

Time: __: __

Date: _____

Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Tentative Agreement # 2
Duration

DURATION

The term of this agreement shall be from July 1, 2016 22 to June 30, 2019 26.

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Andrea Colanita Pinkham

4/5/22

SEIU 1021

Phil Humphrey

Phil Humphrey

4-5-22

Theresa Roland

04/05/2022

Theresa Roland

Theresa Roland

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city of lathrop

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Date: _____

Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Tentative Agreement
3
Agency Shop/Fair Share

1.3 Agency Shop/Fair Share

All employees covered by this Agreement, within 30 days of employment, shall:

a. Execute a payroll deduction authorization form as furnished by SEIU and thereby become and remain a member in good standing in SEIU, or

b. Execute a payroll deduction authorization form as furnished by SEIU and thereby pay SEIU a fee equal to the regular initiation fee and thereafter a monthly service fee equal to the regular monthly SEIU dues, or

e. Certify that he/she is a member of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations, and execute a payroll deduction authorization form as furnished by SEIU and thereby pay sums equal to SEIU dues, initiation fees or service fees to United Way.

In the event of the employee's separation from regular City service or in the event the employee is appointed to a permanent position in a classification not covered by this MOU, revocation may take place at the time of such status change.

The City agrees to deduct from the employee's pay, initiation fees and SEIU dues, or service fees in lieu of SEIU dues, and provide for payroll deductions to comply with this section.

This section is subject to any existing or future federal or state laws relating thereto.

All employees covered by this Agreement as of the date of its execution

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Edmond
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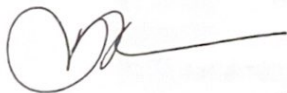
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shall, within 30 days of the final ratification of this agreement complete one of the three actions listed above. For employees covered by this Agreement who are employed by the City at the time of execution of this agreement, these employees also have the option of using a one-time only opportunity to choose not to belong to SEIU. If, within 30 days of the execution of this agreement, said employee submits written notice of intent not to join SEIU or choose one of the other options listed above, that employee shall not be required to comply with the provisions of this section. At such time as that employee leaves City employment, any future employees shall be required to take one of the three actions listed above. If at any time an employee, who has chosen not to belong to the SEIU, desires to use the services of SEIU, they shall be required to join SEIU and maintain their membership from then on.

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Date: _____

Service Employees International Union (SEIU) Local 1021

To

City of Lathrop

Tentative Agreement #4

Long Term Leave

1.5.3a. REPRESENTATIVE-MEETING ATTENDANCE: SEIU may have two (2) employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered. SEIU shall submit a request for such release and shall include a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of City time for this purpose shall not be excessive (no more than three (3) hours per week), nor shall it unreasonably interfere with the performance of City services as determined by the City.

1.5.3 b. Reimbursable Long Term Paid Release Time

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the City shall grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic or intermittent basis under the following procedures:

1. The Union officer or steward shall submit a written request to Human Resources at least thirty (30) business days in advance of the requested leave. The request shall include dates/duration, name and classification.
2. No more than one (1) unit member shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.
3. SEIU shall reimburse the City for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable City administrative fees of \$2.50 per employee on leave per pay period. Upon written notice from the City, SEIU agrees to reopen and meet within thirty (30) days of notice regarding administrative fees.

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4. Reimbursement by SEIU shall occur within thirty (30) day of the City's billing to SEIU.
5. The leave of absence will be approved only if it does not interfere with the performance of City services and department operations, as determined by the City.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave.

The City shall not be liable for any act, omission or injury suffered by any employee of the City if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the City is held liable for any such act, omission or injury, SEIU shall indemnify and hold harmless the City.

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Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Tentative Agreement #5
Employee Payroll Deductions

1.5.7 EMPLOYEE PAYROLL DEDUCTIONS: SEIU shall have the right to a payroll deduction for its members in this unit including, regular dues, ~~initiation fees, fair share fees,~~ voluntary COPE donations, assessments, employee benefit program costs, and any other contribution towards a SEIU program or fund as specified by SEIU for all employees who have given written authorization.

