

AGREEMENT BETWEEN

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1021

LOCAL 1021

and

City of Ione

SEIU

Stronger Together

November 29, 2010 through June 30, 2015

MEMORANDUM OF UNDERSTANDING
by and between CITY OF IONE and SEIU LOCAL 1021
NOVEMBER 29, 2010, through JUNE 30, 2015

ARTICLE 1. RECOGNITION.

The City of Ione (City) recognizes Service Employees International Union Local 1021 (Union) as the exclusive bargaining representative for employees holding classifications listed in Appendix A.

ARTICLE 2. FLSA COMPLIANCE.

The City shall comply with the provisions of the Fair Labor Standards Act.

ARTICLE 3. SEVERABILITY.

If, during the term of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority other than the City which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect thereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this agreement shall not invalidate any remaining provisions, which shall continue in full force and effect.

In the event of such severance of a provision of this Agreement, the City and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

ARTICLE 4. NONDISCRIMINATION.

The provisions of this Agreement shall be applied, subject to state and federal law, without discrimination because of mental, physical, or sensory handicap, age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, Union activity, or membership or non-membership in any employee organization.

The City and the Union shall share jointly the responsibility for application of the above section.

ARTICLE 5. SHOP STEWARDS.

The City recognizes the need and affirms the right of the Union to designate one (1) shop steward and an alternate from among the employees in the unit. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an

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effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

The shop steward recognizes the fact that the supervisor is the key person for the City and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, City or department policy, or Memorandum of Understanding.

The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the City in writing of the names of the stewards.

ARTICLE 6. UNION SECURITY.

Every employee covered by this Agreement shall, as a condition of employment:

- A. Become a member of the Union and maintain the employee's membership in the Union in good standing in accordance with its Constitution and Bylaws; or
- B. In the alternative, tender monthly an agency or service fee in an amount equal to the amount of the monthly dues required of members except that:
 - 1. Any employee of the City in a classification represented by the Union and who, on the date of ratification of this Agreement, is an employee and is not a member of the Union, and who remains an employee continuous after such ratification date, is exempt from the provisions above unless the employee elects to become a member of the Union;
 - 2. Any employee appointed to any classification out of the bargaining unit covered by the Agreement may withdraw from membership in the Union, and the employee's obligation to pay an agency or service fee shall be suspended for the duration of such period as the individual is working for the City in a job classification not covered by this Agreement.
- C. The City shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for above who are not exempted by the provisions above, and who individually and voluntarily authorize such deductions in writing in accordance

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with the provisions of Section 1157.3 of the Government Code of the State of California.

- D. The City shall deduct the appropriate membership dues or agency or service fee amount as established by the Union and submit the payments monthly to the Union.
- E. Both the Union and City shall approve the form of check-off authorization for dues deduction.
- F. In cases of non-compliance, upon written request from the Union, the City shall take effective action to encourage employee compliance with the requirements of this Article.
- G. The City shall provide all new employees with Union membership application forms, payroll deduction authorization forms, and a copy of this Agreement on or before the first day of employment. Such materials will be furnished to the City by the Union.
- H. Agency Shop

For the term of this Agreement, all employees in the bargaining unit represented by the Union shall be required, as a condition of continued employment, either to join the Union or to pay the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union. This requirement shall not apply to any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the Union as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to contribute to a non-religious, non-labor, charitable fund which is mutually acceptable to the Union and the employee, and is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Union shall indemnify and hold the City harmless from any loss, claim, liability or expense (including without limitation the City's attorneys' fees and costs) arising from or related in any manner to the payment of service fees and costs or any other terms of this Agency Shop provision. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deduction made or not made, unless a written claim of error is submitted to the City Manager within thirty (30) calendar days after the date such deduction was or should have been made.

- I. Proof of such payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the

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Union, and the City will, upon request of the Union, demonstrate such continued payment.

- J. The service fee payment will be used by the Union for purposes of collective bargaining, contract administration, and pursuing matters affecting wages, hours, and other terms and conditions of employment.
- K. It shall be the City's responsibility, once notified by the Union of the amount of the service fee as determined by the Union, to provide the Union with a list of all persons in the bargaining unit, and their addresses in order that the Union can notify such individuals of their obligations under this Agreement, and pursuant to Government Code Section 3502.5. Thereafter, service fees from non-members shall be collected by payroll deductions and distributed to the Union on a monthly basis. The Union will be notified no later than thirty (30) days after the event of any additions or deletions of the names of persons as employees in the bargaining unit to whom this provision is applicable.
- L. As currently required by Government Code Section 3502.5(d), the Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and to all members of the bargaining unit, within sixty (60) days after the end of the Union's fiscal year, 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 by a certified public accountant. If the Union is required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees in the bargaining unit, or is required to file financial reports pursuant to Government Code Section 3546.5, it may satisfy the financial reporting requirements of this Section by providing the City with a copy of such financial reports. In the event that case law, or subsequent legislation, amends these requirements, this Section shall be deemed amended to conform thereto.

ARTICLE 7. SAFETY.

No employee shall be required to work with unsafe equipment or under circumstances that would be injurious to his/her health or safety.

ARTICLE 8. TERMS OF AGREEMENT

The terms of the agreement for newly appointed wages, benefits, etc., shall be in effect ____ to June 30, 2015.

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ARTICLE 9. PROBATIONARY PERIOD.

- A. PROBATIONARY PERIOD. A employee shall be required to serve a probationary period of six (6) months from the date of employment or promotion. Upon successful completion of probation, such employee shall be granted permanent status. The City Manager may extend the six-month probationary period up to three (3) additional months.
- B. PROBATIONARY EMPLOYEES. During the probationary period, employees shall receive performance evaluations provided in Article 10. During probation, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.
- C. NEW PROBATIONARY EMPLOYEES. A new probationary employee may be terminated for just cause reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his/her duties during the probationary period.
- D. NOTICE OF TERMINATION. A new probationary employee who is terminated shall be given written notice of said action.
- E. NO RIGHT OF APPEAL. A new probationary employee who is terminated shall have no right to appeal or to grieve the termination with the following two exceptions: A new probationary employee who is terminated for failing to satisfactorily perform duties during the probationary period who has not had at least three (3) timely evaluations as set forth in Article 10, or who has cause to believe that termination was based on unlawful discrimination shall have the same appeal rights accorded to permanent employees from disciplinary actions.
- F. PROMOTED PROBATIONARY EMPLOYEES: RETURN TO PREVIOUS POSITION DURING PROBATIONARY PERIOD. A promoted probationary employee may be returned to his/her previous position for any just cause reason at any time during the probationary period. A "just cause reason" includes the employee's failure to perform satisfactorily his/her duties during the probationary period. A promoted probationary employee may not be terminated from employment for failing to satisfactorily complete his/her probationary period but may be terminated for just cause as set forth in Article 17.
- G. NOTICE OF RETURN TO PREVIOUS POSITION. A promoted probationary employee who is returned to his/her previous position shall be given written notice of said action.
- H. NO RIGHT OF APPEAL; EXCEPTIONS. A promoted probationary employee who is returned to his/her previous position shall have no right to appeal or to grieve the

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return with the following two exceptions: A promoted probationary employee who is returned to his/her previous position for failing to perform satisfactorily his/her duties during the probationary period who has not had at least two (2) timely evaluations as set forth in Article 10, or who has cause to believe that his/her return was based on unlawful discrimination shall have the same appeal rights accorded to permanent employees from disciplinary actions.

- I. ELIGIBILITY FOR STEP ADVANCEMENT. A probationary employee whose status is changed from probationary to permanent after the conclusion of the probationary period may be entitled to the appropriate step advancement assigned to positions following completion of probation.

ARTICLE 10. PROCEDURES FOR THE EVALUATION OF EMPLOYEES.

- A. PURPOSE OF EVALUATION. The preparation and use of employee's evaluations are intended for the mutual benefit of the City and its employees.

