

# SEIU MOU FYs 2017-2019

For Three Fiscal Years FY 17 through FY 19

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**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**THE CITY OF PISMO BEACH,  
CALIFORNIA  
(HEREINAFTER CALLED "CITY")**

**AND**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO (SEIU), LOCAL 620  
PISMO BEACH CITY EMPLOYEE'S CHAPTER  
(HEREINAFTER CALLED "UNION")**

**PREAMBLE**

**WHEREAS**, pursuant to California law, the City, acting by and through its Municipal Employee Relations Officer, appointed by the governing body of said City, and the representatives of the Union, a recognized employee organization, have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours and other items and conditions of employment for three Fiscal Years FY17 to FY 19 (July 1, 2016 to June 30, 2019); and

**WHEREAS**, except as otherwise expressly provided herein, all terms and conditions of this Agreement shall apply to all employees represented by the Union; and

**WHEREAS**, Government Code Section 3500 et. seq. (Meyers-Milias-Brown Act) is incorporated herein by reference; and

**WHEREAS**, the representatives of the City and the Union desire to reduce their agreements to writing.

**NOW, THEREFORE**, this Memorandum of Understanding ("MOU") will become effective July 1, 2016, and it is agreed as follows:



**PURPOSE**

This Agreement constitutes the sole and entire existing agreement between the parties, and supersedes all prior agreements, commitments and practices.

**ARTICLE 1**

**REPRESENTATIONAL UNIT**

**A. CLASSIFICATIONS**

It is recognized, pursuant to the City's employer-employee relations Resolution #R-85-8, that the Union is the only employee organization entitled to meet and confer in good faith on matters within the scope of representation on behalf of its member employees in the General Services unit. Represented classifications as of ratification are: Administrative Secretary, Administrative Assistant, Office Assistant I / II, Accounting Technician, Accounting Clerk, Building Inspector / Plans Examiner, Building Inspector I / II, Engineering Technician, Maintenance Worker I / II / Lead, Fleet Mechanic, Assistant Mechanic, Regulatory Compliance Coordinator, Wastewater Plant Operator / Mechanic, Wastewater Plant Operator I / II / Lead, Water Systems Operator I / II / Lead, Building Permit Technician, Assistant Planner, Records Technician.

**B. NEW CLASSIFICATIONS**

During the course of this Agreement, the Union shall be notified in advance by the City of any contemplated new job classifications which could be considered under this Unit. The City shall provide the new job description and proposed salary range to the Union before the City and Union meet and confer over the assignment of the new job classification to the Unit and over the proposed salary range.

**ARTICLE 2**

**MANAGEMENT RIGHTS**

In order to ensure that the City shall continue to carry out its Public Health and Safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient service for the citizens of Pismo Beach, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Personnel Rules and Regulations Resolution and including but not limited to the following rights:

1. To manage all City Departments and determine policies and procedures and the right to manage the affairs of those Departments.



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2. To determine the existence or nonexistence of facts which are the basis of the management decision in compliance with State law.
3. To determine the necessity, organization, implementation, and termination of any service or activity conducted by the City or other government jurisdictions, and to expand or diminish municipal services as needed.
4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with City Rules, Regulations and Ordinances.
5. To determine the nature, manner, means, extent, type, time quantity, quality, technology, standard, and level of municipal services to be provided to the public.
6. To require performance of other health and safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the City because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the City.
8. To determine and/or change the City facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City operations and services are to be conducted.
9. To determine method of financing.
10. To plan, determine, and manage the City's budget which includes, but is not limited to, changes in the number of relocations, and types of operations, processes, and materials to be used in carrying out all City functions and the right to contract or subcontract any work or operations of the municipal services.
11. To determine the size and composition of the City's work force, assign work to employees of the City in accordance with requirements determined by the City and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and

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standards, job classification, job specifications, and to reallocate and reclassify employees in accordance with City Rules and Regulations.

14. To determine the issues of public policy and the overall goals and objectives of the City and to take necessary action to achieve the goals and objectives of the City.
15. To hire, transfer intra or inter Department/Division, promote, reduce in pay grade, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons in accordance with Department and/or City Rules, Regulations and Ordinances.
16. To determine policies, procedures, and standards for recruiting, selecting, training, and promoting employees.
17. To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and standards of conduct, safety, health, and order, and to require compliance therewith.
18. To maintain order and efficiency in City facilities and operation.
19. To restrict the activity of an employee organization on City facilities except as set forth in this agreement.
20. To take any and all necessary steps and actions to carry out the service requirement and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

### **Authority of Third Party Neutral - Management Rights**

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

## **ARTICLE 3**

### **NO STRIKE OR LOCKOUT**

The City and the Union agree that during the term of this Agreement, the City will not lockout employees and the Union will not engage in labor practices detrimental to providing services to the citizens of Pismo Beach or detrimental to the interest of the City nor will the Union sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and the Union further agree that all matters of controversy coming within the scope of this Agreement will be settled by established

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grievance procedures. The Union acknowledges that violation of above shall be just cause for disciplinary action, including termination.

#### **ARTICLE 4 MODIFIED LAYOFF POLICY**

The parties agree that any employee whose position is abolished shall be given every opportunity through promotional examinations, transfers and voluntary demotion, to fill existing vacant positions. In the event that an employee scheduled to be laid off does not possess minimum qualifications for vacant positions, opportunity for trainee level appointment to a vacancy in the bargaining unit will be considered. In no case shall open competitive recruitment be used to fill a vacancy until it has been determined that no person as described above has the potential and willingness to meet those qualifications.

Whenever, in the judgment of the City Council, it becomes necessary in the interest of economy, or because of the necessity for a position to no longer exist, the City Council may abolish any position or employment in the competitive service, and the employee holding such position for employment may be laid-off without taking disciplinary action, and without the right of appeal. In reducing said personnel and laying off any employee through the abolition of position, the Council shall observe the seniority rule. (i.e., total full-time service with the City). The name of each employee so laid off shall be placed at the top of the appropriate eligibility list.

Employees to be laid off shall be given at least 30 days prior notice. The names of regular and probationary employees laid off, or demoted in lieu of lay-off, shall be placed upon re-employment lists for one year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which lay-off, or demotion in lieu of lay-off, was made.

Persons whose names are placed on re-employment lists in accordance with this Section, and who are re-employed within the prescribed period, shall be regarded as having been on leave of absence during this period, and will be without prejudice to status. No annual leave or sick credit shall accrue during any such leave periods. The actual number of days absent shall not be counted as days of employed service for anniversary date, longevity, compensation, benefit accumulation, etc.

Prior to the Council implementing a layoff or salary reduction plan, the City Manager shall give the Union no less than 15 days notice to meet with the Union to receive advice and recommendations. This meeting is for communication purposes, and is non-binding upon the City.



**ARTICLE 5  
RECRUITMENT**

The City agrees to adopt a policy of promoting and hiring from within so that the existing qualified employees will be hired or promoted prior to filling a vacancy from the outside.

**ARTICLE 6  
EQUAL OPPORTUNITY EMPLOYMENT**

The City and the Union stipulate that the provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of age, race, ancestry, color, religious creed, gender, marital status, sex medical condition, family medical history, or genetic information, national origin, physical or mental disability, political or religious affiliation, sexual orientation, pregnancy, gender identity and gender expression, or union membership.

**ARTICLE 7  
ADA**

Because the Americans with Disabilities Act requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Union recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Except as may be limited by the privacy rights of the Employee as established by the law, the Union will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual who is protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance / arbitration procedure.

**ARTICLE 8  
PERFORMANCE EVALUATIONS**

The City and the Union agree that the City shall provide each employee with a promptly written performance evaluation, at least annually, to assist the employee in their career

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development and promotions, to that end, the evaluation form will be updated to include employee goals and objectives. Both the City and the employee will receive a copy of the performance report to verify that said review has taken place between the Employee and supervisor, but does not constitute agreement by the Employee with the content of the form.

Performance evaluations are not subject to appeal. An employee may dispute the contents and evaluation and create their own comments that may be added to their personnel file.

### **ARTICLE 9 PROBATIONARY PERIOD**

1. For employees appointed after the effective date of this agreement, the probationary period shall be not less than twelve (12) months except for employees appointed under conditions outlined in the following sections 2 and 3.
2. Employees promoted within series shall have a six (6) month probationary period.
3. Those employees in a flexibly staffed class, who are moved from the entry level to the journey level in their class, shall have no probationary period at the journey level.
4. Any represented employee whose original probation as a new City employee is extended in accordance with Rule Twelve, Section 12.02 of the Personnel Rules and Regulations shall not have his or her probationary period extended more than 90 days beyond the twelve-month probationary period. Such employee shall be deemed to have successfully completed his or her probationary period unless notified in writing of probationary rejection prior to the completion of the extended probationary period.

### **ARTICLE 10 EXISTING CONDITIONS OF EMPLOYMENT**

Except as expressly provided herein, the adoption of this Memorandum of Understanding shall not change the existing benefits, and terms and conditions of employment, which are provided for in the various Ordinances and Resolutions of the City of Pismo Beach. Where conflict exists between City ordinances and Resolutions relating to this M.O.U., this Memorandum of Understanding will take precedence.



