting City Clerk

Approved As To Form:

Michelle Marchetta Kenyon, City Attorney
CITY OF ROHNERT PARK