1. Employee evaluations should be used:
 - a. To identify the evaluator's expectations for the employee's job performance;
 - b. To acknowledge above-standard performance;
 - c. To prescribe the means and method of converting deficiencies to a required level of performance; and
 - d. To encourage two-way communication between employees and their evaluators to improve the work environment to increase morale and efficiency.
2. Evaluations are specifically not disciplinary in nature.
3. At the commencement of the sixth month of a probationary employee's probationary period the employee's evaluator shall submit to the City Manager a report of appointment approving or disapproving the probationary employee's change of status from probationary to permanent. If the probationary employee fails to successfully complete the probationary period, he/she shall be terminated.
4. Until the evaluations are completed, the probationary employee shall not be eligible for step advancement; provided, however, that the probationary employee's evaluator shall complete the five-month evaluation and act on the

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probationary employee's status within thirty (30) days after the conclusion of the six-month evaluation period. The probationary employee whose status is changed from probationary to permanent after the conclusion of the six-month probationary period may be entitled to the appropriate step advancement retroactive to the conclusion of the six-month probationary period.

- B. EVALUATORS. A supervisor or department head who shall have personal knowledge of the job performance of the employee shall evaluate employees.
- C. TIME FOR EVALUATION OF PERMANENT EMPLOYEES. Permanent employees shall be evaluated at least once per year within a month of the anniversary of their date of hire or promotion and thereafter whenever the City perceives the need for such evaluation.
- D. COMPLETION OF PROBATIONARY PERIOD FOR EMPLOYEES.
1. The employee's evaluator shall complete an evaluation of the employee two (2) times during the probationary period, the first being no later than the end of the employee's second month and the second no later than the end of the employee's fifth month of the probationary period. The third evaluation during probation is to be used to determine whether the employee shall be assigned to permanent status or to an extended probation period. Employees receiving an extended probation period shall continue to receive evaluations for the duration of the extension. After the second evaluation, if retention of the employee is warranted, the evaluator shall submit to the City Manager a report of appointment approving the probationary employee's change of status from probationary to permanent. If he/she approves the report of appointment, the City Manager shall approve probationary employee's change of status from probationary to permanent.
 2. Any evaluation, when completed, shall be reviewed with the employee by the evaluator during the employee's working hours without loss of pay or benefits to the employee. No evaluation shall be placed in any employee's personnel or other City record until the evaluation has been reviewed with the evaluated employee. Both the evaluator and the evaluated employee shall affix to the evaluation their signatures and date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the evaluation, but only that the employee has read the evaluation and has had an opportunity to discuss it with the evaluator. If the employee refuses to sign the evaluation, the evaluator will indicate "refusal" and place the evaluation in the employee's personnel file.

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3. Except when used for purposes of disciplinary action adverse to an employee, as provided by Article 18 of this Agreement, the Union and the City agree that evaluations shall not be subject to the grievance procedure.
- E. EMPLOYEE'S RIGHT TO RESPOND. Any employee who wishes to respond to his/her evaluation may, during working hours, make such written response, and the response shall be appended to the evaluation and included in the employee's personnel file.
- F. COPY OF RESPONSE TO EMPLOYEE. The evaluator shall provide for retention by such employee a true and complete copy of such written response, and both the evaluator and the evaluated employee shall affix to such copy their signatures and the date upon which the evaluator received such written response.

ARTICLE 11. POSTING AND FILLING OF OPEN POSITIONS.

NOTICE TO EMPLOYEES OF OPEN POSITIONS. In order to insure that all employees have an opportunity to apply for open City positions, the City shall provide notice of each open position as soon as possible but under no circumstances later than five (5) working days prior to the application deadline.

ARTICLE 12. TRANSFERS.

Any regular City employee who desires to initiate a request for transfer to the same classification in another City department shall be given consideration based upon qualifications, performance, and length of service. Those employees requesting transfer to classification in departments are subject to the rules of selection.

ARTICLE 13. VOLUNTARY TRANSFERS – DEMOTION.

Regular permanent employees may voluntarily demote to any vacant position in a lower class in their current classification series within the department. The City Manager shall determine definition of a classification series after consultation with the department head in the appropriate employee organization. With prior appointing authority approval, a regular permanent employee may transfer or voluntarily demote to any vacant position in a class of equal or lower salary in any department if the employee held permanent status in the classification within the previous twelve (12) months.

ARTICLE 14. REINSTATEMENT.

With the approval of the department head and the City Manager, a regular or probationary employee who has resigned with a good record may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or

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comparable class. However, the employee will not be entitled to any previous privileges such as longevity pay, and will, by necessity, be considered a probationary employee.

ARTICLE 15. DIFFERENTIAL PAY FOR OUT OF CLASSIFICATION.

Upon specific written assignment by the City Manager or his designee, an employee shall be required to perform the principal duties of a higher classification. Employees so assigned shall be compensated with the salary and benefits the employee would receive if the assignment was a promotion to that position; provided, however, that the employee shall only receive such additional compensation when the assignment is for more than ten (10) consecutive work days or longer and that payment of such additional compensation shall be for all time worked in such assignment. Upon completion of the out-of-classification assignment the employee has the right to return to their previous assignment without loss of benefit. Employees shall not be required to work out-of-classification except upon specific written assignment by the City Manager or his designee.

ARTICLE 16. LAYOFF, BUMPING, AND RECALL.

- A. LAYOFF OF EMPLOYEES. When deemed necessary and directed by the City Council, a reduction in the City's work force may be initiated due to (1) lack of work, (2) lack of funds, or (3) program or organizational changes resulting in a surplus of employees or elimination of a specific program or service.
1. Insofar as possible, a reduction in force shall be accomplished by attrition. When it is determined by the City Council that attrition will not provide sufficient relief for the condition warranting a reduction in the number of City employees, the Council may direct a specific layoff by department(s), budget unit, and classification/series in number of employees pursuant to this policy.
 2. Any required reduction in the number of employees shall be in the following order within the same classification and/or classification series within department:
 - a. Seasonal, temporary, and extra-help employees;
 - b. Probationary employees;
 - c. Regular part-time employees;
 - d. Regular full-time employee
 3. When it is determined by the City Council that a reduction in the number of City employees is required, the City Manager and/or his/her designee and the

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affected department head will prepare a revised departmental allocation list that complies with the limitations imposed by the reduction in force. Such position allocation list shall be reviewed and adopted by the City Council at a City Council meeting.

4. Thereafter, by resolution, the City Council will designate by department the number and classifications of employees to be affected by the layoff and the effective date of such layoff.
5. Employee(s) shall be given a written notice of proposed layoff by his/her department head at least fourteen (14) calendar days prior to the effective date as such action stating:
 - a. The last day of work for the employee;
 - b. The reason for the layoff;
 - c. Re-employment rights;
 - d. Voluntary demotion rights; and
 - e. Appeal Procedures.
6. APPEAL PROCEDURES. In the appeal, such layoff shall be in accordance with this Section of this Agreement, and shall be limited to the issue of seniority or the application of the procedures under this Agreement. This procedure does not affect the department head's authority to terminate intermittent, seasonal, and extra-help employees as dictated by the workload of the department.
7. A layoff for purposes of this section is defined as a reduction in the regular workforce expected to last more than ten (10) days.
8. The City will give a notice of anticipated layoff as soon as possible, but no later than thirty (30) days prior to the effective date of the layoff.
9. Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department or agency, and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.
10. Layoffs shall occur within the department where the position or positions are deleted.

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11. In the event of ties in seniority, the department head shall determine the order of layoff. The decision is to be based upon the most recent performance evaluation.
- B. BUMPING RIGHTS. Bumping rights are within the regularly assigned department. Extra-help employees do not have bumping, recall, or re-employment rights.
- C. BUMPING TO A LOWER CLASSIFICATION. Regular employees subject to layoff may bump to a lower class in which they held permanent status (passed probation) within their regularly assigned department if their accumulated class seniority is greater than another employee that is not otherwise subject to layoff and they meet the current qualifications for the position.
- D. CLASS SENIORITY DEFINED. "Accumulated class seniority" means all consecutive time in one occupational series together with prior consecutive time in a different occupational series within the same department provided that the employee meets all the current requirements of the positions in the second occupational series.
- E. RECALL LISTS.
1. Regular employees laid off shall be placed on a recall classification list in order of their seniority so that the employee with the greatest class seniority is recalled first.
 2. Recall rights are for a period of two (2) years following layoff.
 3. Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of two (2) years. Such offers will be on the basis of accumulated class seniority.
 4. Upon request, employees who have been laid off will be hired to fill vacancies in any department for the class they occupied or any class which they held permanent status and continue to meet class qualifications for a period of two (2) years.
- F. RECALL RIGHTS.
1. An employee who is laid off shall have the following rights for a period of two (2) years following his/her layoff:
 - a. To be rehired to any open position in the department from which the employee was laid off when such open position has the same

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classification as the position which the employee held immediately prior to his/her layoff.