**ARTICLE 11**

**REPRESENTATION UNION OFFICERS, REPRESENTATIVES AND STEWARDS**

1. The City and the Union agree that the Union officers and representatives will be allowed to meet with City management on City time for the purpose of meeting and conferring in good faith. The Union may designate up to three representatives that fairly represent the classes of employees pro-rata for negotiations and one alternate representative.
2. The Union agrees to provide the Personnel Officer with a list of Union Officers and representatives, with their job classifications, who are authorized to meet and confer in good faith and the list will be kept up-to-date by the Union.
3. The City agrees that authorized Union staff representatives shall be given access to work locations during working hours to conduct Union grievance investigations and/or observe working conditions. Such visits are to be made with the prior knowledge and approval of the Personnel Officer and Department Head and a management representative may accompany the staff member on the visit. A staff representative is defined as a paid full-time or part-time employee of the Union.
4. The City agrees that the Union may designate a Steward and an Alternate Steward to represent employees in the processing of grievances.
5. The Union shall furnish the City Manager with a written list identifying by name and work location of the Steward and an Alternate Steward, and the list shall be kept current by the Union at all times.
6. The Steward is to begin representation of a grievant only after the Employee has tried to resolve the problem with the Employee's immediate supervisor, and the two parties have failed to reach a resolution of the problem.
7. One SEIU Steward may receive up to 2 hours release time, with pay, to attend the monthly SEIU board meetings. The release is contingent on availability and work schedule to be determined by management. Management will make a reasonable effort to accommodate the release time. The Steward will provide reasonable notice to management when requesting release time. Release time under no circumstance is considered as time worked. If the Steward is on vacation or comp time, no release time will be needed or granted; attendance will be at the Steward's option. The City is not responsible for any liability arising from the Steward's release time, or from other time used to attend SEIU Board meetings. The Steward is not authorized to use a City vehicle, or receive mileage reimbursement from the City. It is understood the SEIU Board meetings are in the evenings, and this release time is to provide the Steward driving time to arrive at the meeting on time.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

The City agrees that the following grievance procedure shall remain in effect during the term of this agreement. There shall be no repercussions against employees solely for their proper use of the grievance procedure.

1. The Union agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. Time spent on investigation and processing of grievances will be recorded on a form provided by the management.
2. Stewards will be permitted reasonable time off with pay for the investigation and processing of grievances. Stewards, when conducting such investigation or processing grievances, shall first obtain permission from the Department Head and his/her designee and inform him/her of the nature of his/her business. Such permission will be granted promptly unless such absence would cause an undue interruption of work.
3. Upon entering a work location, the Steward shall inform the Department Head and Supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.
4. The parties agree that all formal grievances will be processed in accordance with the City's grievance procedure.

The parties also agree that any grievance over the interpretation of terms and conditions of this Agreement may be submitted through the grievance procedure for resolution.

**PROCEDURE**

**A. Grievance Procedure**

The purpose of this Grievance Procedure is to provide a clearly defined process for an employee grievance which shall apply to any dispute concerning the interpretation, application or alleged violation of written Rules and Regulations, including but not limited to the Personnel Ordinance or this Memorandum of Understanding. Any employee who has a grievance shall first try to resolve it through discussion with their immediate supervisor without undue delay. Undue delay shall be understood to be more than ten (10) working days of such an incident taking place or of first knowledge of the incident. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. For purposes of

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this Grievance Procedure, a "working day" shall be defined as a day when City Hall is open for regular business.

### B. General Conditions

The intent of the time limits set forth in this Rule is to expedite hearing of the employee's appeal or grievance. The recognized employee representative may begin investigation of a grievance only after the employee has attempted to resolve the grievance with their immediate supervisor and the two parties failed to reach resolution. Time limits may be extended at any level if both parties agree to such an extension. There shall be no reprisals against employees solely for their proper use or non-use of the appeal/grievance procedure.

### C. Appeal to Immediate Supervisor

Any employee who has a grievance shall first try to resolve it through discussion with their immediate supervisor. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.

### D. Formal Appeal to Department Head

If, after discussion as listed above, the employee does not believe the grievance has been satisfactorily resolved, he or she may file a formal appeal in writing to the Department Head within ten (10) working days after receiving the informal decision of the immediate supervisor or within twenty (20) working days of presenting his or her appeal to the supervisor if a decision was not provided by the supervisor, or within ten (10) working days of the discussion with the employee. The supervisor shall have the duty to fully inform the Department Head regarding the grievance any and all informal discussions and/or determinations by the supervisor, and all available circumstances regarding said grievance.

The Department Head receiving the formal appeal shall render a written decision and comment to the employee within ten (10) working days after receiving the appeal.

### E. Mediation

If, within ten (10) working days after receipt of the written decision of the Department Head, or within twenty (20) working days of presenting his or her appeal to the Department Head if a written decision was not provided and the employee is still dissatisfied, by mutual agreement the services of a mediator from the State Mediation and Conciliation Service (SMCS). Mediation shall begin at the earliest possible date on which the mediator is available. The mediator will provide a written decision on the grievance. All mediator decisions are non-binding recommendations

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only.

F. Appeal to the City Manager

After the mediation process has concluded, either party may appeal the decision to the City Manager. Such appeal may be made by filing a written appeal to the City Manager within ten (10) working days after receipt of the written mediation service report.

The City Manager shall review all documentation, including the mediator's report and render a written decision within twenty (20) working days after the appeal is made, that shall be final and binding.

**ARTICLE 13  
SALARY ADJUSTMENT**

- A. Effective the first full pay period in July 2016, the salary ranges for all affected job classes shall be set forth on **Schedule A**, which is attached hereto and by this reference made a part hereof. Schedule A represents equity adjustments for the following positions, as represented by Salary Range changes which were incorporated as follows:

Fleet Mechanic	2.50%
Records Technician	2.50%
Building Permit Technician	2.50%
Building Inspector I	2.50%
Building Inspector II	2.50%
Building Inspector/Plans Examiner	2.50%

In addition, Schedule A includes a salary increase for Cost of Living for all classifications of 3%.

Classifications represented by the Union shall be assigned to the salary ranges on the attached salary schedule (Schedule "A" as indicated below).

<b>CLASSIFICATION</b>	<b>SALARY RANGE</b>
Accounting Clerk	15
Accounting Technician	19
Administrative Assistant	13

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Administrative Secretary	19
Assistant Mechanic	13
Assistant Planner	28
Building Inspector I	24
Building Inspector II	28
Building Inspector/Plans Examiner	32
Building Permit Technician	19
Engineering Technician	22
Fleet Mechanic	23
Regulatory Compliance Coordinator	27
Maintenance Worker I	12
Maintenance Worker II	20
Lead Maintenance Worker	23
Office Assistant I	5
Office Assistant II	9
Records Technician	16
Water Systems Operator I	14
Water Systems Operator II	20
Lead Water Systems Operator	24
Wastewater Plant Operator I	15
Wastewater Plant Operator II	22
Lead Wastewater Plant Operator	26

B. Employees shall receive the following Cost of Living adjustments as set forth on **Schedule B** and **Schedule C**, attached hereto and by this reference made a part hereof, effective at the start of the first full pay period in the specified month:

- a. July 2017    2% (Schedule B)
- b. July 2018    3% (Schedule C)

**ARTICLE 14**

**PISMO BEACH COMPENSATION PLAN**

The Compensation Plan shall be maintained by the Personnel Officer. The plan shall show the classification of positions, the range allocated to each classification, and the minimum and maximum salary or wage rates and intermediate wage rates. Employees shall be compensated on the basis of the Compensation Plan. The Compensation Plan shall be a merit compensation program. Employees shall be compensated on the following basis:



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1. The first step is the minimum rate and is normally the hiring rate for the class. In the case where a person of unusual qualifications is engaged, the Personnel Officer may authorize hiring at an appropriate step within the established pay range.
2. The second step is an incentive adjustment to encourage an employee to improve the quality of his/her work. All employees are entitled to this adjustment after satisfactorily completing a six month probationary period.
3. The third step is awarded to an employee who has proven to be fully qualified, experienced and conscientious. An employee is eligible for this step after completing one year of satisfactory service at the preceding step.
4. The fourth step is awarded to an employee whose job performance is clearly above average. An employee is eligible for this step after completing one year of satisfactory service at the preceding step.
5. The fifth step is awarded to an employee whose job performance clearly meets or exceeds standard on a sustained basis. An employee is eligible for this step after one year of satisfactory service at the preceding step.

Step increases are not automatic, and they shall be given only upon recommendation of the Department Head and the approval of the City Manager. Step increases are given for meritorious service and not for longevity in a particular position. In order for any step increase to be granted, a performance evaluation must be submitted to and approved by the City Manager and by the Department Head.

In the event an employee is away from work on an extended unpaid leave of more than twenty (20) consecutive work days (160 hours), the eligibility date for considering a merit step pay increase for such employee shall be extended by an equal number of days of said unpaid leave. In such instance, credit shall be granted for limited work, which the employee may have performed at home during such extended leave. Unpaid leave is defined as hours not paid by the City through the City payroll.



**ARTICLE 15**  
**DUES DEDUCTIONS**

1. It is agreed that Union dues, insurance premiums and such other deductions as may be properly requested on one or more forms mutually agreeable to the City and the Union, and lawfully permitted, shall be deducted from the salary of each employee in the unit without charge to the employee or the Union.
2. When a person is hired in any of the job classifications represented by Local 620, the City shall provide written notice to Local 620 and allow the Union a 15-minute presentation to new represented employees to explain representation services provided by the Union and to provide them with a copy of the current contract.
3. All Union members who have payroll deductions for payment of Union dues prior to the effective date of this Agreement, and all members who establish dues payroll deduction during the term of this Agreement, shall remain members of the Union throughout the life of this Agreement, provided that Union members on payroll deduction may terminate their authorization for deduction of the Union dues by giving written notice to the City's Finance Department during the last ten (10) working days of the month of June of each year. It shall be the Union's responsibility to notify the employees of the option to terminate the authorization for deduction of Union dues. The City shall promptly forward a copy of the letter of revocation to the Union.
4. The Side Letter Agreement on "Administration of Agency Shop", signed by SEIU and the City on July 17, 2002, which followed an Agency Shop Election on June 25, 2002, the results and conduct of which were certified by both the City and SEIU, is attached as Exhibit B, and is hereby made a part of this Agreement.
5. The Union agrees to indemnify, defend and hold the City of Pismo Beach harmless due to the implementation and enforcement of this provision.

