

**ACTIONS BY THE SANTA PAULA  
PLANNING COMMISSION**

9B

**September 22, 2015**

**6:30 P.M.**

**Commissioners Present:** Chairman Gail “Ike” Ikerd, Vice Chairman Fred Robinson, Commissioners John Demers, Michael Sommer and Fred Wacker

**Commissioners Absent:** None

**Staff Present:** Deputy Planning Director Stratis Perros, Assistant City Attorney Gregg Kettles, and Accounting Technician Jean Winbush

**CONSENT CALENDAR:**

**A. Minutes of the Planning Commission Meeting on August 25, 2015**

**ACTION:** It was moved by Vice Chairman Robinson, seconded by Commissioner Sommer to approve the minutes as submitted. All were in favor and the motion carried.

**PUBLIC HEARING**

**A. Project No. 2015-CI-06:** City initiated proposal to adopt an ordinance establishing an expedited, streamlined permitting process for small residential rooftop solar energy systems in compliance with AB 2188 (Muratsuchi 2014).

- **Location:** Citywide
- **Applicant:** City of Santa Paula
- **Environmental:** Staff has determined the project to be Exempt from the California Environmental Quality Act (CEQA) Guidelines per § 15061(b)(3).
- Staff Presentation – Report, Stratis Perros, Deputy Planning Director

**RECOMMENDED ACTION:** Adopt Resolution No. 3738 recommending City Council approval of Proposed Text Amendment to Title 16 of the Santa Paula Municipal Code (“SPMC”) for Project No. 15-CI-06 to allow small residential rooftop solar energy systems in compliance with AB 2188 (Muratsuchi 2014).

**ACTION:** Commissioner Sommer moved to adopt Resolution No. 3738 recommending that the City Council approve Project No. 2015-CI-06, seconded by Commissioner Demers. All were in favor and the motion carried.

**ADJOURNMENT:** 7:00 p.m.

**NOTICE:** Actions by the Planning Commission on the above items cannot be appealed to the City Council after 4:30 p.m. Friday, October 2, 2015. Be advised that if you bring a legal challenge to a Planning Commission decision, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered to the Planning Commission at or before the meeting.

**CITY OF SANTA PAULA  
M E M O R A N D U M**

To: Honorable Mayor and Members of the City Council

From: Sandra K. Easley, Finance Director

Subject: **Transportation Development Act, Local Transportation Fund,  
Apportionment for Fiscal Year 2015/2016**

Date: September 24, 2015

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**Recommendation:** It is recommended that the City Council 1) adopt Resolution No. 6953 authorizing filing claims for and allocation of the FY 15/16 Transportation Development Act (TDA) funds and 2) take such additional, related, action that may be desirable.

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**Fiscal Impacts:** A portion of the TDA funds are used by the City for street and road projects. The 2015/16 budget estimate for revenue will be decreased by \$15,978 in Fund 281 (Local Transportation TDA) to reflect the actual apportionment. The expenditure budget will remain the same in Fund 281 as there is sufficient fund balance to cover the items budgeted.

**Personnel Impacts:** None.

**General Discussion:** Each year the City must file a claim with Ventura County Transportation Commission for its share of the TDA local transportation funds. This year the City's apportionment is \$1,066,343. The attached resolution authorizes the City Manager or designee to file the necessary claims for these funds and also allocate the funds into two categories. Of the \$1,066,343, \$557,299 is allocated to pay Heritage Valley Transit for the public transportation system, including the Dial-A-Ride system. The balance of the TDA apportionment, \$509,044 is revenue to the City and is used for pedestrian and bicycle projects.

The 2015/16 Budget had estimated TDA revenue in the amount of \$525,022. The difference in the budgeted figure and the actual allocation results from the receipt of final revenue figures from the County and the estimated Heritage Valley Transit expenditures for fiscal year 2015/16.

***For the Regular City Council Meeting of October 5, 2015***

**Alternatives:**

- A. Adopt Resolution No. 6953 authorizing the filing of a claim with the Ventura County Transportation Commission for Allocation of Transportation Development Act Funds, for the Fiscal Year 2015/16 and decrease estimated revenues by \$15,978 in Fund 281.
  
- B. Refer the matter back to staff for additional review and/or revision.

**Attachments:** Resolution No. 6953

***For the Regular City Council Meeting of October 5, 2015***

RESOLUTION NO. 6953

**A RESOLUTION AUTHORIZING THE FILING OF A CLAIM WITH THE  
VENTURA COUNTY TRANSPORTATION COMMISSION FOR ALLOCATION  
OF TRANSPORTATION DEVELOPMENT ACT FUNDS  
FOR FISCAL YEAR 2015/2016.**

SECTION 1: The City Council for the City of Santa Paula does resolve as follows:

- A. The State Transportation Development Act (TDA), as amended (Public Utilities Code §§ 99200, *et seq.*), provides for the allocation of funds from the Local Transportation Fund (LTF) for use by eligible claimants for various transportation purposes; and,
- B. Pursuant to the provisions of the TDA and pursuant to the applicable rules and regulations hereunder (Cal Code of Regulations §§ 6600, *et seq.*), a prospective claimant wishing to receive an allocation from the LTF shall file its claim with the Ventura County Transportation Commission (VCTC).

SECTION 2: The City Manager, or designee, is authorized to execute and file an appropriate claim pursuant to the applicable rules and regulations promulgated hereunder, together with all necessary supporting documents, with the VCTC for an allocation of LTF funds, revised apportionment in FY 2015/16.

SECTION 3: The authorized claim includes \$509,044 under TDA Article 8(a) for local street and road purposes; and,

SECTION 4: The authorized claim includes \$557,298.78 for Article 8(c) local transit expenditures, including Heritage Valley Transit.

SECTION 5: The City Clerk is directed to deliver a copy of this resolution to VCTC in conjunction with the filing of the claim.

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 5th day of October, 2015.

***For the Regular City Council Meeting of October 5, 2015***

*Resolution No. 6953*

*Page 2 of 2*

\_\_\_\_\_  
John T. Procter, Mayor

ATTEST:

\_\_\_\_\_  
Judy Rice, City Clerk

*Approved as to form:*

\_\_\_\_\_  
John C. Cotti, City Attorney

*Approved as to content:*

\_\_\_\_\_  
Jaime M. Fontes, City Manager

**CITY OF SANTA PAULA  
MEMORANDUM**

To: Honorable Mayor and Members of the City Council  
From: Lucy Blanco, Deputy City Clerk  
Subject: Second Reading and Adoption of Ordinance No. 1256  
Date: September 28, 2015

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**Recommendation:** It is recommended that the City Council: (1) waive the second reading and adopt Ordinance No. 1256; and (2) take such additional, related action that may be desirable.

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**Fiscal Impacts:** None.

**Personnel Impacts:** None.

**General Discussion:** At the City Council Meeting of September 21, 2015, the City of Council waived the first reading and introduced Ordinance No. 1256.

**Alternatives:**

- A. Approve
- B. Deny

**Attachment(s):** Ordinance No. 1256

**ORDINANCE NO. 1256**

**AN ORDINANCE AMENDING THE EAST AREA 1 SPECIFIC PLAN (SP-3)  
TO ADJUST SETBACK AND LANDSCAPING REQUIREMENTS; AND TO  
AUTHORIZE THE PLANNING DIRECTOR TO MAKE ADMINISTRATIVE  
ADJUSTMENTS TO SETBACK REQUIREMENTS.**

**(PROJECT NO. 2006-CDP-02)**

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1: The City Council finds and declares that:

- A. On February 17, 2015, the City Council certified the East Area 1 Supplemental Environmental Impact Report (SCH#2006071134) (the "SEIR") and adopted the amended East Area 1 Specific Plan (SP-3) by Ordinance No. 1255 (the "EA1SP").
- B. On August 10, 2015, Limoneira Company ("Applicant") filed an application with the City to amend EA1SP as to landscaping regulations; setback requirements; and authorizing the Planning Director to make minor adjustments for setback requirements (the "Project").
- C. The application was reviewed by City's Planning Department for, in part, for consistency with the General Plan and conformity with the Santa Paula Municipal Code ("SPMC").
- D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines").
- E. On August 25, 2015, the Planning Commission held a public hearing regarding the Project to receive public testimony and other evidence regarding the Project including, without limitation, information provided to the Planning Commission by the Applicant's representative. Following the public hearing, the Planning Commission voted to recommend approval of the project to the City Council for reasons stated in Planning Commission Resolution No. 3735.
- F. This Ordinance, and its findings, is adopted based upon the evidence set forth in the entire record including, without limitation, documentary and testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference, but is on file with the City Clerk's office.