- b. To be rehired to any open position in any department other than the department from which the employee was laid off when such open position has the same classification as the position which the employee held immediately prior to his/her layoff unless the open position is to be filled by the promotion of another employee from that department.
 - c. To be rehired to any open position covered by this Agreement for which position the employee meets all the minimum requirements unless the open position is to be filled by the promotion of another employee from that department.
- 2. In the case of a rehire to subsection F, the rehired employee shall complete the probationary period as required for other new employees.
 - 3. The right of recall shall not accrue beyond the date on which the employee declines or fails to respond within five (5) working days to an offer of recall from layoff or two (2) years from the date of layoff, whichever occurs first, and upon expiration of such right such employee shall be deleted from the recall lists.
 - 4. An employee re-employed either prior to or within two (2) years following expiration of his/her right of recall from layoff in a class other than the regularly assigned department class from which he/she was laid off shall be granted restoration of sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her seniority accrued prior to the date of his/her layoff or the date of expiration of his/her right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the rate at which such employee shall earn and accrue vacation leave and for purposes of determining the date upon which such employee shall become eligible for benefit in accordance with the provisions of Article 23.

ARTICLE 17. SENIORITY.

- A. Seniority shall be determined by length of continuous paid employment within a classification (or series, if applicable) within a department. Time on unpaid leave or suspension shall not be included in calculated seniority. If the length of service within a classification is the same for two (2) or more employees, the length of continuous paid employment from original date of hire shall determine seniority.

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- B. The rule of seniority shall apply to all regular employees.
- C. Seniority shall be recognized in the event of:
 - 1. Reduction in force;
 - 2. Recall; and
 - 3. Scheduling of vacations.

ARTICLE 18. DISCIPLINARY AND RELATED ACTIONS.

- A. A regular employee may be disciplined only for just cause. All evidence supporting disciplinary charges must be timely in relation to the incidents that are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee. An intermittent employee may be disciplined for any just cause reason.
- B. JUST CAUSE. Just cause for City disciplinary action taken against a probationary, temporary, or extra-help employee shall consist of any just cause reason.
- C. PROCEDURE FOR PROVIDING NOTICE OF DISCIPLINARY ACTIONS.
 - 1. Service of Notice of Proposed Disciplinary Action on the affected employee shall be made either in person or by mail addressed to the employee's last known mailing address.
 - 2. If the affected employee can not be served in person or by mail addressed to the employee's last known mailing address, or if, for any reason, the affected employee refuses or fails to take receipt of the Notice, service shall be deemed complete three (3) days after the attempted service.
- D. PROGRESSIVE DISCIPLINE.
 - 1. The City shall use progressive discipline when the City believes that progressive discipline shall serve the dual purposes of providing both a corrective warning and a penalty to an employee whom the City intends to retain as an employee after the discipline. The City may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the City believes dismissal to be the appropriate discipline because of the employee's conduct.
 - 2. Progressive discipline shall consist of the following levels:

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- a. Verbal warning with written documentation;
 - b. Written reprimand;
 - c. Disciplinary probation;
 - d. Suspension;
 - e. Demotion; and
 - f. Dismissal.
3. An initiator may discuss with the City Manager at the appropriate level of discipline prior to beginning any disciplinary action. Such discussion shall not prevent the City Manager from being the Step 1 decision maker as set forth in Article 18.

ARTICLE 18. PROCEDURAL RULES FOR PERSONNEL DISCIPLINE.

STEP I. Whenever information by whatever means comes to the attention of the City relative to the official behavior or activities of an employee that may result in disciplinary action against the employee, the information will be immediately provided to the City Manager.

STEP II. The information (i.e. Charges or accusations, including all information that is available concerning the charges) shall be reduced to writing.

STEP III. If the information is provided to the City Council formally (i.e. At a City Council meeting or verbally or in writing at some other time) the Council will immediately refer the matter to the City Manager. The Council will transmit the information without comment, or in any other manner indicate an expression of opinion or finding concerning the legitimacy or validity of the charges or information.

STEP IV. The City Manager will immediately provide the charges to the person against whom they are directed. The City Manager will ensure that person is provided with all such information that is available concerning the charge, including any evidence or supporting material that has been submitted.

STEP V. When the charges concern general employees, the City Manager will conduct the investigation of the charges. The procedural rules to be followed will be those provided by applicable state statutes and court decisions.

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STEP VI. The completed investigation with findings, conclusions, and recommendations of the City Manager will be provided to the person charges. The person charged will be afforded ten (10) calendar days to respond to the investigation, either orally or in writing. To the extent practicable, any oral statements will be subsequently reduced to writing to be included as part of the investigation.

STEP VII. The person charged shall be advised of his/her right to appeal the decision of the City Manager within the ten (10) calendar days as provided for in Step VI.

STEP VIII. The appeal hearing will be conducted by an independent Hearings Officer, trained and certified by the State Mediation and Conciliation Service. The Hearings Officer shall be selected by the alternating name strike method between the parties from a list of seven. The Hearings Office will conduct a full evidentiary hearing and shall make findings of fact and conclusions on the pending disciplinary action. The findings of fact and conclusions must establish a factual basis for the conclusions reached and, further, must support the recommended action. The City and the Union shall equally share any cost incurred.

STEP IX. The findings of fact and conclusions shall be binding upon the parties.

ARTICLE 19. PROCEDURE FOR THE RESOLUTION OF GRIEVANCES.

- A. Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance.
- B. Any grievance filed shall include the following information:
 - 1. The state, federal, or local law, or the specific provision of this Agreement or City rule, regulation, ordinance, practice, or policy alleged to have been misapplied, misinterpreted, or violated.
 - 2. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
 - 3. The alleged adverse effect upon the grievant(s) resulting from said alleged misapplication, misinterpretation, violation, or discipline without sufficient or just cause.
 - 4. The remedy for such alleged adverse effect sought by the grievant.

Failure by the City to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the

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grievant is satisfied with the resolution, if any, of the grievance, that the grievance is terminated, and that the grievant waives any right to further appeal of the grievance. However, nothing in this section shall be construed to prevent the parties from extending either a decision deadline or a submission deadline by written mutual agreement.

A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

The City shall allow an employee and/or his/her Union representative reasonable time off work without loss of pay or benefits in order to process a grievance during normal working hours.

In the case of multiple grievances on the same issue, the City may elect to resolve the issue by having one joint hearing on all the grievances.

C. Grievance Process

STEP 1. EMPLOYEE / UNION.

Within fifteen (15) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis for the grievance, the grievance shall be presented in writing to the City official with supervisory authority over the grievant or the grievant's department head.

Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

Within five (5) working days of such a meeting, the City supervisory or management official shall serve written notice of the decision to the grievant. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing within ten (10) working days of receipt of the written decision at Step 1, or within ten (10) working days after the decision deadline at Step 1 has elapsed.

STEP 2. DEPARTMENT HEAD.

Any appeal from a Step 1 decision on a grievance shall be in writing. The department head or the designated representative shall meet with the employee in an attempt to resolve the grievance within five (5) working days of receipt of the grievance. The department head shall render a written decision on the matter within five (5) working days of the meeting.

STEP 3. CITY MANAGER.