**ARTICLE 16**  
**PERSONNEL FILES**

**A. FILE MAINTENANCE AND CONTENTS**

The Personnel Office shall maintain a personnel file for each employee in the service of the City. Information contained in these files shall include class title, the department to which assigned, salary, payroll records, changes in employment status, performance evaluations, disciplinary actions and such other information as may be considered pertinent.

No employee shall have any comment adverse to his/her interest entered into his/her



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personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating he/she is aware of such comment except that such entry may be made if after reading such instrument the employee refuses to sign it. Should an employee refuse to sign the fact shall be noted on that document, and signed or initialed by such employee.

### **B. PERSONNEL ACTION FORM**

Every appointment, transfer, promotion, demotion, change of salary rate, any other temporary or regular change in status or any personnel action of employees shall be reported to the Personnel Officer and documented on the prescribed form.

### **C. EMPLOYEE EXIT RECORD**

Employees separating from the Classified or Exempt Service for any reason shall complete a form stating causes and reasons for separation. The Department Head of such employee shall also complete the form. Completed reports shall be retained in the employee's personnel file.

### **D. EMPLOYEE'S RESPONSIBILITY TO NOTIFY CITY OF CHANGED INFORMATION**

It is the employee's responsibility to notify the City through the Payroll or Benefits Administrator of change of address, legal name, mailing address or change in family status that will result in change of Insurance coverage and/or Beneficiary designation. An employee separating from the Classified or Exempt Service will also be responsible for notification of any changes as identified above for a minimum of 12 calendar months, to insure the transfer of information on insurance, retirement and W-2s is complete.

### **E. MEDICAL INFORMATION**

Per the guidelines and requirements of HIPAA and CMIA, all medical information about an employee or applicant is filed separately from other personnel records and is treated as confidential.

### **F. ACCESS TO MEDICAL INFORMATION**

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

### **G. ACCESS TO PERSONNEL FILES**

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The contents of an employee's personnel file shall be made available to the employee, or with the employee's written authorization, to the employee's representative, at reasonable intervals during the regular business hours of the City. Materials of reference obtained in confidence or records relating to the investigation of a possible criminal offense shall not be made available to the employee or the employee's representative except in circumstances where the Personnel Officer receives a court order to provide such records to a third party.

### **H. DESTRUCTION OF PERSONNEL FILES**

Roster and payroll records shall be retained permanently. All other records relating to personnel may be destroyed, upon approval of the City Attorney, as prescribed by California and Federal law and by the City's Retention Schedule.

### **I. REFERENCE REQUESTS**

All requests for employment references will be responded to by the Human Resources Officer. Authorization to provide a reference must be made by the employee in writing. In the absence of a written authorization from the employee to provide a reference, the Human Resources Office will provide only the following information in response to a reference request:

Dates of Employment  
Description of Job Duties  
Rates of Pay

## **ARTICLE 17 BULLETIN BOARDS**

The City agrees to furnish bulletin board space of a reasonable size for posting Union material. The locations of the bulletin boards shall include but not be limited to the following workstations:

1. City Hall Copy Room on First Floor.
2. Public Works Garage.

The City agrees to allow the Union access to City Council Chambers for Membership meetings subject to normal City Hall booking process.



**ARTICLE 18**  
**RETIREMENT SYSTEM**

**PERS**

- A. The City provides unit employees hired before December 17, 2012, retirement coverage through the Public Employee's Retirement System (PERS) for a 2.5%@55" modified formula, which includes the PERS Benefit Description: "One Year Final Compensation". Of the 8% Member Contribution, the employee will pay 8% and the City will pay 0%.
  
- B. The City provides unit employees hired after December 17, 2012, who qualify as a PERS "Classic" member under the new Public Employees' Pension Reform Act ("PEPRA") retirement coverage through the Public Employee's Retirement System ("PERS") for a 2%@60 modified formula. This formula is based upon highest average full time monthly pay rate for a 3-year period.

Employees with the above retirement benefit (2% @ 60) pay the full 7.0% PERS employee Member Contribution plus 1.0% of the employer contribution.

- C. The City provides unit employees hired after January 1, 2013 who do not qualify for Pension Reciprocity pursuant to Government Code Section 7522.02(c), the City shall provide retirement coverage through the PERS retirement formula under Government Code 7522.20 (2%@62 formula). This formula shall be based upon highest average full time monthly pay rate for a 3-year period.

Employees in this PEPRA tier shall contribute one-half the normal cost of retirement, as defined each year by PERS plus one and three quarter percentage point (1.75%) of the total employer contribution percentage.

- D. The City has amended the Retirement Contract with PERS to allow the additional Cost Sharing contribution by the employees (the amounts contributed by employees above the Member Contribution) to be credited to the employee's PERS account as a normal contribution and the additional amount will be tax deferred.

**ARTICLE 19**  
**EXTRA COMPENSATION**

**A. PURPOSE**

The purpose of extra compensation is to recognize special duties, on a short-term basis, at the need of the City, for additional duty assignment not otherwise included in the employee's position description. As a benchmark, employees assigned to additional duty MUST hold a degree, certificate, or other special qualifying experience that qualifies the employee for this assignment.

**B. LIMITATION**

1. This extra compensation shall be paid only during those periods or portions thereof when such employees are actually assigned to these special assignments.
2. However, should an employee assigned to a special duty be unable to perform that function due to a non-job related illness or injury for a period of 15 working days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first 15 working days and until the day he/she returned to this full-duty assignment.
3. Temporary Assignments: Those assignments as mentioned above are temporary assignments and not a separate job classification. It is not a property right and may be revoked at any time for job-related reasons or operational necessity or any other reason as deemed appropriate by the Department Head or City Manager.
4. When temporarily assigned to a higher job classification, an employee shall receive pay at the "A" step of the higher classification to which assigned, or an additional 5% above the employee's regular rate of pay whichever is higher.
5. Employees are eligible for extra compensation for work in a higher job classification beginning on the first day of such assignment and continuing until the termination of the assignment only when such assignment is made on a formal basis and when the assignment is for a period of not less than fifteen (15) working days.
6. The extra compensation will terminate at either the end of the assignment, or in the case of an employee covering for a job classification that is vacant; the compensation will terminate on or before 14 days from the job classification being filled.

**C. SPECIFIC QUALIFICATIONS AND DESIGNATIONS**

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1. Certification Pay

Subject to prior approval by the City Manager, if an employee achieves a Water or Wastewater certification higher than those required for the current position, the City shall increase the employee's pay by 2.5%, and shall maintain that 2.5% increase as long as the employee maintains one or more higher certifications than required. If an employee obtains and maintains a relevant Pesticide Applicator's license or certificate the City shall increase the employees pay 2.5% as long as the employee maintains that license or certification. No more than three eligible employees shall receive the 2.5% pesticide certification pay.

2. Bilingual Pay

Those City employees (no more than 4) who are designated by the City Manager to assist non-English speaking persons who are having difficulties conducting business with the City, and who are called upon to provide their assistance on a periodic basis, shall receive \$25 per two-week pay period for their special work assignment, following their designation by the City Manager. Such designated employees shall be required to demonstrate their knowledge of and competence in a specified foreign language to the satisfaction of the City Manager.

3. Notary Pay

Two positions, as designated by the City Manager, shall be eligible to receive special pay for performance of notary functions. One position shall be in the Community Development or Public Works department at City Hall, and one position shall be at the Police Department. The additional pay for obtaining and maintaining the necessary certificate and for performing this function shall be \$25 per pay period, beginning the pay period following the designation of this duty by the City Manager.

**ARTICLE 20  
PAY PERIODS**

The City and the Union agree that employees will be paid biweekly with pay to be made on alternate Fridays for the pay period ending at midnight of the preceding Sunday. If employees are placed on a work schedule of other than 40 hours per week, the pay period will be adjusted to conform to the Fair Labor Standards Act.

**ARTICLE 21  
WORK PERIODS, OVERTIME & STANDBY TIME**

**A. WORK PERIODS**

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### 1. Seven-Day Work Period

The work period for unit employees shall be a fixed and regularly recurring period of time consisting of 40 hours in seven consecutive days.

### 2. Work Period - Beginning/Ending

The seven (7) day work period shall begin on Monday, 12:00 a.m. and end seven (7) days later on Sunday night at 11:59 p.m., or shall be such other work period that conforms to FLSA requirements and accommodates the assigned daily work period.

### 3. Daily Work Period

The daily work schedule for unit employees will consist of the normal number of hours for the assigned function, i.e., 12, 10, 9 or 8 hours, inclusive of breaks, exclusive of meal breaks. The work schedule may be modified and/or adjusted by management to alternate work schedules (e.g., 5/8, 4/10, 9/80, 3/12)

### 4. Work Schedules

As stated in Article 2, Section 11 of this MOU, City management rights include, "To determine the size and composition of the City's work force, assign work to employees of the City in accordance with requirements determined by the City and to establish and require compliance to work hours and changes to work hours, work schedules". Service requirements in Public Works necessitate work schedules to include weekend rotations. All employees in Water, Wastewater, and Maintenance divisions will be required to work a weekend rotation as assigned.

### 5. Rest Breaks

As stated in the City Personnel Rules, Except for personnel assigned to continuous operations, two (2) paid rest periods of ten (10) minutes each shall be provided all employees during each half of their regular, eight-hour workday.