SECTION 2: *Environmental Review.* The Project is consistent with the SEIR for the reasons set forth in attached Exhibit "A," which is incorporated by reference. Accordingly, no further environmental review is required.

SECTION 3: *Findings and Conclusions.* The City Council incorporates the findings and conclusions from Planning Commission Resolution No. 3735 as if fully set forth. Accordingly, the City Council finds that the Project conforms to the General Plan, SPMC and EA1SP.

SECTION 4: *Amendments.* The EA1SP is amended as follows:

- A. Table 5-2 set forth in the EA1SP is amended in its entirety to read as set forth in attached Exhibit "B," which is incorporated by reference.
- B. EA1SP Section 4.8.5(B) is amended to add the following:

"Minor expansions or reductions (not to exceed 25%) of the required setbacks set forth in Table 5-2, Minimum Building Setbacks."
- C. In all instances where turf is a required element of landscaping, the following statement is added within the EA1SP:

"Notwithstanding anything to the contrary, landscapes of drought tolerant and California native plant materials are encouraged as landscaping for all residential properties."

SECTION 5: *Technical Corrections.* The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other, similar, documents (collectively, "Maps") that may be required to reconcile the changes made by this Ordinance with amendments made to the Maps by other City Council action in unrelated land use applications between 2008 and 2015.

SECTION 6: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Plans. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Preservation.* Repeal or amendment of any previous Specific Plan does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: *Severability.* If any part of this Ordinance or its application is deemed

invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: Notice. The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoption in the records of this meeting, and within fifteen days after the passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the 31<sup>st</sup> day following its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Martin F. Hernandez, Vice Mayor

ATTEST:

\_\_\_\_\_  
Judy Rice, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jaime M. Fontes, City Manager

## EXHIBIT A

### Notice of Consistency with the Final Supplemental Environmental Impact Report for the East Area 1 Specific Plan Text Amendment (Project No. 06-CDP-02)

The City Council certified the East Area 1 Specific Plan Amendment Supplemental Environmental Impact Report (SCH #2006071134) on February 17, 2015. Section 15168(c)(2) of the CEQA Guidelines states that, if a project is proposed which has been the subject of a prior certified EIR or adopted Negative Declaration, and "[i]f the [City] finds that pursuant to Section 15162, no new effects could occur or new mitigation measures would be required, the [City] can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required." As set forth below and in the administrative record, a new environmental document is not required for the proposed project. Specifically, the project will not result in any new environmental effects or require additional mitigation measures. Consequently, the project will not result in any additional development beyond that anticipated in the certified Final Supplemental EIR for the East Area 1 Specific Plan Amendment.

A copy of the Final EIR is available on the City of Santa Paula website:

<http://ci.santa-paula.ca.us/eastareaone/index>

This Final Supplemental EIR is hereby incorporated into the City Council staff report by reference.

**Exhibit B**

**Table 5-2: Minimum Building Setbacks <sup>1, 2</sup>**

Building Type	East Area 1 Zones			
	CD	HC	N	
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	10 ft.
Side Street Setback	10 ft.	0 ft.	10 ft.	10 ft.
Side Yard Setback	10 ft.	0 ft.	5 ft.	5 ft.
Rear Yard Setback	10 ft.	5 ft.	10 ft. w/out alley 3 ft. w/ alley	10 ft. w/o alley 3 ft. w/ alley

- 1 All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.
- 2 No more than 35% of the residential units can be built at the minimum setback criteria.

Exhibit B

Planning Commission Resolution No. 3735

RESOLUTION NO. 3735

**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT  
AN ORDINANCE AMENDING THE EAST AREA 1 SPECIFIC PLAN  
REGULATIONS AFFECTING RESIDENTIAL DEVELOPMENT TO  
ALLOW, WITHOUT LIMITATION, DROUGHT TOLERANT  
LANDSCAPING AND SETBACK ADJUSTMENTS.**

The Planning Commission of the City of Santa Paula does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

- A. On August 10, 2015, the Limoneira Company filed an application to amend the East Area 1 Specific Plan ("EA1SP") regulations affecting residential development to allow, without limitation, drought tolerant landscaping and setback adjustments (the "Project");
- B. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines;
- C. On August 25, 2015, the Planning Commission opened the public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by City staff, public testimony, and representatives of the applicant; and
- D. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its August 25, 2015, public hearing including, without limitation, the staff report submitted by the Planning Director.

SECTION 2: *Factual Findings and Conclusions.* The Commission finds that the following facts exist:

- A. The proposed Project would allow:
  - 1. The amended Specific Plan to provide additional housing types than originally approved, which provides housing opportunities for a variety of lifestyles and economic segments.
  - 2. For greater flexibility in design to accommodate a more diverse housing "product" mix within the Neighborhood and Hallock center residential zones.

3. For the elimination of lawn/turf use and encourage the use of drought tolerant landscape for residential areas.
  4. For authorization of the Planning Director to make minor adjustments to setback requirements.
- B. In accordance with CEQA Guidelines § 15091, the record upon which the Planning Commission's findings are based is located at the Planning Department, City of Santa Paula, 970 Ventura Street. The custodian of records is the Planning Director.

SECTION 3: Environmental Assessment. Because of the facts set forth above, the Project is consistent with the Supplemental Environmental Impact Report ("SEIR") certified by the City Council on February 17, 2015 (State Clearinghouse No. 2006071134). None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exists. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the Project. The Notice of Consistency is attached as Exhibit "A," and incorporated by reference.

SECTION 4: General Plan and Specific Plan Findings. The proposed project conforms to the City's General Plan and the EA1SP as follows:

- A. The General Plan Land Use Designation for the project site is East Area 1 Specific Plan.

SECTION 5: Zone Text Amendment Findings. Pursuant to Santa Paula Municipal Code ("SPMC") §§ 16.210.050 and 16.216.080, the Planning Commission makes the following findings:

- A. The East Area 1 Specific Plan is identified in the General Plan as a Specific Plan area with an approved Specific Plan.
- B. The Specific Plan text amendment provides for additional residential development opportunities.
- C. The text amendment would serve the goals and purpose of the SPMC because development of the Property would be consistent with the SPMC, provide housing, result in fiscally neutral or positive effect on the City's general fund.

SECTION 6: Recommendation. The Planning Commission recommends that the City Council:

- A. Approve the Notice of Consistency set forth in Exhibit "A", and

- B. Adopt the draft ordinance, attached as Exhibit "B," and incorporated by reference, which would amend the EA1SP.

SECTION 7: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

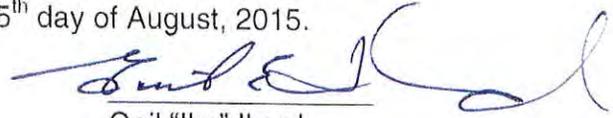
SECTION 9: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10: A copy of this Resolution must be mailed to the Applicant and to any other person requesting a copy. The documents and other materials which constitute the record of proceedings upon which this decision is based, are in the custody of the City Clerk, City of Santa Paula, 970 Ventura Street.

SECTION 11: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

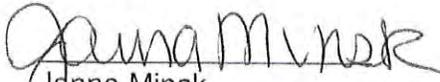
SECTION 12: Except as provided in Section 10, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption. This Resolution will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 25<sup>th</sup> day of August, 2015.



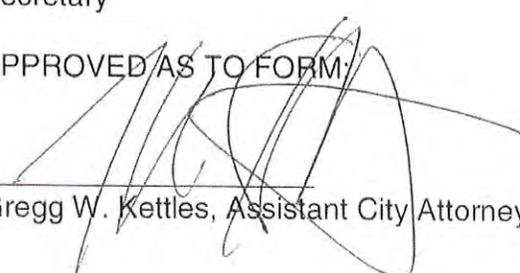
Gail "Ike" Ikerd,  
Chairperson

ATTEST:



Janna Minsk,  
Secretary

APPROVED AS TO FORM:



Gregg W. Kettles, Assistant City Attorney

**ORDINANCE NO. 1256**

**AN ORDINANCE AMENDING THE EAST AREA 1 SPECIFIC PLAN (SP-3)  
TO ADJUST SETBACK AND LANDSCAPING REQUIREMENTS; AND TO  
AUTHORIZE THE PLANNING DIRECTOR TO MAKE ADMINISTRATIVE  
ADJUSTMENTS TO SETBACK REQUIREMENTS.**

**(PROJECT NO. 2006-CDP-02)**

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1: The City Council finds and declares that:

- A. On February 17, 2015, the City Council certified the East Area 1 Supplemental Environmental Impact Report (SCH#2006071134) (the "SEIR") and adopted the amended East Area 1 Specific Plan (SP-3) by Ordinance No. 1255 (the "EA1SP").
- B. On August 10, 2015, Limoneira Company ("Applicant") filed an application with the City to amend EA1SP as to landscaping regulations; setback requirements; and authorizing the Planning Director to make minor adjustments for setback requirements (the "Project").
- C. The application was reviewed by City's Planning Department for, in part, for consistency with the General Plan and conformity with the Santa Paula Municipal Code ("SPMC").
- D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines").
- E. On August 25, 2015, the Planning Commission held a public hearing regarding the Project to receive public testimony and other evidence regarding the Project including, without limitation, information provided to the Planning Commission by the Applicant's representative. Following the public hearing, the Planning Commission voted to recommend approval of the project to the City Council for reasons stated in Planning Commission Resolution No. 3735.
- F. This Ordinance, and its findings, is adopted based upon the evidence set forth in the entire record including, without limitation, documentary and testimonial evidence; the staff report; and such additional information set forth in the entire administrative record that is too voluminous to reference, but is on file with the City Clerk's office.