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The grievant may appeal the decision at Step 2 to the City Manager by filing a written appeal within five (5) working days of receiving the decision from Step 2. The City Manager may conduct an independent investigation by a third party and/or hearing and render a decision within fifteen (15) working days. If either party is dissatisfied with the decision of the City Manager, they may appeal the decision to Step 4 within five (5) working days of being given notice of the decision. If the City Manager does not respond to the appeal within the time limits, the employee may appeal to Step 4 within five (5) working days of the expiration of the 15-day period by filing a written request with the City Council.

STEP 4 MEDIATION

If the grievance/discipline appeal is not resolved at the City Manager's level either party may request that the grievance/discipline appeal be submitted for mediation. The parties shall request a mediator from the State Mediation and Conciliation Service to hear the case. The mediator shall hear the case and help the parties to resolve the grievance at this level. If the mediator cannot reach a settlement with both parties, he/she will render a bench opinion as to what he/she believes will happen during arbitration. If mediation does not resolve the grievance/discipline, then the Union may submit the issue to arbitration within fifteen (15) days.

ARTICLE 20. ARBITRATION.

- A. The employee or the Union may appeal the Step 3, if not resolved at Step 4 through Mediation, a grievance decision to a neutral third party selected either (1) by mutual agreement, or (2) from a list of seven provided by the State Mediation and conciliation Service, in which event the parties shall alternately strike names from the list until one is left.
- B. The arbitrator shall designate and give notice of the date, time, and place for the hearing on the appeal as soon as possible, but no earlier than ten (10) days after a hearing is requested. The hearing shall, upon request of the employee, be public and informal, but shall be conducted by the arbitrator in the manner he/she deems to expeditiously fully present the evidence and arguments of the parties in interest.
- C. The arbitrator shall cause a recording to be made of the hearing.
- D. The City shall make available for testimony in connection with this procedure any City employee whose presence is requested by the grievant or his/her representative. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

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- E. The arbitrator shall render his decision on the appeal in writing and shall include the arbitrator's findings of fact, which shall be conveyed to the parties or their designated representatives. The decision of the arbitrator shall be final and binding upon the parties.
- F. The cost of the hearing for all grievances and appeals shall be borne equally between the parties.

ARTICLE 21. LEAVES OF ABSENCE; UNAUTHORIZED ASBENCE.

A. INJURY LEAVE.

1. Any employee who suffers an incapacitating injury in the course of employment shall, in lieu of workers' compensation benefits, be entitled to receive his regular full salary for the first seven (7) working days employee misses work due to employee's incapacitating injury following the date of said injury. Any employee who remains absent from work by reason of an incapacitating injury and who is eligible to receive workers' compensation benefits shall receive from the City, for a period not to exceed fifteen (15) days, salary payments in an amount equal to the difference between the amount granted to the employee pursuant to workers' compensation and the employee's regular rate of pay. In no event shall the aforementioned City payments for a job-related injury leave exceed a combined total of twenty-two (22) working days. If the employee remains absent from work due to his incapacitating injury beyond the aforementioned 22-day period, then those provisions contained in Chapter 6, Section (i) shall apply.
2. As determined by the City's workers compensation carrier or administrator, "resumption" or a "relapse" of a previous incapacitating injury will not entitle the employee to another 22-day salary supplementation by the City. However, an "aggravation" of a pre-existing injury will be counted as a new injury and shall entitle the employee to full City benefits.
3. Any employee bringing action against a third party to recover for injuries or disabilities for which the City has made payments of salary or compensation, shall forthwith give the City written notice of such action and, therefore, the City shall be entitled to reimbursement out of any recovery made by employee in such action for amounts paid for salary or compensation during the employee's disability. Such sick leave shall then be restored to employee's account upon making restitution.

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B. LEAVE OF ABSENCE WITHOUT PAY.

1. Full-time employees may use vacation leave, holiday leave, sick leave, personal leave, and other types of paid leave only on days and during the hours on which they have been scheduled to work. Leave of absence without pay may be granted to workers for up to one (1) year. Extension to leaves approved for less than one year shall not unreasonably be denied provided adequate advance notice is given. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason, and in such cases a leave will be granted. If a worker wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority.
2. A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.
3. All applications for leave of absence shall be made in writing except when the employee is unable to do so. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions provided the employee is capable of performing the duties of the former position. However, if there has been a reduction of forces or the employee's position has been eliminated during said leave, the employee will be placed in the position the employee would be in had the employee not been on a leave of absence.
4. An employee's status as a regular employee will not be impaired by such leave of absence, and the employee's seniority will remain unbroken.
5. An employee on an unpaid leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage provided the full monthly premium is received by the City Manager on or before the first day of the month for which the premium is intended.
6. Absence under unpaid leave provisions herein shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease to accrue for the duration of any such unpaid leave of absence unless continuation of such benefit accrual is required in accordance with any other section of the agreement dictating such.
7. An employee holding a regular position may request a leave of absence without pay for any of the following reasons:

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- a. Illness;
 - b. Disability;
 - c. Pregnancy;
 - d. Injury;
 - e. To take a course of study which will increase the employee's usefulness on return to his/her position;
 - f. For personal reasons acceptable to the approving authority; and/or
 - g. Attendance at official Union functions as an authorized delegate.
8. The above is exclusive of military leave, Family Medical Leave Act, and workers' compensation leave.
9. Employees granted a leave of absence without pay shall have the option to exhaust any accumulated vacation time or compensatory time off prior to the beginning of leave of absence, or to leave such vacation time or compensatory time off in their accumulated account. Once the leave of absence begins, the employee may not utilize any remaining accumulated vacation or compensatory time off. Employees requesting a leave of absence due to illness or disability, except pregnancy disability, shall use any accumulated sick leave prior to the requested beginning date of such leave.
10. Whenever an employee who has been granted a leave of absence without pay desires to return before expiration of such leave, he/she shall notify his/her department head as soon as possible in advance of the return. The City Manager shall be promptly notified of such return.
11. An employee on leave of absence without pay due to illness or injury for a period of six (6) months or more shall present a statement by the employee's physician releasing the employee for normal duty prior to returning to work.

C. MATERNITY LEAVE.

- 1. Sick leave may be used during pregnancy when the employee's physician has certified that, due to her pregnancy, she is no longer able to perform the duties of her position. Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by

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their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, comp time or a leave without pay following normal City procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

2. Use of accumulated sick leave and/or vacation credits during the four-month disability leave shall be granted to employee at her request.
3. As with all other types of leaves of absence without pay, employees on Maternity Leave will not earn sick leave, vacation, or holiday accruals during such leave, nor will the City pay any fringe benefits. This rule applies when an employee does not utilize her accrued sick leave, vacation, and/or compensatory time.

D. FAMILY LEAVE

1. In accordance with the Family Rights Act of 1991, a permanent full-time or permanent part-time employee who has been continuously employed by the City for one year may take up to a total of four (4) months in a 24-month period as unpaid leave of absence for the purpose of caring for members of the employee's immediate family. The request for Family Leave shall be made in writing and is subject to the approval of the City Manager.
2. Immediate family is defined as a dependent child (including a foster child), spouse or parent of the employee. Family Leave may be used for the birth or adoption of a child, to care for a child with a serious illness or to care for a spouse or parent with a serious health condition. The City may require that a request for a Family Leave be supported by a certification issued by a health care provider or by proof of adoption.
3. In case of a birth or adoption of a child or in the case of the need to care for a seriously ill child, if both parents are employed by the City, both parents may not take Family Leave at the same time without the expressed consent of the City Manager. In addition, the leave taken by both parents shall not total more than four (4) months in a 24-month period.
4. A female employee who wishes to use Family Leave in conjunction with the birth of a child may use one month of Family Leave in addition to the period of time the employee is considered disabled on account of pregnancy, childbirth, or related medical conditions, or four (4) months, whichever is greater, unless the employee and the City Manager agree otherwise.
5. If the employee's need for leave is foreseeable, the employee shall provide the City Manager with reasonable advanced notice. A request for Family

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Leave may be denied if granting such a leave would present an undue hardship to the operation of the department.

6. Upon returning from Family Leave, the employee will be employed in the same or comparable position that has the same or similar duties and pay, which can be performed at the same or similar geographic location as the position held prior to the leave.