## **B. OVERTIME**

### 1. Overtime Definition

The City shall administer all overtime pay provisions consistent with the Fair Labor Standards Act, including paying the appropriate overtime hourly rate for all hours worked in excess of 40 hours worked in a 7-day (168 hour) workweek. Only time worked shall be used to calculate overtime, except that paid holidays shall be counted

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as time worked for calculating overtime. Overtime shall accrue in one-quarter hour minimum periods. The City continues to reserve its Management Right to determine work schedules, subject to any meet and confer obligations required by law.

### 2. Compensatory Time Off

Accrual at the discretion of the employee, overtime worked during a pay period shall be paid at the rate of one and one-half times the employee's regular rate of pay or added to the employee's accrued compensatory time off balance at the rate of one and one-half hours accrued for each hour worked, provided that in no event shall compensatory time off be accrued so as to cause the employee's compensatory time off balance to exceed 80 hours. Overtime hours worked that would cause the employee's compensatory time off balance to exceed 80 hours shall be paid at the time and one-half rate.

#### Use

An employee may use some or all of the employee's compensatory time off after approval of the Department Head.

#### Cash Out of Compensatory Time

Payout of all or part of an employee's Compensatory time off balance may be requested by the employee and with Department Head approval, shall be paid out, but limited to no more than once a month in the months of February, April, June, August, October, and December.

### 3. Holiday Pay

If an employee is required to work on a holiday, the employee shall be compensated at the rate of time and one-half for the hours worked, in addition to receiving the normal eight hours credit for the holiday.

### 4. Rotation

The City and the Union agree that overtime work will be assigned to the employees on a rotation basis whenever possible.

### 5. Call Back Work

Call back work is work time performed by an off-duty unit employee ordered to duty when:

- a. It is deemed necessary or advisable to properly handle an emergency incident or incidents;
- b. To maintain necessary staffing levels.





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Travel time to work and returning home shall be counted as work time, portal to portal, for a maximum of one hour per incident.

Unit employees recalled to work one hour or more prior to the beginning of their shifts shall be granted a minimum of three hours of overtime. If called back less than one hour prior to the beginning of the shift the employee will be paid at the regular overtime rate for actual hours worked. Repeat call back during any three-hour minimum call back period will be considered time already paid. Time worked beyond the initial three-hour call back will be considered overtime when it falls within the definition herein. Any subsequent call back beyond the initial three-hour call back shall begin a new three-hour period.

### 6. Extended Shift Work/Beyond Tour of Duty

Extended shift work is work time worked by unit employees beyond their normal assigned shifts for the completion of work assigned.

### 7. Special Detail Work

Special detail work is pre-scheduled work time performed by a unit employee during off-duty hours involving duty at parades and other public or civic events.

### 8. Time Not Considered as Overtime

The following activities shall not be considered work time for the calculation of overtime, except as provided for in this Agreement:

- a. Meal breaks
- b. All travel time to work and returning home in either personal or City vehicle
- c. All time paid at standby wages

### 9. Standby Duty

Standby Duty is defined as that circumstance which requires an employee so assigned to:

- a. Be ready to respond immediately to call for service
- b. Be readily available at all hours by telephone or other agreed-upon communications equipment

The City agrees to pay \$1.75 per hour of standby pay to designated personnel while they are on standby duty. It is understood that the maximum hours to which standby time will be applicable will be the one hundred and twenty-five and one half (125.5)

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non-duty hour period during the normally scheduled workweek. It is further understood that standby pay will be allowed on the same twenty-four (24) hours per day basis for City holidays. Standby pay will not be applicable during the time when personnel on standby duty are performing their regularly assigned duties or are acting in response to a "call out" for which call out pay is being provided.

**ARTICLE 22**

**HEALTH AND WELFARE INSURANCE BENEFITS**

**A. CITY'S CAFETERIA PLAN**

1. Effective January 1, 2010 the City implemented a full flex cafeteria plan for active employees in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective January 1, 2010 shall be a dollar amount equal to the amounts defined below, which includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution, for an Employee, an Employee & One Dependent or an Employee & Two or More Dependents.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits such as medical, dental, and vision insurance coverage, or any other benefits the City may offer from time to time, or may be converted to taxable income.

2. The Union agrees that the City shall make Medical, Dental and vision care insurance available for employees, and the Union also agrees to make available an alternative insurance program, Public Employees Benefit Trust ("PEBT"), to all City employees who are members of the bargaining unit covered by this MOU, or who are non-represented employees of the City, including Council and Management employees.

There shall be an open enrollment period once each year prior to the insurance policy anniversary date to allow for changes in coverage.

3. The City shall continue to provide, for the duration of this Agreement, a term life insurance policy covering the employee equal in value to \$50,000. Said policy shall also include a double indemnity coverage benefit of \$100,000 for accidental death or dismemberment. The City will pay 100% of the premium cost for employee and

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dependent coverage for said insurance.

### 4. City Flex Dollar Contributions

In each of the contract years, the City's flex dollar allowance will be established based on the following amounts for health, dental and vision. The amounts include the PEMHCA minimum contribution.

The current rates for employee only is equal to \$652.83; employee plus 1 dependent is equal to \$1059.02; employee plus children is equal to \$1337.93; and employee plus family is equal to \$1368.93.

Effective the first check date following contract approval by City Council, all classifications in the unit will receive an additional amount to the City Flex Dollar Contribution. The amounts will be an additional flat dollar amount per month, prorated over two pay periods a month, based on the following schedule:

Employee only - \$100.00  
Employee plus one dependent - \$140.00  
Employee plus Children/Family - \$225.00

Effective the first payroll date in December in each year of the MOU (December 2016, December 2017 and December 2018), employees will receive an additional amount to the City Flex Dollar Contribution based on the following schedule:

Additional \$65 for employee  
Additional \$130 for employee plus one dependent  
Additional \$170 for employee plus children or family

In the event that different levels of dependent coverage are selected for dental and vision care than for medical coverage, the amount of dental and vision coverage shall be calculated based on the level of benefit selected by the employee and that amount shall be subtracted from the level of medical coverage selected. For example, if an employee selects "Employee Plus Family" dental and vision coverage, and "Employee Only" medical coverage, 100% of the cost of the full family dental and vision coverage shall be subtracted from the Employee Only maximum coverage level to determine the employee deduction for total health and welfare coverage. This same calculation shall be used to determine the amount of Employee Only medical redirect that may be paid pursuant to Section 5, below.

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5. Medical Redirect

If an employee has health, dental and vision insurance coverage through a spouse/dependent or a former employer and provides proof of other coverage to the Human Resources Department, the employee may elect to waive the City's health insurance coverage and elect to use flex dollars, equal to the amount defined for employee only coverage of health, dental and vision, in accordance with the terms of the cafeteria plan, or the amount may be converted to taxable income.

See Section 4, above, for the calculation if an employee has selected different levels of dependent coverage for dental and vision than for medical coverage.

6. Benefit Changes

In the event that any of the medical, dental, vision care or life insurance benefits in force as of the effective date of this Agreement, and for which the City has control, are reduced or eliminated as a result of changes in benefit provider, the parties shall meet and confer for the purpose of replacing any benefits so reduced or eliminated with, to the maximum extent possible, benefits equivalent to those reduced or eliminated.

7. Affordable Care Act (ACA)

Parties agree to Meet and Confer during the term of this agreement should language or benefit changes be required to meet compliance requirements under the ACA.

Additionally, the parties agree to Meet and Confer during the term of this agreement to explore alternatives to the current health care provider.

**ARTICLE 23**

**HEALTH COVERAGE FOR RETIRED EMPLOYEES**

**A. RETIREE HEALTH COVERAGE**

Employees represented by the Union who retire from the California Public Employees Retirement System (CalPERS) within 120 days of leaving their position with the City are eligible to continue in the City's retiree group health insurance program offered through Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution towards retiree coverage shall be The PEMHCA minimum contribution as determined by CalPERS from time to time.

**B. LONGEVITY PAYMENTS**



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The City shall make a longevity payment to an employee who retires from the City as described in this Section and who qualifies for and exercises their right through PERS to receive the City's retiree group health insurance. The City shall make a longevity payment on a monthly basis to the retiree's Retiree Healthcare Reimbursement trust (Retiree HRA trust).

The City's monthly contribution to the Retiree HRA trust shall be the difference between the premium cost of coverage for the retiree and retiree's spouse (when applicable) minus the PEMHCA minimum contribution up to the City's maximum longevity contribution. In no event shall the City's total contribution to the Retiree HRA exceed the amounts described in this section. The City's maximum contribution towards a retiree's Retiree HRA Trust account shall not be subject to change and shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

1. Existing Employees retiring on or before January 1, 2010 shall receive a longevity payment not to exceed:

Retiree only/surviving spouse:	\$270 per month
Retiree plus one dependent	\$428 per month
Retiree plus family:	\$529 per month

The City's contribution to a retiree's Retiree HRA will decrease if the retiree experiences a change in family status, i.e. retiree has retiree plus one coverage and the spouse passes away, therefore changing to retiree only coverage.

2. Employees employed before July 1, 2009, retiring after January 1, 2010 who satisfy the criteria outlined below shall receive the longevity payment described in Section B 1 of Article 23:
  - i. Employee retires from the City, and
  - ii. Employee has 10 or more years of service with the City of Pismo Beach at the time of retirement
3. Employees employed before July 1, 2009, retiring after January 1, 2010 who satisfy the criteria of this section shall receive the longevity payment described below:
  - i. Employee is age 50 as of 01/01/2010, and the
  - ii. Employee has less than 10 years of service at the time of retirement from the City, the retiree shall receive the longevity payment described in Section B 1 of Article 23
4. Employees employed before July 1, 2009, with less than 10 years of service who are not age 50 as of 1/1/2010 who retire from the City shall not be eligible to receive a longevity payment from the City. The City's contribution towards their retiree health coverage shall be the PEMHCA minimum contribution as described

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in Section A of this Article.