SECTION 2: Environmental Review. The Project is consistent with the SEIR for the reasons set forth in attached Exhibit "A," which is incorporated by reference. Accordingly, no further environmental review is required.

SECTION 3: Findings and Conclusions. The City Council incorporates the findings and conclusions from Planning Commission Resolution No. 3735 as if fully set forth. Accordingly, the City Council finds that the Project conforms to the General Plan, SPMC and EA1SP.

SECTION 4: Amendments. The EA1SP is amended as follows:

- A. Table 5-2 set forth in the EA1SP is amended in its entirety to read as set forth in attached Exhibit "B," which is incorporated by reference.
- B. EA1SP Section 4.8.5(B) is amended to add the following:

"Minor expansions or reductions (not to exceed 25%) of the required setbacks set forth in Table 5-2, Minimum Building Setbacks."
- C. In all instances where turf is a required element of landscaping, the following statement is added within the EA1SP:

"Notwithstanding anything to the contrary, landscapes of drought tolerant and California native plant materials are encouraged as landscaping for all residential properties."

SECTION 5: Technical Corrections. The City Manager, or designee, is authorized to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other, similar, documents (collectively, "Maps") that may be required to reconcile the changes made by this Ordinance with amendments made to the Maps by other City Council action in unrelated land use applications between 2008 and 2015.

SECTION 6: Reliance on Record. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Plans. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: Preservation. Repeal or amendment of any previous Specific Plan does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: Severability. If any part of this Ordinance or its application is deemed

invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: Notice. The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoption in the records of this meeting, and within fifteen days after the passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 10: This Ordinance will become effective on the 31<sup>st</sup> day following its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Martin F. Hernandez, Vice Mayor

ATTEST:

\_\_\_\_\_  
Judy Rice, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jaime M. Fontes, City Manager

## EXHIBIT A

### Notice of Consistency with the Final Supplemental Environmental Impact Report for the East Area 1 Specific Plan Text Amendment (Project No. 06-CDP-02)

The City Council certified the East Area 1 Specific Plan Amendment Supplemental Environmental Impact Report (SCH #2006071134) on February 17, 2015. Section 15168(c)(2) of the CEQA Guidelines states that, if a project is proposed which has been the subject of a prior certified EIR or adopted Negative Declaration, and "[i]f the [City] finds that pursuant to Section 15162, no new effects could occur or new mitigation measures would be required, the [City] can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required." As set forth below and in the administrative record, a new environmental document is not required for the proposed project. Specifically, the project will not result in any new environmental effects or require additional mitigation measures. Consequently, the project will not result in any additional development beyond that anticipated in the certified Final Supplemental EIR for the East Area 1 Specific Plan Amendment.

A copy of the Final EIR is available on the City of Santa Paula website:

<http://ci.santa-paula.ca.us/eastareaone/index>

This Final Supplemental EIR is hereby incorporated into the City Council staff report by reference.

**Exhibit B**

**Table 5-2: Minimum Building Setbacks<sup>1, 2</sup>**

Building Type	East Area 1 Zones			
	CD	HC	N	
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	10 ft.
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Rear Yard Setback	10 ft.	5 ft.	10 ft. w/out alley 3 ft. w/ alley	10 ft. w/o alley 3 ft. w/ alley

- 1 All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.
- 2 No more than 35% of the residential units can be built at the minimum setback criteria.

Exhibit C

Draft Planning Commission Minutes (August 25, 2015)

DRAFT  
MINUTES OF THE CITY OF SANTA PAULA  
PLANNING COMMISSION  
Tuesday, August 25, 2015  
6:30 P.M.

**CALL TO ORDER:** Chairman Gail "Ike" Ikerd – 6:29 p.m.

**PLEDGE OF ALLEGIANCE:** Commissioner John Demers

**ROLL CALL:** Planning Technician Tom Tarantino

**Commissioners present:** Chairman Gail "Ike" Ikerd, Vice Chairman Fred Robinson, Commissioner John Demers, Commissioner Michael Sommer and Commissioner Fred Wacker

**Absent** None

**Staff Present:** Planning Director Janna Minsk, Deputy Planning Director Stratis Perros, Assistant City Attorney Gregg Kettles, and Planning Technician Tom Tarantino

**FINAL AGENDA:** Agenda final as submitted

**PUBLIC COMMENT:** No public comment

**CONSENT CALENDAR:**

**A. Minutes of the Planning Commission Meeting on May 26, 2015**

**ACTION:** It was moved by Vice Chairman Robinson, seconded by Commissioner Sommer to approve the minutes as submitted. All were in favor and the motion carried, with Commissioner Wacker abstaining.

**PUBLIC HEARING:**

**Verification of Posting Notice:** Chairman Ikerd confirmed with the Planning Technician that the Notice of Public Hearing was properly advertised and posted for all applicable agenda items to be heard at this meeting.

**Declaration of Conflicts:** None, for all applicable agenda items to be heard at this meeting.

**Declaration of Ex Parte Contacts:** None, for all applicable agenda items to be heard at this meeting.

 **A. Project No. 06-CDP-02 (East Area 1 Specific Plan Text Amendment):** The Project amends the East Area 1 Specific Plan Amendment approved February 2015. This Specific Plan amendment requests a Specific Plan Text Amendment to clarify the Planning Director's authority to grant certain minor administrative adjustments to implement the Specific Plan, and amends the existing development standards for minimum building setbacks and front yard landscape requirement of turf for residential uses within the Neighborhood and Hallock Center Zone of the East Area 1 Specific Plan area. The East Area 1 Specific Plan Text Amendment does not change the number of residential units or amount of non-residential development approved in February 2015.

- **Location:** The Project is located east of Santa Paula Creek, north of Telegraph Rd., west of Haun/Orcutt Creek on the eastern edge of the City of Santa Paula. The Project consists of 501 acres of land. (APN Nos. 040-0-180-435; 040-0-180-565; 107-0-200-115; 107-0-045-015)
- **Applicant:** The Limoneira Company
- **General Plan Designation:** East Area 1 Specific Plan
- **Environmental:** Staff has determined the project to be in accordance with Section 15168 (c) (2) of the California Environmental Quality Act. The proposed text revisions to the East Area 1 Specific Plan were determined to be consistent with the Supplemental Environmental Impact Report (FSEIR) certified for the 2015 East Area 1 Specific Plan.

**OPEN PUBLIC HEARING:** Chairman Ikerd opened Public Hearing at 6:39 p.m. and called upon Staff to present the item.

- Staff Presentation/Report: Janna Minsk, Planning Director
- Discussion

**PUBLIC COMMENT:**

Director Minsk stated that Mike Penrod, representative for Limoneira Company, was in attendance and available for questions.

Commissioner Sommer questioned whether the setback proposals in the Text Amendment would apply to certain areas, or any area, in the East Area 1 development.

Director Minsk responded that the reduced setback requirements, as written, could apply to any residential area in the development.

Commissioner Sommer asked if there was a way to tighten up the language in the Text Amendment, as he would not be in favor of a blanket application of the new setback requirements, particularly for Single Family Residences.

Commissioner Demers stated he had the exact same concern as Commissioner Sommer, regarding blanket application of the setback requirements.

Commissioner Wacker asked who would make the determination as to grass, drought-tolerant, or native plants for landscaping; would it be the developer, homeowner, etc.

Director Minsk responded that the Specific Plan document contains a pallet listing, and then called Glenn Crosby, representative for the Limoneira/EA1 architecture team, to the podium to further address questions.