E. LEAVE OF ABSENCE FOR JURY DUTY OR TESTIMONY ON BEHALF OF CITY.

1. Any regular employee absent from work for service as a juror or absent from work for appearance as a witness in response to a subpoena to testify for the City shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the City.
2. The City shall require, prior to and/or following an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror or for appearance as a witness in response to a subpoena to testify for the City.
3. Any regular employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by him/her shall be paid forthwith to the Finance Department to be deposited in the general fund of the City. Employees shall report to work for their regularly assigned shift prior to reporting for jury duty, or receive prior approval from their department head to report directly to jury duty. Employees released from jury duty during their normal duty hours shall report back to their department.
4. A regular employee who is subpoenaed to appear as a witness on behalf of the State of California or any of its agencies may be granted a leave of absence with pay from his/her assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty (30) days from the termination of his services. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

F. BEREAVEMENT LEAVE.

1. A regular employee shall be granted paid leave of absence not to exceed three (3) days on account of the death of any member of the immediate family

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which shall include spouse, sister, brother, father, mother, in-laws, and children of the employee or employee spouse (steps assumed).

2. The City may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of a member of his/her immediate family.
3. Use of bereavement leave shall be charged against the employee's available sick leave unless the member of his/her immediate family as defined in the City's Personnel Rules, in which case the employee's bereavement leave, to a maximum of three (3) days in any calendar year, shall not be charged against the employee's available sick leave. Unless expressly electing otherwise, an employee who exhausts his/her available sick leave shall utilize his/her available compensatory time off until all available compensatory time off is exhausted, whereupon the employee shall utilize his/her available vacation leave until his/her available vacation leave is exhausted.
4. Until an employee exhausts sick leave, vacation balances may not be used. To use such special leave, written approval by the City Manager is required.
5. Up to an additional two (2) days may be authorized by the City Manager when travel of over 300 miles is necessitated.

G. LEAVE OF ABSENCE FOR EXAMINATION OR INTERVIEW. Regular employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examination for City service or for interviewing for other employment with the City.

H. MILITARY LEAVE.

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

I. EFFECT OF EXTENDED MILITARY LEAVE. An employee who interrupts his/her municipal service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

J. ACTIVE DUTY. In accordance with Section 395.01 of the California Military and Veterans Code, employees who have been employed by the City for at least one year will be paid their regular salaries for up to thirty (30) days of state active duty. Employees returning for active military duty shall be reinstated to their regular full-time job classification without any loss of benefits previously afforded to them.

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- K. CATASTROPHIC LEAVE BANK. A catastrophic leave bank shall be established, but only when an employee who qualifies to use it requests it; the leave bank is not continually in existence. When an employee needs and requests donations, vacation leave only may be donated to the bank. The City Manager shall act as a "banker," supervising the donation and the acceptance of the donated vacation leave. An employee will have to use all of the vacation, sick, and holiday leave accrued to him/her before using any donated vacation leave.

L. OTHER LEAVES OF ABSENCE.

Notwithstanding other provisions of this Agreement, a leave of absence with or without pay may be granted by the City Manager for any period of time and upon any terms acceptable to the City and the employee.

An employee's pay for any period of absence under any provisions of this section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease to accrue for the duration of any such unpaid leave of absence unless continuation of such benefit accrual is required in accordance with the provisions of Section F above.

The City may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement during any work stoppage, strike, work slowdown, or other job action against the City by its employees or during any bona fide emergency for which the City deems it necessary to have its employees work.

- M. ATTENDANCE AT INDUSTRIAL ACCIDENT COMMISSION HEARINGS OR RELATED PHYSICAL EXAMINATIONS. An employee who has been injured in the course and scope of his employment with the City and who is required as a result of such injury to be absent from duty to take physical examinations required by the City's Workers' Compensation Insurer or the Industrial Accident Commission, shall be granted leave with pay for such absences by the City Manager. The City Manager shall determine if such absences are in the best interest of the City, and only if the employee is in pay status at the time of the scheduled examination or hearing.

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- N. EMPLOYEE TIME OFF TO VOTE. Time off with pay to vote at any general, direct primary, or presidential primary election shall be granted, as provided in the State of California Elections Code, and notice that an employee needs such time off shall be given in accordance with the provisions of said Code.

ARTICLE 22. HOLIDAY POLICY.

- A. All employees, except those exclude in Paragraph E below, shall be entitled to the paid scheduled holidays listed below provided they are in a paid status during any portion of the working week immediately preceding or succeeding the scheduled holiday.
1. A new employee whose first working day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last day is the day before a paid scheduled holiday shall not be paid for that holiday.
 2. An employee who is on a leave of absence without pay in such a way that he/she is not authorized any pay for both the regularly scheduled working day before the holiday and after the holiday shall not be paid for that holiday.
 3. If paid sick time is used both immediately prior to and subsequent to a paid holiday, the City may require a doctor's certificate.

B. The scheduled holidays are:

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday following	Thanksgiving Day
December 25	Christmas Day

C. Floating Holiday (Optional Holidays)

1. This shall mean up to three (3) working days during the calendar year selected by an employee and approved by his/her department head. It is intended that these holidays shall be used for days that have special

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significance to particular employees such as religious holidays, birthdays, and the like.

2. Floating holidays are based on calendar year, full-time regular employees receive three floating holidays and part-time regular employees receive two floating holidays.
3. Selection of the floating holidays by the employee shall be requested at least fifteen (15) days prior to the date requested, except in cases of emergency or special circumstances which would require immediate approval by the department head.
4. At least one of these holidays must be taken during the calendar year in which the holiday units are credited (use or lose during calendar year).
5. On the first pay day in January of every year all eligible employees will be credited with the appropriate number of holiday units that equal their regular work day (to a maximum of 8 holiday units).
6. Part-time employees shall receive such credits pursuant to Paragraph E-2 below.
7. No employee is entitled to any credit for this floating holiday until the first of the pay period following completion of two (2) pay periods of continuous employment with the City.

C. Saturday and Sunday Holiday

When a scheduled holiday falls upon a Sunday, the following Monday shall be a holiday. When a scheduled holiday falls upon a Saturday, the preceding Friday shall be a holiday. Notwithstanding the above, if a scheduled holiday falls on a Sunday and an employee is required to work that day, Sunday shall be the scheduled holiday for that employee, rather than the following Monday; if a scheduled holiday falls on a Saturday and an employee is required to work that day, then Saturday shall be the scheduled holiday that employee, rather than the preceding Friday.

Regardless of days worked or days off, all employees working on a regular basis shall be entitled to the same number of days off or fractions thereof for legal holidays which occur during the year as would normally be earned by an employee whose work week extends from Monday through Friday and whose regular days off are Saturday and Sunday. This paragraph is provided with the intent of assuring equitable treatment for all employees.

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D. Part-Time Employees Holiday Compensation

1. All regular part-time employees who are normally scheduled to work one-half (1/2) time or more will be compensated for scheduled holidays occurring during the pay period if they meet the requirements of Section A above. Such compensation shall be calculated at the same rate as the employee's budgeted position bears to a full-time position, e.g., an employee who holds a 50% position would be eligible to receive 50% holiday compensation or credit.
2. Regular part-time employees who are eligible for compensation for scheduled holidays shall also be eligible for optional holiday credit. Such credits shall be calculated at the same rate as the employee's budgeted position bears to a full-time position.
3. Temporary employees and employees paid on a daily rate basis shall not be compensated for holidays worked, and any employee hired specifically to work on a holiday shall not receive holiday units for working on the holiday.

E. **Ten Hour Per Day Employees Holiday Computation.** Holiday time for those employees working on a ten (10) hour day, four (4) days per week, shall be accrued and taken on the basis of an eight (8) hour day.

F. **Disposition of Accumulated Holiday Credit Upon Termination.** Accumulated holiday credit will be paid off in cash based upon the base pay of the employee in effect at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of leave time.

G. Any employee who is required to work on a scheduled holiday shall be paid as specified in Article 33 of this MOU and, in addition, shall receive an appropriate number of holiday units for actual hours worked up to a maximum of 8 hours for employees who work 80 hours biweekly. The holiday units can be taken off at any time with the approval of the Department Head or City Manager.