5. Employees hired on or after July 1, 2009, including Department Heads and the City Manager positions, shall not be eligible to receive a longevity payment from the City. The City's contribution towards their retiree health coverage shall be the PEMHCA minimum contribution as described in Section A of this Article.

**C. ESTABLISHMENT OF A RETIREE HEALTHCARE TRUST**

The City shall make available to the Union a Retiree Healthcare Trust, where employees shall be provided the opportunity to defer vacation and a specified amount of annual sick time buy-back, as well as a portion of their salary (if applicable), to prefund their future retiree health care costs. The trust and contribution requirements shall comply with the guidelines established by the Internal Revenue Service.

**ARTICLE 24**

**VACATION**

The purpose of annual vacation leave is to enable each eligible employee annually to return to his/her work mentally refreshed. All employees in the Classified Service shall be entitled to annual vacation leave with pay except the following:

1. Employees who have served less than six (6) months in service of the City. However, vacation credits for the time may be granted to each such employee who later receives a regular appointment.
2. Employees who work on a provisional basis, and all employees who are not regularly employed in a Regular Full-Time position (including Temporary and Seasonal appointments).

The specific rates at which vacation leave are to be accrued shall be as follows:

1. Each eligible employee shall accrue 6.66 hours per month.
2. Employees completing five (5) years of service, vacation leave will accrue at the rate of ten (10) hours per month.
3. Employees completing 10 years of service, vacation leave will accrue at the rate described in subsection (2) above, plus an additional 0.667 hours or one day for each year of service over ten (10) up to a maximum of 160 hours accrued per year.

Other applicable provisions are as follows:

1. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the service needs of the City.

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2. If the service requirements of the City are such that an employee cannot take part or all of his/her annual vacation in a particular calendar year, such vacation either shall be taken during the following calendar year or paid for at the discretion of the Personnel Officer.
3. An eligible employee, with the consent of the head of his/her department, may defer a maximum 20 working days of his/her annual vacation to the succeeding calendar year, subject to the provisions of this Rule. The balance over 20 working days that is not deferred to the succeeding calendar year will be paid to the employee as straight-time hours.
4. In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
5. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date or termination.

## **ARTICLE 25 HOLIDAYS**

### **A. Personal Holidays**

The employees represented by the Union will be granted two personal holidays. These holidays must be taken during the course of the fiscal year at a time mutually agreeable to the employee and the department head and no compensation will occur for the holidays if not taken during the fiscal year. Employees hired between July 1 and October 31 shall be granted two personal holidays in the fiscal year in which they are hired. Employees hired between November 1 and April 30 shall be granted one personal holiday in the fiscal year in which they are hired. Employees hired between May 1 and June 30 are not eligible for a personal holiday in the fiscal year in which they are hired.

### **B. Holidays**

The City and the Union agree that the following days shall be paid holidays for all employees of the unit:

1. New Year's Day
2. Third Monday in January, Martin Luther King Day
3. Third Monday in February, Washington's Birthday
4. Last Monday in May, Memorial Day
5. Independence Day
6. First Monday in September, Labor Day
7. Veteran's Day
8. Fourth Thursday in November, Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve

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11. Christmas Day

Should a paid holiday fall on Sunday, the following Monday shall be observed as a holiday. Should a paid holiday fall on a Saturday, the preceding Friday shall be observed as a holiday.

**ARTICLE 26**  
**SICK LEAVE BENEFIT**

**A. SICK LEAVE BENEFIT**

1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment.
2. Employees receiving temporary payments under Worker's Compensation or State Disability Insurance may use accumulated sick leave in order to maintain but not exceed his/her regular base income.
3. Employees have the right to use up to half of their annual sick leave accrual to attend to the illness of child, spouse, domestic partner, or parent.
4. The sick leave benefit protects employees from a loss in wages when they are unable to work because of an illness or injury and is not intended to be equivalent to vacation leave.
5. The City considers good attendance to be a very important part of an employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.

Accrual and use of sick leave shall be governed by the following provisions:

1. Sick leave credit shall be granted to all probationary and regular full-time employees within the Classified Service.
2. For purposes of computing sick leave, sick leave will be credited at the rate of 3.692 hours per pay period regardless of work schedule for a maximum of twelve (12) days or 96 hours per year.
3. In order to be compensated for use of sick leave, the immediate supervisor shall be notified of an employee's request to use sick leave prior to the employee's absence or within four hours after the time set for the employee to begin work, or at such other time as may be specified by the head of the department.



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4. The employee may be required to file a physician's certificate or personal affidavit with the Personnel Officer when the absence is more than three workdays, verifying the need for the absence. However, if the Department Head has reason to believe that sick leave is being abused, a physician's certificate may be required after any absence for which sick leave is claimed.
5. An employee receiving temporary disability payments under the Worker's Compensation laws may use accumulated sick leave in order to continue to maintain regular income. However, all employees receiving full salaries in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code are entitled to accumulate sick leave during such periods of disability.

**B. SICK LEAVE PAYBACK OR RETIREMENT CREDIT**

An employee will retain the benefit of converting sick leave balance to additional retirement credit, under the City's contract with the Public Employees Retirement System, if the employee retires during the term of the contract.

At the end of each Calendar year, the employee will have the choice of the following:

1. Sick Leave Annual Pay-off
  - a. City will pay the employee one-sixth of the net amount of Employee's sick leave accumulated (earned minus used) during said calendar year.
  - b. Once the employee's sick leave balance exceeds 480 hours, the net amount of sick leave hours accumulated (earned less used) in that calendar year will be paid in full.

Any sick leave hours paid for will be deducted from the sick leave balance. At no time will the number of hours paid out for a calendar year under this Section exceed the annual accrual.

2. Sick Leave Retention

Employees can choose to not receive the Sick Leave Pay-off, and can instead build up their sick leave balance. There is no cap to the amount of sick leave that can be accumulated for retirement credit.

If the City's contract with the Public Employees Retirement System so provides,, at the time of retirement, the Employee's sick leave balance will convert to additional retirement credit.

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This option to convert the unused sick leave at retirement does not change the vesting of sick leave, and does not entitle the Employee to any rights to the balance at any separation from City employment other than for retirement credit.

**C. MISUSE OF SICK LEAVE, INJURY OR ILLNESS**

No employee shall feign or misrepresent any illness or injury or deceive any other employee, supervisor, or any representative of the City as to their real condition for the purpose of remaining away from scheduled duty assignments. Misuse of sick leave shall result in disciplinary action up to and including termination.

**D. FAMILY CARE AND MEDICAL LEAVE**

The City will grant family care and medical leave in accordance with the requirements of applicable state (California Family Rights Act) and federal law (Family and Medical Leave Act) in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant California or federal law.

**E. USE OF ACCRUED PAID LEAVES**

Family and medical leave is unpaid, except that an employee is required to first use any accumulated sick leave, if the leave is for the employee's own serious health condition. The employee may also use sick leave to care for a parent, spouse or child with a serious health condition. For any other type of family and medical leave, the employee may use any paid or unpaid leave time. The paid and unpaid leave runs concurrently with the family and medical leave.

**F. CONCURRENT USE OF FMLA WITH OTHER LEAVES**

The City may designate any non-family and medical leave, such as workers' compensation, sick, or vacation leave, to run concurrently with family and medical leave whenever the non-family and medical leave is also for a family and medical leave purpose.

The City integrates family and medical leave with workers' compensation leave whenever an employee is absent from the work place for 30 days or more due to an industrial injury or illness. As required by law, the City will not run family and medical leave concurrently for those employees entitled to Labor Code section 4850 leave.

**G. BENEFITS DURING LEAVE**

An employee may receive any group health insurance coverage that was provided before

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the leave on the same terms as if the employee had continued to work during the leave, up to a maximum of 12 workweeks.

Employee contributions for group health insurance coverage, if any, will be required either through payroll deduction or by direct payment to the insurance provider. The method of payment will be established in conjunction with the employee in writing at the beginning of the leave. The amount of an employee's contribution is subject to any changes in rates that occur while the employee is on leave.

**H. SICK AND VACATION LEAVE ACCRUAL**

Sick leave and vacation leave do not accrue while an employee is on unpaid leave.

**ARTICLE 27  
BEREAVEMENT LEAVE**

Bereavement leave shall be defined as whenever any employee has experienced a death in the immediate family. [Immediate family is defined in the definition section 2.19 of the City Personnel Rules and Regulations]

**A. LEAVE WITH PAY**

The employee may be granted bereavement leave with full pay of not to exceed a total of forty (40) hours per occurrence as approved by management. These days shall not be charged against the unit employee's accumulated sick leave.

**B. FACTS JUSTIFYING ABSENCE**

The employee must submit an approved declaration or other evidence such as a death certificate or obituaries, acceptable to Department Head, evidencing eligibility for bereavement leave.

**ARTICLE 28  
UNEMPLOYMENT INSURANCE**

The City will continue to make appropriate contributions for the California Unemployment Insurance Plan for all employees represented by the Union.

**ARTICLE 29  
JURY DUTY**

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No deduction shall be made in the salary of any employee who serves on a jury, if the employee has waived or remitted the jury fee to the City for such jury duty. If the employee has not so waived or remitted the jury fee to the City, the employee shall be paid only for the time actually worked in the City position. An employee accepted for jury duty shall immediately notify the Finance Department, in writing, whether or not the jury fee will be waived or remitted to the City. It is understood that the employee may retain any travel pay granted by the court because of the employee's participation in jury duty.