Mr. Crosby stated that the Specific Plan design would dictate the choices for landscaping. The original Plan called for very wide (15-20ft.) expanses of landscaping in the front yards, and in light of the severe drought conditions, they need additional flexibility in the use of drought-tolerant plant materials for such large areas. Mr. Crosby continued that all landscape plans for EA1 would be submitted by the builder to the City for approval as part of the architecture/design review package, so the City will have a chance to review plans thoroughly prior to construction. Approval of such plans, however, will not necessarily preclude individual homeowners from converting the landscape to something different (i.e. turf).

Director Minsk asked Mr. Crosby to respond to the setback requirements as well.

Mr. Crosby stated the challenge is that there is one set of criteria that applies to in excess of 10 potential product lines in EA1; designs and dimensions of which will vary greatly. Mr. Crosby stated that all landscape and site plans would be submitted by any guest builders to the master developer for a pre-design review, and ultimately for a design review by the City, to ensure adherence to both the Specific Plan and the Master Plan for the community, and that the City would have the final say. Approvals deferred to the Planning Director will have 25% leeway in both directions.

Commissioner Sommer stated he respects and understands the stated challenges, and has no problem giving the Planning Director 25% leeway pro or con, however he remains uncomfortable applying "cookie-cutter" language to the amendment that would apply to all the different proposed housing types. Commissioner Sommer stated he believes several other Commissioners feel similarly.

Mr. Crosby replied that until fine-tuned grading plans, etc. are in place, it is virtually impossible to apply any such criteria to specific areas.

Commissioner Sommer reaffirmed himself and two other Commissioners have the same reservations, and the project "would not go anywhere this evening unless they are willing to make some concessions."

Mr. Penrod stated that approved Plan calls for 1,500 residential units, but with the current setbacks, the most they could accommodate was approximately 1,000 residential units. Such a reduction has a significant impact on the economic feasibility of the development. Meeting the current setback requirements also resulted in a great deal of housing product being about the same size, which could be detrimental to the variety of community design and pricing points for homebuyers. Mr. Penrod also stated they have no intention of having the entire area covered in tiny lots, though there is a small portion of the development in which smaller lots are planned.

Commissioner Sommer stated he understands this would not be their intention, however, if the Commission approves the Text Amendment as is, such a result could very well happen.

Mr. Penrod inquired as to whether a limit could be agreed upon as to how many units of this size could be built, without making them agree to locations for them to be placed.

Commissioner Sommer stated a limit on number, rather than location, could be a possibility.

Mr. Penrod stated that designs and guidelines going back to the very first project proposal are very similar to what they currently have, but the setback guidelines did not "meet" with the examples of the home types proposed – their fault, he said, for not being experts on the relationship between lot layouts and actual homebuilding. Mr. Penrod continued that changes in the economy since 2004 have also pushed development away from larger, more expensive lots.

Chairman Ikerd asked how many houses are currently expected to fit in EA1.

Mr. Penrod responded the current number of residential units is 1,490.

Vice Chairman Robinson asked if there was a risk that the number of residential units would be reduced to 1,000 if these setback changes are not made.

Mr. Penrod responded, yes, a reduction to 1,000 was a risk, as the lot layouts they ran under the current setback requirements resulted in space for just under 1,000 units.

Mr. Crosby stated that the existing Specific Plan, as it stands today, has exhibits and text featuring houses even closer together than what they are proposing.

Vice Chairman Robinson asked Mr. Penrod how the entire 20+ year EA1 process could have gotten so far along with the housing unit estimate so far apart from

reality. Vice Chairman Robinson also asked Mr. Penrod if EA1 as a whole would remain viable for Limoneira with only 1,000 residential units.

Mr. Penrod stated it would take significantly longer to absorb 1,000 large-lot homes, and the economics for Limoneira would be far different.

Vice Chairman Robinson responded that such a reduction could push the start of EA1 building farther down the road, or possibly not at all.

Mr. Penrod stated Vice Chairman Robinson was correct in that the start of building could be delayed, however he was not prepared to say it would derail the entire project.

Vice Chairman Robinson stated he was troubled about the project being delayed again, and there was a definite need to get construction started, as evidenced by past voter approvals, LAFCo approvals, etc.

Director Minsk suggested discussion on this item be temporarily suspended – but not tabled for the evening – to allow Planning Staff to caucus with the Applicant about an agreeable solution. Director Minsk stated revisions such as those being presented this evening are not at all unusual.

Commissioner Sommer requested further discussion take place regarding the landscape/turf requirements during the caucus period as well. He suggested replacing “preferred” with “encourage” for use of drought tolerant and California native plants for landscaping in proposed City Council Ordinance No. 1256, Section 4, so as not to unintentionally limit landscaping should drought conditions improve.

Vice Chairman Robinson stated he agreed with Commissioner Sommer’s proposal and that he has noted the negative aesthetic affect of current turf replacement/removal guidelines in neighborhoods around town, though he supports water conservation in general.

Chairman Ikerd suspended Public Hearing on Item A and dismissed Director Minsk and Applicant to caucus at 7:00 p.m.

**B. Project No. 13-CDP-08:** A request for Conditional Use Permit for a proposed contractor storage yard with offices and a caretaker unit. The proposed construction includes two, two-story structures (2,458-sf and 1,263-sf) on an existing 13,200-sf vacant lot.

- **Location:** 120 & 124 E. Santa Maria St. (APN: 1040065050 & 1040065060)
- **Applicant:** Cedro Construction, Inc. (Owner)
- **General Plan Designation:** Light Industrial
- **Zoning Designation:** Light Industrial/Airport-Influenced Area Overlay (LI/KI)

- o **Environmental:** Staff has determined the project to be Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines based upon a Class 3 (Section 15303) exemption.

**OPEN PUBLIC HEARING:** Chairman Ikerd opened Public Hearing on Item B at 7:01 p.m. and called upon Staff to present the item.

- o Staff Presentation/Report: Stratis Perros, Deputy Planning Director
- o Discussion

**PUBLIC COMMENT:**

Chairman Ikerd questioned why offices and a small residential unit would be included in an application seemingly focused on contractor storage.

Deputy Director Perros responded that the primary use of the facility would be for parking/storage of large excavation and grading vehicles, and as such, the project is focused on a contractor storage use.

Commissioner Demers asked for clarification as to why a residential unit would be allowed in an industrial/airport-zoned area.

Deputy Director Perros responded that this residence is not situated in the flight path of the airport, though it is close to it, and that there are other residences in the area – holdovers from another era – that are legally nonconforming with the current industrial zoning, so a residential use at that location is not particularly unusual.

Commissioner Sommer asked why there were so many offices/parking designated in a building intended for storage.

Deputy Director Perros responded that the number (nine) of offices listed in the staff report could be misleading, as they are all very small, and should not impact the primary use as a storage facility.

**RECOMMENDED ACTION:** Adopt Resolution No. 3737 recommending approval to the City Council for Project No. 2013-CDP-08 for a Conditional Use Permit in order to construct a contractor storage yard with offices and a caretaker unit (two, two-story structures (2,458-sf and 1,263-sf)) on an existing 13,200-sf vacant lot, subject to the Conditions of Approval.

**ACTION:** Commissioner Demers moved to adopt Resolution No. 3737 approving Project No. 2013-CDP-08, seconded by Vice Chairman Robinson. All were in favor and the motion carried.

**A. (cont.) Project No. 06-CDP-02 (East Area 1 Specific Plan Text Amendment)**

Chairman Ikerd resumed Public Hearing on Item A at 7:10 p.m.

Director Minsk, following caucus with Applicant, proposed adding the following as a text footnote to existing Table 5-2: "No more than 35% of residential units can be built at the minimum setback criteria which is demonstrated in the table."

Regarding landscape/turf requirements, Director Minsk proposed changing pg. 3, Item #2 in the staff report to read "notwithstanding anything to the contrary, landscape of drought tolerant and California native plant materials are *encouraged* as landscaping for all residential properties."

Commissioner Sommer voiced his support for the rewording, stating he was fine with the language substitutions as long as it was worded to prevent any hands from being tied regarding future landscaping choices.

**RECOMMENDED ACTION:** Adopt Resolution No. 3735 recommending that the City Council approve Project No. 2006-CDP-02 Specific Plan Text Amendments for the East Area 1 Project.

**ACTION:** Commissioner Sommer moved to adopt Resolution No. 3735 approving Project No. 2006-CDP-02, subject to the language revisions made to proposed City Council Ordinance No. 1256, Section 4 (Table 5-2 limit to 35% the amount of residential units that can have proposed setback reduction and replace "preferred" with "encourage" for use of drought tolerant and California native plants for landscaping. Commissioner Wacker seconded the motion. All were in favor and the motion carried.