ARTICLE 23. VACATION ACCRUAL AMOUNTS AND ACCRUAL LEVELS.

- A. **No Vacation Until Earned.** No vacation shall be allowed to any City employee until such vacation has been earned as provided herein.
- B. **Initial Vacation Entitlement.** No City employee is entitled to any credit for vacation with pay until the first of the pay period following completion of two (2)

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pay periods of continuous full-time employment with the City or as specified in Section C, below. At such time, such employee shall be allowed the hourly equivalent of one (1) day of credit for vacation with pay. Thereafter, such employee shall, for each calendar month of full-time service, be allowed the hourly equivalent of 0.833 days for vacation with pay. No vacation will be credited for any month in which an employee is absent for more than one-half (1/2) of such month on leave of absence without pay.

C. Vacation Computation for all new employees hired after November 1, 2008:

1. After completion of three (3) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of 1.25 days of credit for vacation with pay.
2. After completion of ten (10) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of 1.667 days of credit for vacation with pay.
3. After completion of twenty (20) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of 2.0833 days of credit for vacation with pay.
4. The following table is illustrative of the number of vacation days employees may earn for continuous employment, providing they are not absent more than one-half (1/2) of any month on leave of absence without pay:

Vacation Days Years of Service	Earned Per Year
0-3	10
4-10	15
11-20	20
20- up	25

D. Vacation Computation for all current employees hired before November 1, 2008.

1. For the first three years of continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of 1.125 days of credit for vacation with pay.
2. After completion of three (3) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of 1.458 days of credit for vacation with pay.

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3. After completion of seven (7) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of 1.875 days of credit for vacation with pay.
4. After completion of fifteen (15) continuous years of full-time service, each employee shall be allowed, for each calendar month of service, the hourly equivalent of five-twelfths (5/12) of an established work week of credit for vacation with pay.

Years of Service	Vacation Days Earned Per Year
0-3	13.5
4-7	17.5
7-20	22.5
20-up	25

- E. Vacation Accumulation—Maximum. It is the intent and desire of the City Council that each employee take a vacation each year. The time when vacation is taken shall be determined by the department head and/or City Manager. No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding twenty-four (24) month period. No additional credit for vacation shall be allowed to accrue to an employee so long as he has accumulated unused vacation in the foregoing maximum amount. It shall be the duty of the department head and/or City Manager to grant vacation time in such a manner that an employee will not forfeit any earned vacation time.
- F. Payment for Vacation on Termination. Any employee who has been in continuous full-time service of the City for a period of two (2) pay periods or more who resigns, terminates or retires there from, without prior thereto having taken the earned vacation to his credit at the time, shall thereupon be paid the monetary value of such earned vacation computed upon the base pay of that employee in effect at the time of the termination of his employment.
1. It shall not be necessary to carry such employee on the payroll for the vacation period, and the vacancy thus created may be filled at any time after the employee ceases to perform the duties of his office or employment.
 2. Accumulated vacation will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.
- G. Payment for Vacation on Death. In case an employee dies while employed by the City with earned vacation to his credit at the time he dies, his heirs or legatees shall thereupon be paid the monetary value of such accrued vacation

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time computed upon the base pay of the employee at the time of his death. Except as provided in this and Article 23, above, no employee shall be entitled to any compensation for accrued vacation that is not taken.

- H. No Vacation for Temporary Employees; Part-Time Vacation Accumulation. No vacation with pay is allowable to temporary employees. Regular part-time employees shall be entitled to vacation benefits provided by this section in that proportion that the actual number of hours worked bears to full-time employment, but in no case shall a regular part-time employee be allowed benefits until said employee has completed an aggregate of one hundred fifty (150) hours work as such part-time employee.
- I. Temporary Employee Appointed to Regular Position – Vacation. If a temporary employee who has been working full-time is appointed to a regular position without a break in service, the hours of continuous service as a temporary employee shall be recognized in the computation of vacation benefits provided by this section.
- J. Vacation Scheduling.
1. Each department head and/or City Manager shall be responsible for scheduling the vacation of employees in such a manner as to achieve the most efficient functioning of the department and the City service. The City Manager or department head shall have the right to change said vacation request if such request conflicts with the efficient functioning of the department and City service. It shall be the obligation of the City Manager and/or the department head or his/her designated representative to notify the affected employee as soon as possible after said conflict becomes known to the department head. No employee shall lose any vacation time due to such action.
 2. In any use of vacation, the minimum charged to the employee's vacation account shall be a quarter of an hour.
 3. If a designated holiday occurs during the workweek in which the employee takes vacation leave, the holiday shall not be charged to vacation leave.
 4. Employees are encouraged to give notice of vacation as far in advance as possible, but in all but emergency situations no less than twenty-four (24) hours prior to the request for time off.
- K. Vacation Conversion to Sick Leave. When an employee is using authorized pre-approved vacation credit they may convert the vacation leave to sick leave under the following conditions:

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1. The employee must submit written documentation from a physician verifying that the employee was ill or injured during the time period requested for the conversion; and
2. The physician's written documentation must verify that the illness or injury would have prevented the employee from reporting to work and continuing to work their entire shift; and
3. Leave credits may not be converted for less than one regular work shift.

ARTICLE 24. SICK LEAVE

- A. Computation of Sick Leave. No City employee is entitled to any sick leave with pay until he has completed two (2) pay periods of continuous full-time employment with the City. At such time, such employee shall be entitled to a credit of the hour equivalent of one (1) working day of sick leave with pay. Thereafter, such employee shall earn and shall be entitled to the hourly equivalent of one (1) working day of sick leave with pay for each month of service. Such sick leave with pay can be granted only for bona fide illness or injury, exposure to contagious disease, or dental, eye or other physical, psychiatric or medical examination or treatment by a licensed practitioner.
- B. For all employees hired before November 1, 2008, employees may not accumulate more than twenty-four (24) days total sick time. Each year, on the employee's anniversary date, all sick time in excess of 24 days shall be paid to employees at the employee's current straight-time rate of pay. Upon retirement, the retiring employee shall have the option of being paid for the sick time or applying sick time toward time in service for retirement purposes.
- C. For employees hired before November 1, 2008, employee may opt into an unlimited accrual for sick leave, in lieu of Section B above, no later than January 1, 2009 or upon the effective date of this MOU, whichever is earlier. Any City employee who opts into Section C, who separates from City service for any reason is entitled to receive compensation for unused sick leave accumulated to the time of such separation paid at 50% of the unused sick leave accrued up to 120 days total. If the employee retires, then the employee will be paid 50% of the unused sick leave accrued up to 120 days or as provided by the PERS sick leave credit option. The employee will be compensated for fifty percent (50%) of their unused sick leave at the time of separation but no more than 60 days (50% of 120 days).

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- D. For all employees hired after November 1, 2008, the total amount of sick leave accrued shall be unlimited.
- E. No Accrual Provision. Sick leave shall be considered a benefit and not a right of the employee. No sick leave shall be accrued for a month wherein the employee is on leave of absence without pay for more than one-half (1/2) of that month.
- F. Approval by Department Head or City Manager. The appointing authority shall approve sick leave only after having ascertained that the absence was for an authorized reason. He may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate. If the appointing authority does not consider the evidence adequate, he shall disapprove the request for sick leave.
- G. Effect of Temporary Disability. A City employee who is entitled to temporary disability indemnity under Division 4 or 4.5 of the Labor Code may elect to take as much of his accumulated sick leave, or his accumulated vacation or his accumulated compensable overtime, as when added to his disability income will result in a payment to him of not more than his full salary or wage. When computing vacation, sick leave or overtime under this paragraph, the employee shall be given credit for any holidays that occur during the period of absence hereunder.

Note: Such employee is nevertheless entitled to medical, surgical and hospital treatment as provided in the Labor Code. When his accumulated sick leave, vacation or overtime, or all, are exhausted, he is still entitled to receive disability indemnity.