An employee who is subpoenaed to appear in court as a result of official duties as a City employee shall be allowed to do so without loss of compensation. Any witness fees paid as required by law shall be submitted to the City if the employee is required to attend the legal proceeding in an official capacity. An employee subpoenaed to appear in court in a matter unrelated to official duties as a City employee may be permitted to use accrued vacation, holiday, and/or compensatory time off.

Except as provided in an applicable memorandum of understanding, employees shall be required to return to work for completion of their assigned work shift, where reasonable, upon release from their daily court duties. "Reasonableness" shall be determined by the department head, or the Department Head's designated representative.

### **ARTICLE 30**

#### **MILEAGE REIMBURSEMENT**

It is agreed that reimbursement shall be based on the maximum allowed by IRS for miles traveled on City business utilizing the employee's car, with prior approval of the department head, for using a non-City vehicle.

### **ARTICLE 31**

#### **HEALTH AND SAFETY**

1. The City and the Union agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan.
2. The City agrees that any safety courses employees are required to take will be provided on City time with pay.
3. Both the City and the Union recognize the need and will strive to reduce the number of industrial accidents and injuries among employees by forming a joint Safety Committee.
4. It is the duty of management to make every reasonable effort to provide and maintain

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a safe place of employment. The Union will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, and to report any such unsafe practices or conditions to their immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to take the matter either personally or through the Steward to his/her Department Head or designated representative. On any matter of safety that is not resolved, consultation will take place between management and Union representatives.

5. The City agrees to facilitate or to perform directly regular on-site safety inspections with departmental safety coordinators. It is further agreed that the City shall continue to maintain vehicles and equipment in a safe operating condition and that no employee will be penalized for refusing to use vehicles or equipment proven to be unsafe pursuant to State Law. The City will insure the implementation of a comprehensive safety program including, but not necessarily limited to, periodic lectures, safety films, and instruction to all employees about first aid, CPR, and proper operation of fire extinguishers. No reprisals shall be taken against an employee solely for reporting unsafe working conditions to management.
6. The City and the Union agree that the City will either provide all safety equipment required by the City or will reimburse the employee for purchasing the equipment whenever such equipment has been required by the City as necessary for the job. Such equipment shall include, but not be limited to, safety shoes, safety goggles, helmets, hard hats, gloves, boots, jackets, and all related safety items. Both parties agree that the City shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures and limitations and exclusions.

Notwithstanding the above, the parties agree that employees designated by the City are required to wear steel-toed safety shoes or boots in the performance of their duties. Said employees shall purchase footwear, based on the current policy.

All City equipment, excepting personal items, i.e., boots, shall be returned to the City upon the employee leaving such service.

### **ARTICLE 32**

#### **UNIFORM ALLOWANCE**

- A. The City and the Union agree that when Public Works employees are required by the City to wear field uniforms, said uniforms shall be maintained and laundered by the City at no cost to the employee.
- B. Clothing allowance for Police Records Clerks/Technicians  
For Police Records Clerk/Technician, the City shall go from the present practice of providing uniforms, to giving a \$700 per fiscal year allowance to employees

SEIU MOU FYs 2017 through 2019

occupying those positions on a full-time basis, with the employee being responsible for purchasing the uniforms, cleaning and maintaining them, and being required to wear them on all work days, except as permission is given by the Police Chief for other attire on special occasions. The allowance will be given twice a year, in June and December, as reimbursement for expenses, in increments of \$350 each, by separate check. The first payment shall be commenced for the second pay period after Council approval of the MOU.

**ARTICLE 33**

**MEET AND CONFER PROCESS, WAIVER**

The City and the Union agree that, for the term of this Agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement, except as to meeting and conferring over the renewal or continuation of this Agreement, or as otherwise provided herein.

If during the term of this Agreement a classification and pay study is completed, the parties agree to meet and confer on the results of such study.

The City and the Union also agree that meeting and conferring over the renewal or continuation of this Agreement shall be initiated at the request of either party between January 1, 2019 but not later than April 15, 2019 and that every effort will be made to reach an agreement prior to the expiration of this Agreement on June 30, 2019.

It is further agreed that nothing in this Agreement shall in any way diminish the rights of the employees, the City or Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, except as herein provided.

**ARTICLE 34**

**TUITION ASSISTANCE**

The City recognizes the importance of continued improvement of its personnel and encourages all employees to take advantage of those training and development opportunities that will enable City employees to perform more effectively and productively in their job responsibilities. Tuition assistance programs are distinguished from courses or schools mandated or required by the City and when the latter are paid fully by the City.

**A. WORK RELATED COURSES**

1. The City will reimburse full-time regular employees for the cost of books and tuition for approved courses, which relate directly and specifically to their present work

## SEIU MOU FYs 2017 through 2019

assignment, or to degree requirements in a related field, or to enhance career opportunities within the City service.

2. Employees obtaining tuition assistance shall be required to continue working for the City for a period of 12 months after completion of the reimbursed classes or repay the City in the full amount of reimbursement received.
3. Course/class attendance will be on employee's own time. In no case will City time be authorized for outside education as covered under this tuition assistance program.
4. Application for tuition assistance must be approved in writing, in advance, by the Department Head and the City Manager before the class/course work begins; and, the Department Head will certify that the approved course work meets the criteria set forth in number one above.
5. Any job related books paid for by the City or as a part of the tuition costs will become City property if determined to be of value to the City by the employee's Department Head.
6. Receipts for all tuition and registration fees and books must be submitted to the City as well as certification that the employee earned a grade of "C" or better or a copy of the certificate of completion for the class, before reimbursement will be made. All Reimbursements must be submitted within 60 days, following completion of the class.

### **B. REIMBURSEMENT FOR CITY-SPONSORED TRAINING**

The City will provide an amount not to exceed \$1000 per fiscal year per employee, toward Tuition Assistance.

## **ARTICLE 35**

### **LICENSES AND CERTIFICATES**

Employees who are required by the City, State or Federal agencies to be licensed or certificated shall be reimbursed for the fees, tuition, books and mileage, for such license or certificate, including licenses required beyond Class 'C' by the Department of Motor Vehicles for the initial certification attempt and renewal only.

## **ARTICLE 36**

### **CONSISTENT POLICY**

## SEIU MOU FYs 2017 through 2019

The parties agree that insofar as possible City-wide policies shall be applied consistently within all Departments within the General Services Bargaining Unit.

### **ARTICLE 37 LEAVE WITHOUT PAY**

Employees of the City, with regular status or with the right to return to such status, may be granted leave of absence without pay, at the discretion of the Department Head and with the approval of the Personnel Officer, for a period not to exceed **three** months. Leave of absence may be granted for the following reasons:

1. Illness of the employee or his/her immediate family not covered by sick leave.
2. To enable an employee to attend school or otherwise obtain training designed to improve the quality of his/her service.
3. Pregnancy disability leave beyond that otherwise provided for by law.
4. For any other reason which the Personnel Officer approves as being in the public interest.

Leaves of absence without pay will not be approved for matters of simple convenience, such as extended vacations. Approval of leave of absence without pay will be granted only for reasons clearly permitted as stated above and which are compelling in nature. Denial of such leave is not subject to grievance or appeal. All requests for leave of absence without pay will be handled in a timely manner. In the event of illness lasting longer than accrued sick leave, the employee's vacation time may be approved for use unless the employee formally requests leave without pay within the pay period. Leave without pay may be authorized even though the employee has unused sick leave and/or vacation time to his/her credit.

#### Effect on Health Insurance Premiums

During an approved leave without pay the employee will pay that portion of Health, Dental, Vision and Life Insurance premiums designated as his/her portion of premiums for "employee only" and all premiums for dependents one month in advance of the month of insurance coverage. The City will pay the portion of premiums designated as the City's share for the employee only for **six (6)** pay periods or for as long as the employee is current with payment of his/her share, up to **6** pay periods.

If insurance coverage is upgraded at the employee's request during this time, the employee shall pay any additional premiums.



SEIU MOU FYs 2017 through 2019

Effect on Seniority and Benefits

Time on leave without pay is disregarded in computing merit salary increases, vacation and sick leave credits, seniority and holidays. Under this unpaid leave policy, leave without pay is not considered work time for the purposes of crediting any of the above or any other benefits.

Expiration of Leaves Without Pay

At the expiration of a leave of absence or earlier if the Personnel Officer approves, an employee on leave shall be returned to his/her former position or to another position which the Personnel Officer finds has substantially similar duties and responsibilities, qualification requirements, and the same compensation. The City may refuse to reinstate an employee if he/she is no longer physically able to perform the duties of the class as determined by a licensed physician.

**ARTICLE 38**

**SEVERABILITY CLAUSE**

If any provision of this agreement, or the application of such provisions should be rendered or declared invalid by a decree of a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect.

**ARTICLE 39**

**MEMORANDUM OF UNDERSTANDING AS BINDING AGREEMENT**

It is understood that after its adoption, this Memorandum of Understanding shall be a binding agreement between the parties. This MOU is not intended to conflict with the provisions of any rules, regulations or ordinances of the City of Pismo Beach. If the provisions of this MOU are in conflict with the provisions of any rule, regulation or resolution, the MOU shall be controlling.

The City and Union agree that during the term of this Memorandum of Understanding no additional items will be placed under discussion for the purposes of meet and confer unless mutually agreed upon by both parties.