**C. Project No. 15-CUP-01:** A request for approval of a Conditional Use Permit to allow the on-site sale of beer and wine (Type 41) in conjunction with a new restaurant (Caffé Verona).

- o **Location:** 650 W. Harvard Blvd. (APN: 1020203325)
- o **Applicant:** Randolph Almanza (Business Owner); Adan Sandoval (Property Owner)
- o **General Plan Designation:** Commercial
- o **Zoning Designation:** General Commercial (C-G)
- o **Environmental:** Staff has determined the project to be Categorically Exempt from the provisions of the California Environmental Quality Act Guidelines (CEQA) based upon a Class 1 (Section 15301) exemption.

**OPEN PUBLIC HEARING:** Chairman Ikerd opened the Public Hearing on Item C at 7:18 p.m. and called upon Staff to present the item.

- o Staff Presentation/Report: Stratis Perros, Deputy Planning Director
- o Discussion

**PUBLIC COMMENT:**

Exhibit D

Planning Commission Staff Report dated August 18, 2015 (w/o attachments)

**STAFF REPORT  
PLANNING COMMISSION**

**TO:** Members of the Planning Commission

**FROM:** Janna Minsk, Planning Director  
Trayci Nelson, Contract Planner

**DATE:** August 18, 2015

**SUBJECT:** 2006-CDP-02- A request for a Specific Plan Text Amendment to: 1) authorize the Planning Director's ability to grant certain minor administrative adjustments to implement the Specific Plan; and 2) amend the existing development standards for minimum building setbacks and drought tolerant landscape requirements for residential uses within the Neighborhood and Hallock Center Zones of the East Area 1 Specific Plan area.

**Location:** East Area 1 (APN Nos.040-0-180-435; 040-0-180-565; 107-0-200-115; 107-0-045-015)  
**Applicant:** Limoneira Company  
**Representative:** Mike Penrod for Limoneira Company  
**General Plan:** East Area 1 Specific Plan  
**Zoning:** Specific Plan 3 (SP-3)  
**Environmental:** Staff has determined the project to be in accordance with Section 15168 (c) (2) of the California Environmental Quality Act and the proposed text revisions to the East Area 1 Specific Plan were determined to be consistent with the Supplemental Environmental Impact Report (SEIR) certified for the 2015 East Area 1 Specific Plan.

**SUMMARY**

The Limoneira Company ("Applicant") is requesting a text amendment to the East Area 1 Specific Plan ("EA1SP"). This request would allow for design, set back and building product flexibility for the residential development regulations within the EA1SP. The request includes a revision to the landscaping requirements to allow for drought tolerant landscaping for all residential properties.

Further, the proposed text amendment would authorize the Planning Director to grant minor adjustments to minimum setback requirements.

These types of requested text revisions are not unusual as implementation of a Specific Plan occurs and the specific details of site design and building placements are planned.

**BACKGROUND and ANALYSIS**

The EA1SP was adopted earlier this year (which revised the previously approved specific plan in its entirety). As adopted, the EA1SP provided the “conceptual” layout and distribution of planned land uses within the 501 acre project area. However, as Limoneira began the actual design and construction phase, specific lot layout and physical details (including building setbacks) need to be reconciled with the existing EA1SP regulations.

If approved, the current request would amend portions of the EA1SP to provide greater flexibility in design to accommodate a more diverse housing “product” mix within the Neighborhood and Hallock Center residential zones. The proposed text amendment would also make residential landscape requirements compatible with drought tolerant measures by eliminating mandatory lawn/turf as the primary groundcover. Finally, if approved the text amendment would authorize the Planning Director to make minor administrative changes to the EA1SP. The proposed revisions are described below:

- 1) Section 5 Development Standards, Table 5-2 Minimum Building Setbacks for the residential areas (Page 5-15). Table 5-2 was initially developed with the expectation for a limited range of residential products. Following extensive market analysis, the Applicant proposed additional housing types with varied architectural styles. The proposed revisions to the setbacks for residential uses will allow for a greater variety of housing product and neighborhood design. Attached below is the existing and proposed Table 5-2. The proposed changes in the Neighborhood Zone include: 1) reduction in the primary street setback from 15 ft. to 10 ft.; and 2) rear yard setback change from 20 ft./5 ft. for one story alley accessed garage to 10 ft. without alley and 3 ft. with alley. Changes for the residential uses in the Hallock Center Zone include: change rear yard setback from 5 ft. with alley and 15 ft. without alley to 10 ft. without alley and 3 ft. with alley.

**Table 5-2 Minimum Building Setbacks<sup>1</sup> (Existing)**

Building Type	East Area 1 Zones			
	CD	HC	N	
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	15 ft.
Side Street Setback	10 ft.	0 ft.	10 ft.	10 ft.
Side Yard Setback	10 ft.	0 ft.	5 ft.	10% of lot width and not less than 5 ft.
Rear Yard Setback	10 ft.	5 ft.	5 ft. w/ alley 15 ft. w/out alley	20 ft. / 5 ft. for one story alley-accessed garage

<sup>1</sup> All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.

**Table 5-2 Minimum Building Setbacks <sup>1</sup> (Proposed)**

Building Type	East Area 1 Zones			
	CD	HC	N	
		Commercial	Residential	
Primary Street Setback	10 ft.; 30 ft. max.	0-10 ft.	10 ft.	10 ft.
Side Street Setback	10 ft.	0 ft.	10 ft.	10 ft.
Side Yard Setback	10 ft.	0 ft.	5 ft.	5 ft.
Rear Yard Setback	10 ft.	5 ft.	10 ft. w/out alley 3 ft. w/ alley	10 ft. w/o alley 3 ft. w/ alley

<sup>1</sup> All development in the Specific Plan Area, including residences and private residential yards, schools and designated recreational facilities, must be setback a minimum of 100 feet from 100-110kV lines and 150 feet from 220-230 kV lines.

- 2) Landscape Standards for Residential Properties. The proposed text revisions: 1) eliminate “lawn/turf” as the primary ground cover for residential landscapes and replaces this requirement with the requirement encouraging provision of drought tolerant landscapes of California native plant materials as an alternative to lawn/turf; and 2) replace existing text for residential landscaping areas with guidelines that reinforce the tiered landscape design currently throughout the Landscape Standards section of the Specific Plan. Below is the proposed text revision:

“Notwithstanding anything to the contrary, landscapes of drought tolerant and California native plant materials are preferred as landscaping for all residential properties.”

- 3) Section 4.8.5 (B)– Administrative Modifications. The proposed text addition would authorize the Planning Director to make administrative adjustments to EA1SP requirements under specific circumstances. The proposed text addition reads as follows:

“Minor expansions or reductions (not to exceed 25%) of the required setbacks set forth in Table 5-2, Minimum Building Setbacks”

Summary of Analysis

Planning Staff recommends the Planning Commission consider these changes and adopt a resolution recommending that the City Council approve the proposed changes. Specifically, 1) the Project text revisions are consistent the intent of the approved Specific Plan; 2) the Project text revisions are compliant with the EA1SP and provide for a greater range of housing types; 3) the Project text revisions are consistent with State mandated drought tolerant landscape requirements; 4) the Project avoids significant adverse impacts to the environment; and 5) the Project promotes orderly, attractive and harmonious development.

## **ENVIRONMENTAL REVIEW**

In accordance with CEQA Guidelines § 15168 (c) (2), the proposed text revisions are consistent with the Final Supplemental Environmental Impact Report (FSEIR) prepared and certified for the 2015 East Area 1 Specific Plan.

A Notice of Consistency to the Final Supplemental EIR was prepared and included with the Resolution of Approval attached as Attachment "A" to Resolution No. 3735.

## **PUBLIC NOTIFICATION**

A notice of public hearing was published on August 14, 2015 in the Santa Paula Times in compliance with state law. In compliance with the Santa Paula Municipal Code, all property owners within a 300-foot radius of the Project site received notice of the public hearing. Additionally, a notice of public hearing was posted on the site.

## **ALTERNATIVES**

None recommended.

## **RECOMMENDATION**

Staff recommends that the Planning Commission 1) Adopt Resolution No. 3735 recommending that the City Council approve Project No. 2006-CDP-02 Specific Plan text amendments for the East Area 1 Project; and 2) take such additional, related, action that may be desirable.

