

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF ATWATER  
("CITY") AND AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, LOCAL 2703, COUNCIL 57, AFL-CIO  
("UNION") REPRESENTING THE MISCELLANEOUS UNIT,  
PERTAINING TO CERTAIN TERMS AND CONDITIONS OF  
EMPLOYMENT**

The City and AFSCME (Union) have reached agreement concerning certain matters pertaining to terms and conditions of employment for employees covered under memoranda of understanding as they may apply to the Union.

The parties specifically agree that effective May 13, 2019 the existing language in certain Sections of each MOU shall be replaced, in total, with the following language:

**Article 3: UNION MEMBERSHIP**

**Section 3.2: New Hires**

City shall notify the Union, in writing, of all new hires within seven (7) days after the initial hire date. The information provided shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the City and home address. Notwithstanding the foregoing, City shall not disclose the personal email address, cellular and/or home phone number and/or home address of any employee who submits a written request that such information remain private. The City shall provide a list of all previously stated information for all employees working for the City in the covered classifications at least once every 120 days (January 1, May 1 and September 1 of every year), with the exception of those employees who have requested in writing that the information remain private.

When a new employee orientation/on boarding is scheduled, the Union will receive an invitation to such at least ten (10) days in advance of scheduled date of orientation/on boarding unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. City will allow the Union to meet with new employees hired into the bargaining unit for a total of 30 minutes during the employee orientation. Payment of dues shall be by payroll deduction, after the City receives written authorization from the Union to make these deductions. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following the date of written authorization by the Union to the City.

Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than City. Payroll deductions will cease or be modified upon receipt of written

certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following City's receipt of the written certification of authorization. Revocations or modifications of authorizations will become effective the first of the pay period following City's receipt of the written certification of revocation or modification. Neither the City nor the Union will discriminate against any unit member because of the exercise of their statutory rights.

In accordance with Government Code 1157.12, the Union agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

### **Section 3.3 Voluntary Contributions to "AFSCME PEOPLE"**

The City agrees to deduct from the paycheck of all employees, who have elected to contribute and are covered by this Memorandum of Understanding, voluntary contributions to AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality). The Union shall notify the City of the monthly amounts designated by each contributor/employee that are to be deducted from his/her paycheck on a semi-monthly basis for each period worked. The employee shall make the designation for the voluntary contribution.

The City shall transmit to AFSCME Local 2703 on a semi-monthly basis in one (1) check the total amount deducted along with a roster indicating the name of each employee on whose behalf a deduction is made and the amount deducted from that employee's paycheck.

### **Delete Section 3.4 in its entirety (Mandatory Compliance)**

### **Renumber Sections 3.5 – 3.14 accordingly**

### **Article 6: Salaries, Section 6.1: Salary Ranges**

#### **Delete Sections A and B in their entirety and replace with:**

Effective in the current pay period following adoption of a Resolution ratifying this MOU by the City Council, members in the AFSCME labor group shall receive a 1.5% salary increase.

### **Article 7: Work Week, Section 7.2: Scheduling**

- A. All Regular Full-Time employees shall be required to take twenty-six (26) furlough days per fiscal year. Contingent upon adoption of a balanced fiscal year 2019/20 budget and the assumption that the City can reasonably sustain a balanced budget in subsequent years, furloughs shall be eliminated effective the

later of 1) the first pay period in fiscal year 2019/20 or 2) the adoption of the 2019/20 budget with no furloughs.

- B. Employees shall be entitled to two (2) days off per work week. Notwithstanding the foregoing, the City and the Union have agreed to a compressed work schedule consisting of a four (4) day work week, with Regular Full-Time employees working nine (9) hours each day, thereby creating a work week consisting of 36 hours of work. Upon elimination of the twenty-six (26) furlough days per fiscal year, employees will return to a five (5) day work week, Monday through Friday, with Regular Full-Time employees working eight (8) hours each day.