SEIU MOU FYs 2017 through 2019

**ARTICLE 40**  
**TERM OF AGREEMENT**

This Memorandum of Understanding shall remain in full force and effect from the date of ratification by the parties until and through June 30, 2019.

**CITY OF PISMO BEACH**  
**Negotiating Committee**

**PISMO BEACH EMPLOYEES' ASSOCIATION**  
**SEIU LOCAL 620 Negotiating Committee**

Diana Garcia  
Robert Lee  
\_\_\_\_\_  
\_\_\_\_\_

Barbara Lee  
Kathleen Schuchter  
Mark Lee  
Paul Lee  
\_\_\_\_\_  
\_\_\_\_\_

Date: 6/10/16

Date: 6/10/16

Salary Schedule A  
City of Pismo Beach  
Salary Range Table  
5% between steps  
Effective first full pay period in July 2016

Exhibit A

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Office Assistant I	5	Hourly	16.50	17.32	18.19	19.10	20.05
		Bi-weekly	1,319.93	1,385.92	1,455.22	1,527.98	1,604.38
		Monthly	2,859.84	3,002.83	3,152.97	3,310.62	3,476.15
		Annual	34,318.08	36,033.99	37,835.69	39,727.47	41,713.84
Office Assistant II	9	Hourly	18.21	19.12	20.08	21.08	22.14
		Bi-weekly	1,456.95	1,529.80	1,606.29	1,686.60	1,770.93
		Monthly	3,156.73	3,314.57	3,480.29	3,654.31	3,837.02
		Annual	37,880.74	39,774.78	41,763.52	43,851.70	46,044.28
Maintenance Worker I	12	Hourly	19.61	20.59	21.62	22.70	23.84
		Bi-weekly	1,568.98	1,647.43	1,729.80	1,816.29	1,907.10
		Monthly	3,399.45	3,569.42	3,747.90	3,935.29	4,132.05
		Annual	40,793.42	42,833.09	44,974.74	47,223.48	49,584.65
Assistant Mechanic Administrative Assistant	13	Hourly	20.10	21.11	22.16	23.27	24.43
		Bi-weekly	1,608.20	1,688.61	1,773.04	1,861.69	1,954.78
		Monthly	3,484.44	3,658.66	3,841.59	4,033.67	4,235.36
		Annual	41,813.25	43,903.91	46,099.11	48,404.07	50,824.27
Water Systems Operator I	14	Hourly	20.61	21.64	22.72	23.85	25.05
		Bi-weekly	1,648.41	1,730.83	1,817.37	1,908.24	2,003.65
		Monthly	3,571.55	3,750.13	3,937.63	4,134.51	4,341.24
		Annual	42,858.58	45,001.51	47,251.59	49,614.17	52,094.88
Accounting Clerk Wastewater Plant Operator I	15	Hourly	21.12	22.18	23.29	24.45	25.67
		Bi-weekly	1,689.62	1,774.10	1,862.80	1,955.94	2,053.74
		Monthly	3,660.84	3,843.88	4,036.07	4,237.88	4,449.77
		Annual	43,930.05	46,126.55	48,432.88	50,854.52	53,397.25
Police Records Technician	16	Hourly	21.65	22.73	23.87	25.06	26.31
		Bi-weekly	1,731.86	1,818.45	1,909.37	2,004.84	2,105.08
		Monthly	3,752.36	3,939.98	4,136.98	4,343.82	4,561.01
		Annual	45,028.30	47,279.71	49,643.70	52,125.89	54,732.18
Accounting Technician Administrative Secretary Building Permit Technician	19	Hourly	23.31	24.48	25.70	26.99	28.34
		Bi-weekly	1,865.02	1,958.27	2,056.19	2,159.00	2,266.95
		Monthly	4,040.88	4,242.92	4,455.07	4,677.82	4,911.71
		Annual	48,490.55	50,915.08	53,460.84	56,133.88	58,940.57
Maintenance Worker II Water Systems Operator II	20	Hourly	23.90	25.09	26.34	27.66	29.05
		Bi-weekly	1,911.65	2,007.23	2,107.59	2,212.97	2,323.62
		Monthly	4,141.90	4,349.00	4,566.45	4,794.77	5,034.51
		Annual	49,702.82	52,187.96	54,797.36	57,537.22	60,414.09
Engineering Technician Wastewater Plant Operator II	22	Hourly	25.11	26.36	27.68	29.06	30.52
		Bi-weekly	2,008.42	2,108.85	2,214.29	2,325.00	2,441.25
		Monthly	4,351.59	4,569.16	4,797.62	5,037.50	5,289.38
		Annual	52,219.02	54,829.97	57,571.47	60,450.05	63,472.55
Fleet Mechanic Lead Maintenance Worker	23	Hourly	25.73	27.02	28.37	29.79	31.28
		Bi-weekly	2,058.63	2,161.57	2,269.64	2,383.13	2,502.28
		Monthly	4,460.37	4,683.39	4,917.56	5,163.44	5,421.61
		Annual	53,524.50	56,200.72	59,010.76	61,961.30	65,059.36
Lead Water Systems Operator Building Inspector I	24	Hourly	26.38	27.70	29.08	30.53	32.06
		Bi-weekly	2,110.10	2,215.61	2,326.39	2,442.70	2,564.84
		Monthly	4,571.88	4,800.48	5,040.50	5,292.53	5,557.15
		Annual	54,862.61	57,605.74	60,486.03	63,510.33	66,685.85
Lead Wastewater Operator	26	Hourly	27.71	29.10	30.55	32.08	33.68
		Bi-weekly	2,216.92	2,327.77	2,444.16	2,566.37	2,694.69
		Monthly	4,803.34	5,043.50	5,295.68	5,560.46	5,838.48
		Annual					



Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Regulatory Compliance Coordinator	27	Annual	57,640.03	60,522.03	63,548.13	66,725.54	70,061.82
		Hourly	28.40	29.82	31.32	32.88	34.53
		Bi-weekly	2,272.35	2,385.96	2,505.26	2,630.53	2,762.05
		Monthly	4,923.42	5,169.59	5,428.07	5,699.47	5,984.45
		Annual	59,081.03	62,035.08	65,136.84	68,393.68	71,813.36
Building Inspector II	28	Hourly	29.11	30.57	32.10	33.70	35.39
		Bi-weekly	2,329.16	2,445.61	2,567.89	2,696.29	2,831.10
		Monthly	5,046.50	5,298.83	5,563.77	5,841.96	6,134.06
		Annual	60,558.06	63,585.96	66,765.26	70,103.52	73,608.70
		Hourly	32.14	33.74	35.43	37.20	39.06
Building Inspector/Plans Examiner	32	Bi-weekly	2,570.95	2,699.50	2,834.48	2,976.20	3,125.01
		Monthly	5,570.40	5,848.92	6,141.36	6,448.43	6,770.85
		Annual	66,844.76	70,187.00	73,696.35	77,381.17	81,250.23



Salary Schedule B  
 City of Pismo Beach  
 Salary Range Table  
 5% between steps  
 Effective first full pay period in July 2017

Exhibit A

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Office Assistant I	5	Hourly	16.83	17.67	18.55	19.48	20.46
		Bi-weekly	1,346.32	1,413.64	1,484.32	1,558.54	1,636.47
		Monthly	2,917.04	3,062.89	3,216.03	3,376.84	3,545.68
		Annual	35,004.45	36,754.67	38,592.40	40,522.02	42,548.12
Office Assistant II	9	Hourly	18.58	19.50	20.48	21.50	22.58
		Bi-weekly	1,486.09	1,560.40	1,638.41	1,720.34	1,806.35
		Monthly	3,219.86	3,380.86	3,549.90	3,727.39	3,913.76
		Annual	38,638.36	40,570.28	42,598.79	44,728.73	46,965.17
Maintenance Worker I	12	Hourly	20.00	21.00	22.05	23.16	24.32
		Bi-weekly	1,600.36	1,680.37	1,764.39	1,852.61	1,945.24
		Monthly	3,467.44	3,640.81	3,822.85	4,014.00	4,214.70
		Annual	41,609.29	43,689.75	45,874.24	48,167.95	50,576.35
Assistant Mechanic Administrative Assistant	13	Hourly	20.50	21.53	22.61	23.74	24.92
		Bi-weekly	1,640.37	1,722.38	1,808.50	1,898.93	1,993.88
		Monthly	3,554.13	3,731.83	3,918.42	4,114.35	4,320.06
		Annual	42,649.52	44,781.99	47,021.09	49,372.15	51,840.75
Water Systems Operator I	14	Hourly	21.02	22.07	23.17	24.33	25.55
		Bi-weekly	1,681.38	1,765.44	1,853.72	1,946.40	2,043.72
		Monthly	3,642.98	3,825.13	4,016.39	4,217.20	4,428.06
		Annual	43,715.76	45,901.54	48,196.62	50,606.45	53,136.77
Accounting Clerk Wastewater Plant Operator I	15	Hourly	21.54	22.62	23.75	24.94	26.19
		Bi-weekly	1,723.41	1,809.58	1,900.06	1,995.06	2,094.82
		Monthly	3,734.05	3,920.76	4,116.79	4,322.63	4,538.77
		Annual	44,808.65	47,049.08	49,401.54	51,871.61	54,465.19
Police Records Technician	16	Hourly	22.08	23.19	24.34	25.56	26.84
		Bi-weekly	1,766.49	1,854.82	1,947.56	2,044.94	2,147.19
		Monthly	3,827.41	4,018.78	4,219.71	4,430.70	4,652.24
		Annual	45,928.87	48,225.31	50,636.57	53,168.40	55,826.82
Accounting Technician Administrative Secretary Building Permit Technician	19	Hourly	23.78	24.97	26.22	27.53	28.90
		Bi-weekly	1,902.32	1,997.44	2,097.31	2,202.18	2,312.28
		Monthly	4,121.70	4,327.78	4,544.17	4,771.38	5,009.95
		Annual	49,460.36	51,933.38	54,530.05	57,256.55	60,119.38
Maintenance Worker II Water Systems Operator II	20	Hourly	24.37	25.59	26.87	28.22	29.63
		Bi-weekly	1,949.88	2,047.37	2,149.74	2,257.23	2,370.09
		Monthly	4,224.74	4,435.98	4,657.78	4,890.66	5,135.20
		Annual	50,696.87	53,231.72	55,893.30	58,687.97	61,622.37
Engineering Technician Wastewater Plant Operator II	22	Hourly	25.61	26.89	28.23	29.64	31.13
		Bi-weekly	2,048.59	2,151.02	2,258.57	2,371.50	2,490.08
		Monthly	4,438.62	4,660.55	4,893.58	5,138.25	5,395.17
		Annual	53,263.40	55,926.57	58,722.90	61,659.05	64,742.00
Fleet Mechanic Lead Maintenance Worker	23	Hourly	26.25	27.56	28.94	30.38	31.90
		Bi-weekly	2,099.81	2,204.80	2,315.04	2,430.79	2,552.33
		Monthly	4,549.58	4,777.06	5,015.91	5,266.71	5,530.05
		Annual	54,594.99	57,324.74	60,190.97	63,200.52	66,360.55
Lead Water Systems Operator Building Inspector I	24	Hourly	26.90	28.25	29.66	31.14	32.70
		Bi-weekly	2,152.30	2,259.92	2,372.91	2,491.56	2,616.14
		Monthly	4,663.32	4,896.49	5,141.31	5,398.38	5,668.30
		Annual	55,959.86	58,757.86	61,695.75	64,780.54	68,019.56
Lead Wastewater Operator	26	Hourly	28.27	29.68	31.16	32.72	34.36
		Bi-weekly	2,261.26	2,374.33	2,493.04	2,617.69	2,748.58
		Monthly	4,899.40	5,144.37	5,401.59	5,671.67	5,955.25
		Annual					





Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Regulatory Compliance Coordinator	27	Annual	58,792.83	61,732.47	64,819.10	68,060.05	71,463.05
		Hourly	28.97	30.42	31.94	33.54	35.22
		Bi-weekly	2,317.79	2,433.68	2,555.37	2,683.14	2,817.29
		Monthly	5,021.89	5,272.98	5,536.63	5,813.46	6,104.14
		Annual	60,262.65	63,275.78	66,439.57	69,761.55	73,249.63
Building Inspector II	28	Hourly	29.70	31.18	32.74	34.38	36.10
		Bi-weekly	2,375.74	2,494.53	2,619.25	2,750.22	2,887.73
		Monthly	5,147.43	5,404.81	5,675.05	5,958.80	6,256.74
		Annual	61,769.22	64,857.68	68,100.56	71,505.59	75,080.87
		Hourly	32.78	34.42	36.14	37.95	39.84
Building Inspector/Plans Examiner	32	Bi-weekly	2,622.37	2,753.49	2,891.16	3,035.72	3,187.51
		Monthly	5,681.80	5,965.90	6,264.19	6,577.40	6,906.27
		Annual	68,181.66	71,590.74	75,170.28	78,928.79	82,875.23



Salary Schedule C  
City of Pismo Beach  
Salary Range Table  
5% between steps  
Effective first full pay period in July 2018

Exhibit A

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Office Assistant I	5	Hourly	17.33	18.20	19.11	20.07	21.07
		Bi-weekly	1,386.71	1,456.05	1,528.85	1,605.30	1,685.56
		Monthly	3,004.55	3,154.78	3,312.51	3,478.14	3,652.05
		Annual	36,054.58	37,857.31	39,750.17	41,737.68	43,824.57
Office Assistant II	9	Hourly	19.13	20.09	21.09	22.15	23.26
		Bi-weekly	1,530.67	1,607.21	1,687.57	1,771.95	1,860.54
		Monthly	3,316.46	3,482.28	3,656.40	3,839.22	4,031.18
		Annual	39,797.51	41,787.38	43,876.75	46,070.59	48,374.12
Maintenance Worker I	12	Hourly	20.60	21.63	22.72	23.85	25.05
		Bi-weekly	1,648.37	1,730.79	1,817.33	1,908.19	2,003.60
		Monthly	3,571.46	3,750.04	3,937.54	4,134.42	4,341.14
		Annual	42,857.56	45,000.44	47,250.46	49,612.99	52,093.64
Assistant Mechanic Administrative Assistant	13	Hourly	21.12	22.18	23.28	24.45	25.67
		Bi-weekly	1,689.58	1,774.06	1,862.76	1,955.90	2,053.69
		Monthly	3,660.75	3,843.79	4,035.98	4,237.78	4,449.66
		Annual	43,929.00	46,125.45	48,431.73	50,853.31	53,395.98
Water Systems Operator I	14	Hourly	21.65	22.73	23.87	25.06	26.31
		Bi-weekly	1,731.82	1,818.41	1,909.33	2,004.79	2,105.03
		Monthly	3,752.27	3,939.88	4,136.88	4,343.72	4,560.91
		Annual	45,027.23	47,278.59	49,642.52	52,124.64	54,730.88
Accounting Clerk Wastewater Plant Operator I	15	Hourly	22.19	23.30	24.46	25.69	26.97
		Bi-weekly	1,775.11	1,863.87	1,957.06	2,054.91	2,157.66
		Monthly	3,846.08	4,038.38	4,240.30	4,452.31	4,674.93
		Annual	46,152.91	48,460.55	50,883.58	53,427.76	56,099.15
Police Records Technician	16	Hourly	22.74	23.88	25.07	26.33	27.65
		Bi-weekly	1,819.49	1,910.46	2,005.99	2,106.29	2,211.60
		Monthly	3,942.23	4,139.34	4,346.31	4,563.62	4,791.80
		Annual	47,306.73	49,672.07	52,155.67	54,763.45	57,501.63
Accounting Technician Administrative Secretary Building Permit Technician	19	Hourly	24.49	25.72	27.00	28.35	29.77
		Bi-weekly	1,959.39	2,057.36	2,160.23	2,268.24	2,381.65
		Monthly	4,245.35	4,457.62	4,680.50	4,914.52	5,160.25
		Annual	50,944.18	53,491.38	56,165.95	58,974.25	61,922.96
Maintenance Worker II Water Systems Operator II	20	Hourly	25.10	26.36	27.68	29.06	30.51
		Bi-weekly	2,008.38	2,108.79	2,214.23	2,324.95	2,441.19
		Monthly	4,351.48	4,569.06	4,797.51	5,037.38	5,289.25
		Annual	52,217.78	54,828.67	57,570.10	60,448.61	63,471.04
Engineering Technician Wastewater Plant Operator II	22	Hourly	26.38	27.69	29.08	30.53	32.06
		Bi-weekly	2,110.05	2,215.55	2,326.33	2,442.65	2,564.78
		Monthly	4,571.78	4,800.36	5,040.38	5,292.40	5,557.02
		Annual	54,861.31	57,604.37	60,484.59	63,508.82	66,684.26
Fleet Mechanic Lead Maintenance Worker	23	Hourly	27.04	28.39	29.81	31.30	32.86
		Bi-weekly	2,162.80	2,270.94	2,384.49	2,503.71	2,628.90
		Monthly	4,686.07	4,920.37	5,166.39	5,424.71	5,695.95
		Annual	56,232.84	59,044.48	61,996.70	65,096.54	68,351.37
Lead Water Systems Operator Building Inspector I	24	Hourly	27.71	29.10	30.55	32.08	33.68
		Bi-weekly	2,216.87	2,327.72	2,444.10	2,566.31	2,694.62
		Monthly	4,803.22	5,043.38	5,295.55	5,560.33	5,838.35
		Annual	57,638.66	60,520.59	63,546.62	66,723.95	70,060.15
Lead Wastewater Operator	26	Hourly	29.11	30.57	32.10	33.70	35.39
		Bi-weekly	2,329.10	2,445.56	2,567.83	2,696.23	2,831.04
		Monthly	5,046.38	5,298.70	5,563.64	5,841.82	6,133.91
		Annual					



Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Regulatory Compliance Coordinator	27	Annual	60,556.62	63,584.45	66,763.67	70,101.85	73,606.94
		Hourly	29.84	31.33	32.90	34.55	36.27
		Bi-weekly	2,387.33	2,506.69	2,632.03	2,763.63	2,901.81
		Monthly	5,172.54	5,431.17	5,702.73	5,987.87	6,287.26
		Annual	62,070.53	65,174.06	68,432.76	71,854.40	75,447.12
Building Inspector II	28	Hourly	30.59	32.12	33.72	35.41	37.18
		Bi-weekly	2,447.01	2,569.36	2,697.83	2,832.72	2,974.36
		Monthly	5,301.86	5,566.95	5,845.30	6,137.56	6,444.44
		Annual	63,622.29	66,803.41	70,143.58	73,650.76	77,333.30
		Hourly	33.76	35.45	37.22	39.08	41.04
Building Inspector/Plans Examiner	32	Bi-weekly	2,701.04	2,836.09	2,977.90	3,126.79	3,283.13
		Monthly	5,852.26	6,144.87	6,452.12	6,774.72	7,113.46
		Annual	70,227.11	73,738.46	77,425.39	81,296.66	85,361.49
		Hourly	33.76	35.45	37.22	39.08	41.04
		Bi-weekly	2,701.04	2,836.09	2,977.90	3,126.79	3,283.13