- H. Part-Time Employee Computation. Regular part-time employees shall be entitled to sick leave benefits as provided by this section in that proportion that the actual number of hours worked bears to full-time employment, but in no case shall a regular part-time employee be allowed sick leave benefits until said employee has completed an aggregate of one hundred fifty (150) hours work as such part-time employee.
- I. No Leave Allowed for Certain Causes. No City employee shall be entitled to such leave with pay while absent from duty on account of any of the following causes:
1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his own willful misconduct.
 2. Sickness or disability sustained while on leave of absence other than his regular vacation.

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- J. Leave Not to be Used as Vacation. Sick leave shall not be used in lieu of or in addition to vacation.
- K. No Payment for Accumulation on Termination. For all employees, termination of an employee's service shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters City employment, except as provided by the PERS sick leave credit option or as provided in Sections B or C, above.
- L. No Sick Leave for Emergency or Temporary Employees. Exceptions. No sick leave with pay is allowable to temporary or emergency employees; provided however, if a temporary employee who has been working full-time is appointed to a regular position without a break in service, the hours of continuous service as a temporary employee shall be recognized in the computation of sick leave benefits provided by this section.
- M. Sick Leave for Eight Hour Per Day Employees. Sick leave shall be accrued and taken on the basis of an eight hour day for employees working an eight hour day.
- N. Sick Leave for Twelve Hour Per Day Employees. Sick leave shall be accrued and taken on the basis of a twelve hour day for employees working a twelve hour day.
- O. Effect of Layoff on Accumulation. When an employee is laid off due to a reduction in force, payment shall be made to such employee for unused sick leave accumulated to his credit at the time of his layoff in accordance with the provisions of Paragraph J above. At the time of his reinstatement to City service from a layoff list, any such employee shall receive credit for all unused sick leave time for which he did not receive compensation at the time of the layoff.

ARTICLE 25. STATE DISABILITY PROGRAM (SDI).

- A. Accrued sick leave, vacation, and compensatory time will be automatically integrated with the SDI whenever an employee has forty (40) hours or more of accrued time. The amount of accrual to be integrated will be the minimum necessary for employees to maintain their income level during the disability period.
- B. Checks received from SDI must be forwarded to the City's Finance Department. The City will then issue a City check to the employee.

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ARTICLE 26. PERSONAL NECESSITY LEAVE.

- A. A regular employee's available sick leave may be taken for reasons of personal necessity.
- B. "Personal Necessity" shall mean any of the following:
 - 1. An employee being required to attend a member of the employee's immediate family due to serious illness or injury.
 - 2. In addition, time spent in routine or regular examinations or other preventive medicine for the employee or his/her minor children shall be eligible for personal necessity leave.
 - 3. Catastrophic destruction of employee's property .

The verification and approval of personal necessity leave must be obtained prior to the employee's taking said personal necessity leave except in cases of bona fide emergency, upon which the City shall require verification and justification of the use of personal necessity leave following an employee's use thereof.

Unjustified use of personal time off may be cause for disciplinary action.

ARTICLE 27. HEALTH INSURANCE BENEFITS

- A. Insurance is provided to all regular full-time and part-time (twenty [20] hours or more per week) employees and their dependents. The City will provide and maintain:
 - 1. DELTA DENTAL INSURANCE. No cap will be set on the Delta Dental plan;
 - 2. THE PERS UMBRELLA PACKAGE. The cost to be paid by the City, with a cap of \$1,100.00 per employee, including the required contribution by PERS that the City must pay;
 - 3. VISION SERVICES PLAN. No cap will be set on the Vision Services plan.
 - 4. DISABILITY INSURANCE. City will provide employees with State Disability Insurance that the employee is required to pay from their wages. .
 - 5. LIFE INSURANCE. The City shall provide a \$15,000 basic life and accidental death or dismemberment insurance policy for employees.
- B. Medical In Lieu Payment: An employee with proof of alternate comprehensive health insurance coverage may opt to decline all or part of provided health

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benefit coverage. Employees who opt for Medical In Lieu payments after November 1, 2010 are eligible for medical in lieu payment equal to the Employee Only cost for PERS Choice coverage or equivalent coverage. Employees eligible for Medical In Lieu prior to November 1, 2010 are eligible to receive \$550.00 payment monthly. Employees eligible for Medical In Lieu payments prior to November 1, 2010 are eligible for a deferred compensation match, if the employee applies any of the "lieu of benefits pay" to their deferred compensation, then the City shall match the payment to deferred compensation, which shall not exceed \$550.00.

ARTICLE 28. UNIFORM ALLOWANCE AND ELIGIBILITY

A. Safety Shoe/Clothing Allowance:

1. Safety Boots. The employees in the listed job classifications below shall be required to purchase and maintain steel toed safety boots as part of their work uniform.
 - o Waste Water Operator I/II
 - o Chief Waste Water Operator
 - o Street and Park Maintenance Supervisor
 - o Street and Park Maintenance Worker I/II
2. Clothing Allowance: The employees in the listed job classifications below shall wear a uniform prescribed by the City Manager and/or department head and receive an annual uniform allowance of \$450.00.
 - o Waste Water Operator I/II
 - o Chief Waste Water Operator
 - o Street and Park Maintenance Supervisor
 - o Street and Park Maintenance Worker I/II
3. Such clothing allowance shall be paid to such employees who are on active payroll status during the first full payroll period in January; payment of such clothing allowance to be made on the second payday in January.

ARTICLE 29. EMPLOYEE EDUCATION.

- A. Provided an employee has obtained advance approval from the City Manager, the employee shall be eligible for reimbursement of tuition, books, course materials, and travel costs related to attendance at college courses in fields of study related to the employee's work with the City.
1. Such advance approval may not be withheld unreasonably.

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2. An employee seeking reimbursement under this Section shall be eligible for payment of said reimbursement upon showing of evidence of completion of the class with a grade of "C" or better. Where a class is given on a pass/fail basis, evidence of having passed the class shall be shown as a prerequisite to reimbursement.
3. Courses taken for reimbursement under this Article shall be taken on the employee's no-work time. However, an employee's accrued time off may be used if the class is not offered during non-work hours and the employee has the approval of his/her supervisor.

B. EDUCATION INCENTIVE PAY.

1. An employee shall be eligible for an increase of \$30.00 over the employee's base monthly wage for each thirty (30) units (forty-five [45] units if taken on a quarter basis) of college credit and/or City Manager-approved technical training or continuing education courses obtained at the grade level of "C" or better, or "pass" if taken on a pass/fail basis, in a field of study related to the employee's work with the City. In order to be eligible for this differential, the employee must have obtained the course credit units during his/her employment with the City.
2. Employees engaged in work in the Water and Wastewater systems shall be eligible for the following monthly differentials upon showing evidence of obtaining the following certificates:

Grade I Water or Wastewater Operator	\$25.00/month
Grade II Water or Wastewater Operator	\$50.00/month
Grade III Water or Wastewater Operator	\$80.00/month

Plus 50% of certificate-pay for any certificate of equal or lesser grade.

C. EMPLOYEE DEVELOPMENT.

1. Employees new to City employment in regular positions shall be provided a basic orientation program. It shall include introduction to objectives of City employment service and employment responsibility, benefits and privileges, and information on recognized employee organizations.
2. Job-related training is ordinarily accomplished by the individual employee at his/her request outside the normal working hours. In-service training is normally conducted during regular working hours on a departmental basis. It is oriented to develop skills or to enhance an employee's ability to perform. In-service training may be frequently compulsory. Department heads shall

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attempt, whenever possible, to schedule such training so employees assigned to evening and morning shifts shall have an opportunity for such training.

3. Employees desiring to obtain training directly related to their classification or the classification which is most likely to lead to a promotional opportunity for the employee, shall submit their request to the City Manager. The City Manager shall grant the request unless one of the following conditions exist:
- The employee has had a request for training approved during the term of this contract, or
 - The cost of attending the training is more than \$500, or
 - The training is not related to the employee class or promotional path. In this event, the employee may attend the training, but shall reimburse the City for the cost of attending if a subsequent Arbitrator determines the training was not job related.