Name _____
Job Title _____
Department _____
Main Location _____
Full Time Position _____
MFL Union Address _____
Home or Cell Number _____
Facsimile or E-mail Address _____
Business e-mail address _____

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Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Tentative Agreement #6
Bargaining Unit Reports

1.5.14 Bargaining Unit Reports

At least every 120 days, the City will furnish SEIU with the information specified below, on file with the City, for all employees employed in bargaining units represented by SEIU. The information provided will include:

Name
Job Title
Department
Work Location
Work Phone number
Work email address
Home phone number
Personal cellular phone number
Personal email address
Home address

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City of Lathrop
To
Service Employees International Union (SEIU) Local 1021
Union Proposal #8
Holiday
Tentative Agreement

3.3.4 FLOATING HOLIDAY: Employees shall be entitled to one (1) floating holiday (8, 9, 10, or 12 hours based on employee schedule) each Fiscal Year. Floating Holiday time shall be accrued during the pay period that includes July 1. New employees hired after July 1 shall not accrue a floating holiday until the following July 1.

Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, and shall be scheduled at a time mutually agreed upon between the employee and Supervisor/Department Head.

Floating holiday hours must be used in the fiscal year they are received. Any Floating holiday hours remaining at June 30 shall be rolled over into the employee's vacation bank.

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Date: 3/22/2022

Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Tentative Agreement
#9
Cost of Living Increases

4.1.1 COST OF LIVING INCREASES:

The City will provide a cost-of-living adjustment beginning the first full pay period of July:

<u>July 2022</u>	<u>4%</u>
<u>July 2023</u>	<u>4%</u>
<u>July 2024</u>	<u>4%</u>
<u>July 2025</u>	<u>4%</u>

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Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Tentative Agreement #13

5.2 Working Hours

Normal work schedules will involve an eight (8) to ten (10) hour block of time between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday, not including lunch break.

Positions assigned to Parks, Recreation and Maintenance Services Department may work traditional, non-traditional, and split-shift hours including weekdays, weekends, evenings, and holidays.

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Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Union Proposal #14
Tentative Agreement

17. PROPOSAL SUBMITTAL

SEIU and the City will begin negotiations no later than three (3) months prior to contract expiration. SEIU will submit their proposals to the City by January 1 of the year the contract expires. The City agrees to respond to the proposal within 10 days of receipt and ~~b~~ Both parties will agree on a final deadline for either side to submit bargaining proposals once bargaining begins.

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Service Employees International Union (SEIU) Local 1021
To
City of Lathrop
Union Proposal # 15
Educational Reimbursement Program
Tentative Agreement

8.2 Educational Reimbursement Program

In accordance with the City's Tuition Reimbursement Program, employees are eligible to receive tuition reimbursement for educational purposes which are intended to improve his/her ability to accomplish his/her City job for courses taken on the employee's own time. Courses taken at any college or university, business or technical school, or courses given by a recognized correspondence school shall be recognized when they are:

- a. Related to the employee's current position within the City
- b. Related to the employee's potential development within the City
- c. Part of a program leading to a degree relating to the employee's current position or possible development within the City


Reimbursement must be recommended by the Department Head and approved by the City Manager prior to enrollment. Requests are to be submitted on the approved form. Requests will be returned to the employee within fourteen (14) calendar days of submittal. Payment of education funds is discretionary with a Department Head within appropriate budget limits:

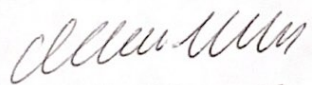
- a. Costs not to exceed a maximum of \$4,100 \$3,000 per calendar year, per employee; including books and materials and lab fees.
- b. Employee's time and travel are at the employee's own expense.
- c. Class time must be on the employee's own time, unless the Department Head approves an exception.
- d. A passing grade of C or better or a certificate of completion is required in each course for reimbursement.

The City shall reimburse the employee within thirty (30) calendar days of submitting the necessary documentation. If an employee voluntarily separates within one year of receiving the educational reimbursement, he/she must reimburse the City of Lathrop, within one year from theseparation date.

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