Attachments:

Attachment A – Resolution No. 3735

Attachment B – Draft Ordinance No.1256

**CITY OF SANTA PAULA  
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director  
John L. Ilasin, Capital Projects Engineer

Subject: Approval of Amendment to Professional Services Agreement with Water Resource Engineering Associates for Virginia Terrace/McKevett Heights Sewer Main Replacement Project

Date: September 24, 2015

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**Recommendation:** It is recommended that the City Council: 1) Authorize the City Manager to execute an amendment to the professional services agreement with Water Resource Engineering Associates for design services for the Virginia Terrace/McKevett Heights Sewer Main Replacement Project in the amount of \$52,690.00 in a form approved by the City Attorney; and 2) Take such additional, related action that may be desirable.

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**Fiscal Impacts:** This project will be funded from the approved FY15/16 Capital Improvement Program budget for Manhole Rehabilitation/Replacement Program Account 610.5.9213.290 (Sewer Bond Proceeds) and Sewer Pipeline Rehabilitation Program Account 610.5.9215.290 (Sewer Enterprise Fees and Sewer Bond Proceeds).

**Personnel Impacts:** None.

**General Discussion:** The 2005 Wastewater System Master Plan identified maintenance problems in the sewer mains from Virginia Terrace to Teague Drive (Virginia Terrace Subdivision) and from Virginia Terrace to Loma Vista Place (McKevett Heights Subdivision), respectively. These sewer mains are vitrified clay pipes that are more than 20-years old and are located in public utility easements within private properties. Based on the latest annual closed circuit television (or camera) inspections for these sewer mains, structural cracks and/or significant intrusion or blockage from tree roots were found. These major pipeline deficiencies extend beyond the maintenance problems identified in the 2005 Wastewater System Master Plan. Consequently, this project is a high priority due to the aforementioned major pipeline deficiencies as well as the fact that these sewer mains traverse through private properties.

***For the Regular City Council Meeting of October 5, 2015***

Staff requested an informal proposal from Water Resource Engineering Associates to provide design consulting services for the replacement of the sewer mains. The general scope of services will consist of investigating the site; preparing a trenchless technology feasibility study, soils engineering/geology reports, plans, specifications, and estimates; and performing engineering support services during construction.

Water Resource Engineering Associates is currently providing similar services on another project, the Veterans Memorial Park Sewer Lateral Replacement Project. Water Resource Engineering Associates is already mobilized and would provide the continuity in the scope of services without delay.

Staff received a fee proposal (dated September 22, 2015), and negotiated a fee that was fair compensation for the services to be provided.

**Alternatives:**

- A. Approve staff's recommendation.
- B. Deny staff's recommendation.
- C. Provide staff with additional direction.

**Attachments:** None

**CITY OF SANTA PAULA  
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Manager

Subject: Approval of Employment Benefits for the Service Employees International Union (SEIU) Local 721 and Adoption of Resolution No. 6952

Date: September 22, 2015

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**Recommendation:** It is recommended that the City Council: (1) adopt Resolution No. 6952 approving the revisions to the proposed Draft Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU) Local 721 for the 2015-16 fiscal contract year; and 2) take such additional, related action that may be desirable.

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**Fiscal Impacts:** No fiscal impacts.

**Personnel Impacts:** None.

**General Discussion:** The current Memorandum of Understanding (MOU) with the SEIU, Local 721 expired on June 30, 2015. City Staff and SEIU representatives have been meeting and conferring over the revised terms and conditions to be incorporated into the 2015-16 MOU. On September 21, 2015, subject to City Council approval, SEIU Local 721 members ratified the agreement. A copy of the MOU is attached hereto as Exhibit A.

As a result of meeting and conferring with representatives of the SEIU Local 721, the proposed terms and conditions of the current MOU are hereby submitted for the City Council's consideration as follows:

- Term of Agreement: July 1, 2015 through June 30, 2016.
- The City agrees to extend a cost of living adjustment (COLA) or any other monetary compensation during term of the contract in the event that any other represented or unrepresented employee group (excluding Unit members of the Santa Paula Police Officer's Association and/or sworn-police personnel) negotiates and receives such a benefit.

***For the Regular City Council Meeting of October 5, 2015***

**Alternatives:**

- A. Adopt Resolution No. 6952, approving the Memorandum of Understanding (MOU) for the 2015-16 contract year between the City of Santa Paula and the Service Employees International Union (SEIU), Local 721.
- B. Provide further direction to staff.

**Attachments:**

Resolution No. 6952

Exhibit A to Resolution No. 6952: Service Employees International Union (SEIU), Local 721 Memorandum of Understanding 2015-16 (Final Draft)

Memorandum of Understanding 2015-16 (Redline Version)

## **RESOLUTION NO. 6952**

### **A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE CONTRACT YEAR 2015-16 BETWEEN THE CITY OF SANTA PAULA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721**

The City Council for the City of Santa Paula does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. The City, acting by and through its City Council appointed negotiation team, and representatives of the Service Employees International Union (SEIU) Local 721, a duly recognized employee organization representing the City of Santa Paula's Non-managerial, Non-sworn, General employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours, and the terms and conditions of employment for contract year 2015-16.
- B. The appointed representatives of the parties agreed on certain matters as stated in the memorandum of understanding ("MOU") attached as Exhibit "A", and recommend that the City and the Association implement the MOU.
- C. SEIU Local 721 indicated its acceptance of the MOU.
- D. It is in the public interest that the City enter into the MOU.

SECTION 2: The City Council approves the Memorandum of Understanding for Contract Year 2015-16 between the City of Santa Paula and the SEIU Local 721. The City Manager is authorized to execute the MOU on the City's behalf and any ancillary documents necessary to implement the MOU.

SECTION 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, AND ADOPTED, this 5th day of October, 2015.

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John T. Procter, Mayor  
City of Santa Paula

ATTEST:

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Judy Rice, City Clerk

*Approved as to form:*

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John C. Cotti, City Attorney

*Approved as to content:*

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Jaime M. Fontes, City Manager

## **MEMORANDUM OF UNDERSTANDING**

### **PREAMBLE**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Service Employees International Union (SEIU) Local 721 hereinafter designated as "Union".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2015-16 commencing July 1, 2015 and concluding June 30, 2016.

### **UNDERSTANDING AND AGREEMENTS**

The following understandings and agreements shall not become effective until ratified by the City Council:

#### **1. EXCLUSIVE REPRESENTATION**

This memorandum covers employees in Local 721, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

##### **1.1.1 Agency Shop**

Any employee whose job classification is identified in Appendix A, shall, within the first 30 days of such hire date as a condition of continued employment, either be required to join

the Union or pay the Union a service fee not to exceed the dues amount.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the union. Employees will be required to provide proof in a form of a letter from their pastor/minister of the bona fide religion, body or sect. However, those employees will be required to pay sums equal to the dues to non-religious, non-labor charitable funds exempt from taxation under the IRS code. Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the employee organization.

The Union shall hold the City harmless and shall fully and promptly reimburse the City for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the City or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the City.

### **1.1.2 Organizational Security/Union Dues**

Any employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the City during the term of the agreement; provided however that any employee in the unit may terminate such full Union dues during the period of December 21 and December 31 of each year of the agreement by notifying the Union of their termination of dues in writing with a letter or statement containing the following information: employee name, employee number, job classification and department name from which dues are to be cancelled. The Union will provide the City's Human Resources Division with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The service fee, per Article 1.1.1 shall remain in effect.

## **2. UNION RIGHTS**

- 2.1** SEIU designated members, selected by the Union, shall be entitled to an aggregate (combined) release time of no more than 80 paid hours of leave to attend Union training and seminars during the term of the MOU. Such time is in addition to time spent in meet and confer sessions with City representatives and is subject to a minimum, when possible, of ten days advance notice to the employee's Department Head or designee. Release time for SEIU members is subject to departmental organizational needs and will not be permitted without prior approval of the employee's Department Director or designee. The Union shall monitor the hours used by SEIU members to ensure that the 80 hours is not exceeded; the City shall create a payroll activity code (RHU) that designated employees shall use to properly code paid leave used for this purpose in the City's timekeeping system.

## **2.2 Labor-Management Meetings**

### **2.2.1 MOU Employee Representation**

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

### **2.2.2 Consultation**

During the term of this agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as union representatives as defined above.

## **2.3 Union Information**

Union materials provided by the Union will be provided to eligible employees as a part of the new orientation process. The Union will be responsible for supplying materials.