### **Section 8.3: Vacation**

#### **B. Accrual Rates**

Regular Full-Time employees accrue vacation at the following rates:

Date of Hire - Year 4	3.33 hours per qualifying pay period
Years 5 – 9	5 hours per qualifying pay period
Years 10 -19	6.67 hours per qualifying pay period
Years 20 and up	8.33 hours per qualifying pay period

### **Section 8.5: Sick Leave**

#### **A. General Rules**

6. An employee who knows that he/she will need to be absent from his/her regular duties or responsibilities in advance of the date on which the leave is to be taken shall notify his/her Supervisor as soon as the employee becomes aware of the need for leave. When the need to use sick leave is not foreseeable, the employee shall notify his/her Supervisor as soon as practicable. In all cases, the employee must complete a Personnel Action Form (PAF).

#### **B. Accrual Rates**

There are twenty-four (24) pay periods during each calendar year in which employees accrue sick leave. Eligible employees accrue sick leave during each pay period in which the employee is on paid status at the rates set forth in this Section.

1. **Regular Full-Time Employees** – Regular Full-Time employees accrue paid sick leave at the rate of one (1) hour of paid sick leave for every twenty (20) hours worked in a pay period, up to eighty (80) hours worked in a pay period. Employees who work eighty-one (81) to one hundred twenty (120) hours in a

pay period do not earn additional paid sick leave. Employees who work more than one hundred twenty (120) hours in pay period earn an additional one (1) hour of paid sick leave for every thirty (30) hours worked above the one hundred twenty (120) hours in the pay period. The paid sick leave accrual schedule for Regular Full-Time employees is illustrated in the following chart:

Hours Worked or on Paid Status* Per Pay Period	Hours of Sick Leave Accrued Per Pay Period
1-20 hours worked	1 hour accrued
21-40 hours worked	2 hours accrued
41-60 hours worked	3 hours accrued
61-80 hours worked	4 hours accrued
120-plus hours worked	1 additional hour is accrued for every 30 hours worked over 120; e.g. 5 hours total will be accrued after 150 hours worked

\* Paid Status includes hours worked or compensated using any accrued leave. While an employee is receiving a non-City paid benefit (such as workers' compensation or disability) and employee has elected to supplement said benefit with accruals during any pay period, employee shall accrue sick leave according to the chart above based on the number of hours compensated using accrued leave. All leave donated under the "Catastrophic Leave" section of this MOU is excluded from this section. Employees shall not accrue sick leave on donated leave.

2. All Other Employees covered under this MOU – All employees other than Regular Full-Time employees accrue paid sick leave at the rates shown in the following chart:

Hours Worked or on Paid Status* Per Pay Period	Hours of Sick Leave Accrued Per Pay Period
1-26 hours worked	1 hour accrued
27-52 hours worked	2 hours accrued
53-78 hours worked	3 hours accrued
79-plus hours worked	1 additional hour for every 30 hours worked over 79; e.g. 4 hours total will accrue after

	109 hours worked
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See above for definition of "Paid Status."

**ARTICLE 9: OTHER COMPENSATION**

**Section 9.0: One-time Retention Bonus**

**Retention Bonus**

Effective the pay period following ratification by the Association and the City Council, every regular full-time member shall receive a one-time retention bonus in the amount of \$500. Every regular reduced hour member shall receive a one-time retention bonus (\$500 pro-rated) based on regular work hours as indicated in appointing Personnel Action Form.

**9.2: Standby Pay**

- A. Employees on standby shall receive compensation at the rate of \$2.00 per hour for every hour that the employee is on standby, except those hours which the employee is called back to work. When an employee is called back to work, compensation shall be determined based upon the parameters set forth in Section 9.3.

**9.8: Uniform and Safety Equipment**

- A. ...
- B. ...
- C. ...
- D. The City shall provide Occupational Safety and Health Administration (OSHA) approved personal protective equipment and training for employees who are required to work in a hazardous work environment (as defined by OSHA).