ARTICLE 30. PAST PRACTICES. All beneficial past practices in effect on shall remain in place for the duration of this Agreement. However, the parties may amend any past practice by mutual agreement.

ARTICLE 31. WORKERS' COMPENSATION.

- A. Any employee who is absent from work for a period in excess of twenty-two (22) days by reason of an injury or illness covered by workers' compensation shall continue in pay status under the following provisions:

Any employee who suffers an incapacitating injury in the course of employment shall, in lieu of workers' compensation benefits, be entitled to receive his/her regular salary for the first seven (7) working days employee misses work due to employee's incapacitating injury following the date of said injury. Any employee who remains absent from work by reason of an incapacitating injury and who is eligible to receive workers' compensation benefits shall receive from the City, for a period not to exceed fifteen (15) days, salary payments in an amount equal to the difference between the amount granted to the employee pursuant to workers' compensation and the employee's regular rate of pay. In no event shall the aforementioned City payments for a job-related injury leave exceed a combined total of twenty-two (22) working days. If the employee remains absent from work due to his/her incapacitating injury beyond the aforementioned twenty-two (22) day period, the difference between the amount granted pursuant to such workers' compensation and the employee's regular rate of pay shall be deducted from

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employee's accumulated sick leave and, when authorized by the employee, vacation days may be deducted.

- B. Such an employee shall continue in pay status and receive his/her regular rate of pay until employee's accumulated sick leave and vacation days have been depleted to the nearest one-half day.
- C. During the time a regular employee is in pay status while absent from work by reason of injury or illness covered by workers' compensation, employee shall continue to accrue sick leave and vacation benefits as though he/she were not on leave of absence, but shall not receive credit for holidays and/or uniform and shoe allowance.

ARTICLE 32. COMPENSATION.

A. Salaries

- 1. Employees hired after November 12, 2010 are eligible for the wages and salaries listed in Appendix A, which requires the employee to pay the employee's share of PERS payments and FICA/Medicare payments.
- 2. Employees hired before November 12, 2010 are eligible for the wages and salaries listed in Appendix B, which includes the employee's share of the FICA/Medicare payments in the employee's paycheck.

B. ADJUSTED MINIMUM ANNUAL CPI: ([http: www.bls.gov/cpi/](http://www.bls.gov/cpi/))

- 1. Salary shall be adjusted during the M.O.U. term commencing on July 1, 2011. Adjustments, if any, shall be based only upon an increase between that of the Comparison Index and the Base Index. The Index in publication three (3) months before the commencement date shall be the Base Index. The Index published ninety (90) days preceding the Adjustment Date in question (the "Comparison Index") is to be used in determining the amount of the adjustments. As of each Adjustment Date, the salary payable during the ensuing twelve (12) month period shall be determined by increasing the initial salary by a percentage equal to the percentage increase, if any, in the applicable Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the comparison index for any preceding Adjustment Date (or the Base Index, in the case of the First Adjustment Date), the Minimum twelve (12) month period shall be deemed to have increased one (1 %) percent per annum over the amount of Minimum monthly salary payable during the preceding twelve (12) month period. In no event shall any CPI increase exceed five (5%) percent or be less than one (1%) percent.

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2. All Cost of Living Adjustments (COLA) are to be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, All Cities Average, Subgroup "All Items" (1982 – 84 = 100).

- Cost of Living Adjustment effective July 1, 2011.
- Cost of Living Adjustment effective July 1, 2012.
- Cost of Living Adjustment effective July 1, 2013.
- Cost of Living Adjustment effective July 1, 2014.

In no event shall the listed Cost of Living Adjustments (COLA) that are based on the outlined Consumer Price Index (CPI) be increased to exceed five (5%) percent or be increased to be less than one (1%) percent.

If at any Adjustment Date the Index no longer exists in the form described the City shall substitute any substantially equivalent official Index published by the Bureau of Labor Statistics or its successor. The City shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall become the "Index" hereunder.

- C. SEVERANCE PAY: In the event of a non-voluntary layoff, an employee with a minimum of one year's service would receive one week's pay per year of service, to a maximum of eight (8) weeks.
- D. SUBPOENA/WITNESS PAY: Employees subpoenaed to testify for issues which are related to their work or in the line of duty shall receive four (4) hours minimum pay when called to testify unless testimony is related to traffic violations, which shall be compensated at a two-hour minimum.
- E. Longevity Pay: Longevity pay will not be considered a permanent benefit; it will have to be earned annually.
1. Employee must have a minimum of ten years of service with the City.
 2. Employee must receive a satisfactory annual performance evaluation to initially earn, and then to maintain their longevity pay; any employee who fails to meet minimum standards and expectations for a particular evaluation period will not receive longevity pay for the entire duration of that twelve month evaluation period. Employees will, again, be eligible for longevity upon receiving a minimum rating of satisfactory on their next annual performance evaluation.
 3. Annual evaluations shall be completed on or before the employee's anniversary date.

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4. Longevity Pay is calculated as:

10 years = 2.5%

15 years = 5%

20 years = 7.5%

F. RETIREMENT – PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

1. All employees hired prior to November 12, 2010, are eligible for PERS 2.5% at 55 retirement plan for all regular full-time and part-time employees.
 - a. The City will pay the employee's portion of the PERS retirement premiums until June 30, 2011.
 - b. Effective July 1, 2011, employees will pay 2% of the employee's portion of the PERS retirement premium and the City will pay the remaining 6%.
 - c. Effective July 1, 2012, employees will pay 4% of the employee's portion of the PERS retirement contribution and the City will pay the remaining 4%.
 - d. Effective July 1, 2013, employees will pay 6% of the employee's portion of the PERS retirement contribution and the City will pay the remaining 2%.
 - e. Effective July 1, 2014, employees will pay the full 8% of the employee's portion of the PERS retirement contribution.
2. All employees hired after the new PERS retirement plan is implemented, are eligible for PERS 2.0% at 60 retirement plan for all regular full-time and part-time employees. The employee will pay their portion of the PERS retirement premiums through Payroll.
3. Part-time employees on a work schedule which would exceed 1000 hours in a year shall have PERS retirement benefits as per PERS regulations.

G. SOCIAL SECURITY AND MEDICARE PAYMENTS.

1. For all employees hired before November 1, 2010, the City shall roll the Old Age, Disability, Survivors Benefit Insurance (Social Security) and Medicare contributions into the employee's salary for all regular part-time (20 hours or more per week) as well as full-time employees. After implementation of the

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new salary schedule, employees are responsible to pay their portion of the Old Age, Disability, Survivors Benefit Insurance (FICA/Medicare) through Payroll.

2. For all employees hired after November 1, 2010, the employee is responsible to pay their portion of the Old Age, Disability, Survivors Benefit Insurance (Social Security) and Medicare contributions (FICA/Medicare) through Payroll.

- H. DEFERRED COMPENSATION PLAN: Deferred Compensation Plan 457(k) is available to employees represented by this Agreement.

ARTICLE 33. ALCOHOL AND DRUG ABUSE POLICY.

Union-represented employees agree with and support the proposed Alcohol and Drug Abuse Policy.

ARTICLE 34. EMPLOYER AND EMPLOYEE RELATIONS POLICY.

The City and Union agree that the Employer-Employee Relations Policy for the City of Ione (Ordinance No. 429, as amended) is a separate document with no definite expiration date; such E.E.R.P. as affixed as Appendix B of this MOU.

ARTICLE 35. CONTRACT REOPENER BY MUTUAL AGREEMENT.

The parties, by mutual agreement only, may reopen any section of this Agreement for discussion or meet-and-confer. Any supplemental agreement reached through this process shall be reduced to writing and added to the contract in the form of a Side Letter of Agreement.

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ARTICLE 36. DURATION OF AGREEMENT.

The term of this Memorandum of Understanding shall be from November 29, 2010, through June 30, 2015.

CITY OF IONE

S.E.I.U. LOCAL 1021

KIMBERLY A. KERR, CITY MANAGER DATE

MIKE FOUCH, REPRESENTATIVE DATE

BARGAINING TEAM DATE

BARGAINING TEAM DATE