## **2.4 Union Bulletin Boards**

SEIU shall have a designated union bulletin board in every work facility or break room where represented employees work or congregate. The bulletin board and designated space shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Human Resources Manager. The locations of the bulletin boards shall include but not be limited to the following locations: Public Works-Water Yard, Corporation Yard and Engineering Administration Office; City Hall, Police Department, Community Development Building and Community Center. Material shall be signed and dated by a steward/leader or staff of

### **3. CITY RIGHTS**

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment; promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

### **4. SALARY COMPENSATION**

#### **4.1 Salary Adjustments**

The City agrees to extend a cost of living adjustment (COLA) or any other monetary compensation during term of the contract, in the event that any other represented or unrepresented employee group (excluding Unit members of the Santa Paula Police Officer's Association and/or sworn-police personnel) negotiates such a benefit during the term of the contract.

##### **4.1.1 Merit Increase/Step Increase**

Merit/step increases will become effective on the actual anniversary date of the employee.

##### **4.1.2 Evaluations**

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the

Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date.

#### **4.2 Salary Schedule**

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

#### **4.3 Base Wages**

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by 80.

#### **4.4 Regular Rate of Pay**

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

#### **4.5 Direct Deposit**

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

### **5. HOURS OF WORK**

#### **5.1 Work Cycle**

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty four (24) hour periods.

#### **5.2 Regular Work Day**

The normal daily work schedule (40 hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break. Maintenance employees receive a half (1/2) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Union. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

### **5.3 Rest Periods**

One (1) fifteen (15) minute rest break with pay shall be provided to Unit members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

### **5.4 Regular Work Period**

A regular work period for those employees on the 9/80 schedule shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternative work schedules.

### **5.5 Standard Hours and Days of Work**

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day' for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

## **6. OVERTIME**

### **6.1 Overtime Definition**

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or workweek. For purposes of determining OT, hours worked shall include paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, but not sick leave or leave without pay. Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a

unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. Hours worked will also not include sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty hours of compensatory time may be accrued in a calendar year.

## **6.2 Standby**

Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of \$2.00 per hour on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and \$1.00 for all other periods for the hours that the employee remained available. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

The City has the exclusive right to determine the need for standby and time of standby. Employees will be required to carry and utilize a City-issued pager or cellular telephone while on standby status.

## **6.3 Callback**

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two hour minimum period; therefore the "minimum of two hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

The City has the exclusive right to determine the need for call back and the time of call back.

## **6.4 Limitation of Overtime**

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

## **6.5 Special Events**

Employees who work special events sponsored by the City, including the Citrus Festival and Santa Paula Beautiful, may elect to earn compensatory time in lieu of overtime for hours worked exceeding the employee's regularly scheduled workweek, subject to the forty (40) hour compensatory time accumulation per calendar year and the limitations on overtime specified in Section 6.1.

## **7. SHIFT DIFFERENTIALS**

### **7.1 Shift Differential**

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m. will be paid a shift differential at a rate set (5%) above his or her then current base monthly step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers compensation calculations will be determined in accordance with the provisions of the FLSA.

#### **7.1.1 Flex Time**

Employees on flex time or who work between the hours of 5 p.m. and 8 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

### **7.2 Work In Higher Class**

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected department head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the department head.

## **8. OTHER COMPENSATION AND BENEFITS**

### **8.1 Tuition Reimbursement**

Tuition reimbursement may be made up to \$1,500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval prior to commencing the course. All approvals will be based on staffing levels of the department and affect of city operations.

### **8.2 Uniform Allowance**

Beginning July 1, 2011, Unit employees in a Public Works and Community Services Maintenance classification (including Mechanics and Water personnel), Building Inspector, Records Clerk and Animal Control Officer covered by the agreement who is required to have and maintain a uniform shall receive an allowance in the amount of \$18.33 bi-weekly (\$476.58 annually) to be used exclusively for the purchase of work trousers and maintenance of uniforms (laundry, repairs, etc.). Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed seven (7) shirts for Public Works and Community Services employees and five (5) shirts for all other classifications in a fiscal year. Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. The employee will be responsible for the cost of repair and/or replacement of uniforms and equipment damaged as a result of negligence or wear. The Public Works Director or designee for Public Works positions and the Fire Chief or designee for Fire Department positions will make a complete investigation of each incident and will submit findings and recommendations, including the recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City.

Non-prescription safety glasses, gloves, vests, hard hats, jackets, hats and ear protection will be distributed by the Department Head on an as needed basis.

Public Works Maintenance (including Mechanics), Water Distribution, Water Operations personnel, and the Engineering Technician/Inspector will be issued a purchase requisition not to exceed the amount of Two hundred dollars (\$200.00) to a vendor selected by the City when replacement prescription safety glasses are required, employees may also go to his/her own optometrist and submit a request for reimbursement through the Finance Department. Specifications will be determined by the City. One (1) pair of safety glasses will be provided as required every two years. Public Works Maintenance (including Mechanics), Water Distribution and Water Operations personnel, and the Engineering Technician/Inspector may request additional prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final

approval. Eye examinations are the responsibility of the employee.

### **8.2.1 City Contribution-Safety Boots**

All represented employees required to wear safety boots as determined by the department head will be issued a purchase requisition in the amount of two hundred dollars (\$200.00) to a vendor selected by the City when replacement safety boots are required. Any remaining balance of the safety boot reimbursement may also be used towards the purchase of a second pair of safety boots. Employee will be responsible for any amount beyond the annual allotted amount of \$200.00. Employee will be responsible for paying the second pair of safety boots and submitting a request for reimbursement through the Finance Department.

The safety boot reimbursement can be used to resole City provided safety boots and purchase safety boot accessories, including work socks, laces, insoles, waterproofing and/or care kits. Safety boot specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30<sup>th</sup>. All represented employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the department head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval.

### **8.3 Bilingual Pay**

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. Effective January 1, 2009, all eligible employees will receive \$650 per year (\$25.00 per pay period.)

### **8.4 Emergency Disasters**

Employees will be required to mark "overtime" versus "comp time" on their time sheets, when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees' work time.

### **8.5 Certificates and License**

Effective January 1, 2014 the City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsement:

1. Wastewater Treatment Certification Grades Operator in Training (OIT), I, II, III and IV issued by the California State Water Resources Control Board for Wastewater Treatment Plant Operators, Grades I, II, and III as required by job description.

2. State of California Department of Motor Vehicles Class "A" or "B" licenses as required and approved by the Department Head (including the cost of required physical examination).
3. Water Treatment Certification Grades T1, T2, T3, T4 and T5 issued by the California Department of Public Health as required by the job description.
4. Distribution System Certification Grades D1, D2, D3, D4 and D5 issued by the California Department of Public Health as required by the job description.
5. Certified Unified Program Agencies (CUPA) as required by the job description.

## **9. HOLIDAYS**

### **9.1 Holiday Listing**

On January 1st of each year and on July 1st of each year, unit personnel receive a Holiday Leave Bank of 54 hours paid at straight time to be used for holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation; sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

Any extra hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available. The following days are considered holidays:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day- November 11th
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day - December 25

## Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed.

The City will grant 4.5 hours off on Christmas Eve afternoon and 4.5 hours off on New Years Eve afternoon to employees who are on duty on those days, when these holidays fall on regularly scheduled work days. The City will not grant these hours to employees who are in a leave status. These hours are not part of the Holiday Bank and cannot be carried over to another work day. The intent is to close the City and give employees who actually worked the first 4.5 hours of the day the afternoons off to spend with their families. Such time off will be granted only on those half days when otherwise required to work, allowing staff to leave early if it is a workday, not carry over to another day.

## 10. VACATION

### 10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. Effective January 1, 2006, an employee may accumulate up to a maximum of two-hundred sixty (260) hours accrued Vacation Leave as of the end of the pay period that includes December 31 of each calendar year and any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred sixty (260) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

#### 10.1.1

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

### **10.1.2**

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of the Supervisor or Department Head. If the request is denied, reason must be given in writing at time of denial.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

## **10.2 General Provisions**

### **10.2.1 Vacation Credit**

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

### **10.2.2 Vacation Usage**

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 260 hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

### **10.2.3 Vacation Schedule**

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

### **10.2.4 Effect of Termination on Vacation**

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

### **10.2.5 Status Report of Accrued Vacation Leave**

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

### **10.3 Vacation Buyback**

Unit employees may sell up to forty (40) hours of vacation leave and/or comp leave in December subject to the following conditions:

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.
2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.
3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

## **11. SICK LEAVE**

### **11.1 General**

#### **11.1.1 Entitlement**

Employees hired after October 1, 1988 receive no payment of sick leave at termination. As a part of the City's Sick Leave Incentive Program, employees will receive pay credit based upon sick leave usage from the beginning of the pay period paid first in November, to the end of the pay period paid last in October, for yearly usage according to the following schedule. Payment is made with the first payday of December.