**Section 9.10: Temporary Upgrade**

When an employee is assigned by a Department Director to perform duties in addition to those that fall within the employee's job description, the employee shall receive a salary increase of up to ten percent (10%) during the pay period that the employee is actually performing the additional duties on an hour by hour basis. If an employee is not regularly performing the duties of the assignment (defined as performing the duties more than 50% of the time), assignment pay shall be given on an hour for hour basis. If an employee is out of work as a result of an industrial injury, a non-industrial injury, or for any other reason, the employee's assignment pay shall be suspended effective the beginning of the pay period following the last day the employee worked. Assignment pay shall be reinstated

the first pay period following the return of the employee to work provided that the employee is cleared to perform the assignment. The actual amount of the salary increase shall be based upon the quantity and quality of the additional duties being performed, as determined in the sole discretion of the City Manager.

**Section 9.11: Required Certification**

If a test or required training for renewal of a mandatory certification or license is only offered during the normal working hours of an employee, and such certification or license is required by the City for the employee's job classification, the City will pay costs directly related to taking the required test or participating in the required training including registration fees, course materials, and travel expenses in accordance with the City's Travel Policy. The employee must take the test or participate in the required training at the site which is closest to Atwater and must give sufficient advance notice to permit the City to cover the employee's absence. If the test or required training is offered outside of the normal working hours of an employee, the employee shall have the option to switch their day off to the day of the test or required training within the same workweek on a day that falls after the test or required training. When an employee is given time off with pay to take the test or participate in the required training, the time spent by the employee to take the test or participate in the training shall not count as hours worked for purposes of computing overtime. If the employee elects not to switch his/her day off with the date of the test or required training, the employee shall not be paid for the time spent taking the test or participating in the test or the required training.

**Section 12.1: General rules Related to Disciplinary Action**

- A. ...
- B. At the employee's request, Memorandums of Counseling and Written Reprimands more than one (1) year old shall be removed from the employee's personnel file following issuance of the employee's performance evaluation that year provided no further incidents of any kind have occurred.
- C. Medical examination and/or fitness for duty examinations .....

**Article 15, Section 15.1: Leave of Absence without Pay**

A leave of absence without pay may be granted to an employee provided the employee has first used all accruals. All requests for leaves of absence without pay, regardless of length, shall be submitted to the City Manager. Such leaves shall not exceed a period of twelve (12) weeks unless a finding of unusual and special circumstances is made and granting the leave will not cause an undue hardship on the City.

This section shall not apply to qualifying leave under the definition of the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Subject to the law, employees are entitled to paid or unpaid leave and do not require City Manager

approval. Employees exercising leave under this section must follow the City's FMLA/CFRA policy.

**ARTICLE 22: TERM OF AGREEMENT**


- A. This MOU shall be effective July 1, 2017 and shall remain in full force and effect through June 30, 2022.
- B. ....
- C. ....
- D. Replace existing language with the following: During the Term of this MOU, either party retains the right to reopen the MOU for any reason. This may occur only once in each calendar year. Negotiations shall begin no later than thirty (30) days from the date of receipt of the request.

All other terms and conditions of the current agreement will remain in full force and effect through June 30, 2022.

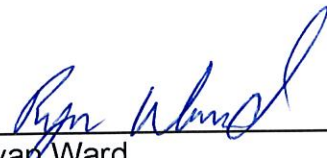
**FOR THE UNION:**

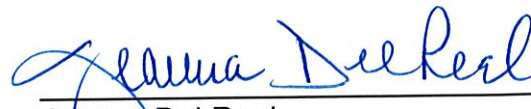
**FOR THE CITY:**


  
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 Mary McWatters, Business Agent  
 AFSCME Local 2703, Council 57, FL-CIO

  
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 Lori Waterman, City Manager  
 City of Atwater

**MISCELLAENOUS GROUP REPRESENTATIVE:**

  
 \_\_\_\_\_  
 Ryan Ward  
 Water Operator II  
 City of Atwater

  
 \_\_\_\_\_  
 Jeanna Del Real  
 Human Resources Director  
 City of Atwater

  
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 Douglas White  
 City Attorney  
 City of Atwater