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

Sick Leave Incentive Schedule

<u>Total Sick Leave Used</u>	<u>Additional</u>
<u>Pay</u>	
Not Over:	
0 hours	24 hours
2 hours	16 hours
4 hours	15 hours
6 hours	14 hours
8 hours	13 hours
10 hours	12 hours
12 hours	11 hours
14 hours	10 hours
16 hours	9 hours
18 hours	8 hours
20 hours	7 hours
22 hours	6 hours
24 hours	5 hours
26 hours	4 hours
28 hours	3 hours
30 hours	2 hours
32 hours	1 hour

Newly hired employees who have not worked a full year will have their additional credit prorated based on their length of service. Employees who terminate prior to the end of the plan will not receive any of this benefit. Employees out on industrial leave for a period of thirty (30) consecutive days will not be eligible for the sick leave incentive pay.

**11.1.2 Usage**

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to

work, the employee shall complete and submit the "City's Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

### **11.1.3 Over 3-Day Absence**

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

## **11.2 Leave Transfer**

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation and sick leave to less than 40.0 hours in each bank.
2. All such transfers shall be approved by the Personnel Officer or his/her designee.
3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

## **11.3 Bereavement and Special Sick Leave**

Leave with pay up to five (5) working days per incident of death and serious illness shall be granted by the Department Head in case of the death or serious illness of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse, aunt, uncle, cousin, niece, nephew daughter-in-law, son-in-law or brother-in-law. Also applies to persons related by blood or marriage residing in an employee's home.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

#### **11.4 Prenatal Leave**

Sick leave up to the limit of accumulated sick leave time shall be granted for pregnancy and normal recovery from childbirth. Additional time away from work, to care for newly born or newly adopted child, up to a total of six (6) months (which does not qualify as sick leave), will be treated as leave without pay once all other accrued leave has been utilized. Nothing herein is intended to waive other rights as defined by law or order by a State Commission.

#### **11.5 Paternity Leave**

A maximum of five (5) days leave with pay shall be granted to Unit members for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave. Nothing herein is intended to waive other rights as defined by law or order by a State Commission.

#### **11.6 Exceptions**

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

#### **11.7 Exhaustion of Sick Leave**

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

#### **11.8 Doctor/Dentist Visits**

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

### **12. INDUSTRIAL ACCIDENT LEAVE**

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence or and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. (Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.)

If the employee is not able to return to work after three (3) calendar days of Industrial Leave

following the day of the injury or illness, the employee shall then be eligible leave under the

Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense. If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

All medical appointments related to industrial injuries must be scheduled during working hours. Overtime compensation will not be available for medical appointments related to industrial injuries that are not scheduled during non-work hours.

### **12.1 Modified Duty**

City and Union agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Rule 3.4.F that all modified duty need not be necessarily confined to the employee's department. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

## **13. SPECIAL LEAVE**

### **13.1 Miscellaneous Leave With Pay**

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day

which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

### **13.2 Leave of Absence Without Pay**

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

### **13.3 Family Care and Medical Leave**

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave," Section 7.7.

## **14. BENEFITS AND INSURANCE**

### **14.1 City Contribution**

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City shall provide \$914.60 per month (\$457.30 paid for the 1<sup>st</sup> and 2<sup>nd</sup> pay periods of each month) benefit contribution toward each full-time member of the unit.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City agrees to meet annually with SEIU prior to the City's Open Enrollment period to discuss any changes to the design of any health plans, including anticipated changes in premiums.

### **14.2 Eligibility**

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

### **14.3 Selection**

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

### **14.4 Enrollment**

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

### **14.5 IRS Section 125 Plan**

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31<sup>st</sup>, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1<sup>st</sup> to October 31<sup>st</sup>, the City will pay the annual fee and the enrolled monthly employee administrative fee. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1<sup>st</sup> of each Plan year, the City reserves the right to discontinue its participation in the Plan. The City shall provide a minimum of thirty (30) days notice to the Union prior to the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

## **15. RETIREMENT**

### **15.1 PERS Plan**

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

1. The City shall provide the PERS two and a half (2.5) percent at fifty-five (55) Local Miscellaneous Members Retirement Program (Government Code Section 21354.4), plus Level III 1959 Survivors Benefits (Government Code Section 21573), plus 1959 Survivor Benefits to Surviving Spouse at Age 60 (Government Code Section 21580), plus Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (Government Code Section 21551), plus one (1) year final compensation benefit (Government Code Section 20042).
2. The City shall provide the PERS two (2) percent at fifty-five (55) for Local Miscellaneous

Members Retirement Program for new employees hired after March 20, 2006.

3. New employees hired to the SEIU 721 bargaining unit on or after January 1, 2013 will be subject to the provisions of the Public Employee's Pension Reform Act of 2013 (PEPRA), including any subsequent legislation or court rulings.

## **15.2 Contribution to PERS**

In order to implement the deferred compensation benefits of Internal Revenue Code Section 414 (h) (2), unit salaries were increased six and half percent (6<sup>1</sup>/<sub>2</sub> %) in October 1988 in lieu of the City pickup of the retirement contribution.

Should any state or federal agency alter the current income tax treatment of the City's PERS pickup, the consequences of such action will be the sole responsibility of the affected employees and will in no way alter any obligation of the City toward such employees.

Effective January 1, 2008, the City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to one (1%) of the wages upon which employee's retirement contributions are computed. This payment shall not be considered salary by the City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.

The City acknowledges that paying the employee's full share of the PERS contribution is an important item; however, the City currently does not have the financial resources to do so at this time. The City will evaluate its ability to make such additional contributions in future negotiations.

## **16. WORKING CONDITIONS**

### **16.1 Safe Working Conditions**

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Union is authorized to have one member representative (and one alternate) to serve on the General Safety Committee. The Union will be responsible for providing the names of the member and one alternate to the City.

### **16.2 Work Site Safety Practices**

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

### **16.3 Reporting Unsafe Conditions**

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

### **16.4 Investigations**

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

### **16.5 Safety Equipment**

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

### **16.6 Orientation Period**

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

### **16.7 Layoff Procedure**

Layoff procedures were adopted by the City Council as a citywide effort to provide a means to determine which employees are to be demoted or laid off when a reduction in force occurs. Layoff procedures are not exclusive to any bargaining unit, and are referenced in the Santa Paula Municipal Code (SPMC) §33.12. The City agrees to meet with SEIU to discuss any changes in layoff procedures prior to amending §33.12 of the SPMC.

The City may, after such consultation with the affected Union and bargaining units as may be required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced that will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.

- a. Definitions. These definitions apply for purposes of layoff, displacement and reemployment:
  1. SENIORITY - CITY SERVICE (“City Seniority”). The total continuous service in regular or probationary City employment including all positions held in the City work force. City of Santa Paula Paid-Call Fire Service experience is excluded in calculating City Seniority.
  2. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. (“Classification Seniority”) The total period of time (does not need to be continuous) an employee has been in a particular classification as a regular or probationary employee.
  3. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.

- b. Notification.
1. Once the City has determined a preliminary plan for “Lay Off”, the City will notify the affected Unions and bargaining units and the City of Santa Paula will meet to discuss the impact this proposed plan will have on bargaining unit employees.
  2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective layoff date no less than fifteen (15) calendar days prior to the effective date. The City will provide a copy of the notice to the affected Union or bargaining unit via hand delivery or certified mail.
  3. The written notice must inform the employee of applicable displacement and priority reemployment rights.
- c. Reduction in Force. Once the classifications to be reduced have been identified, the reductions shall be by inverse seniority order within the groupings below in the following sequence:
1. Temporary employees in the identified classifications must be terminated.
  2. Provisional employees in the identified classifications must be terminated.
  3. Employees serving an initial probationary period in the identified classification must be terminated.

The Human Resources Manager must then determine the employee(s) to be laid off. Layoffs must be in the following order:

4. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff have had their merit increase withheld for reasons of “unsatisfactory” or “not effective” job performance.
5. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall “unsatisfactory” or “not effective” job performance evaluation (overall “not effective” is considered a summary rating of below 2.0 on evaluation form).
6. Regular employees with the least classification seniority.
7. If there are two or more employees to be laid off who have identical classification seniority, the order of layoff will be by City Seniority. If such City Seniority is also identical, layoff must be determined by drawing

of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

d. Exceptions to Layoff Seniority: Whenever the Human Resources Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Manager may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.

e. Displacement Rights (Bumping):

1. Regular employees who are designated to be laid off and have held regular status in a previously held classification may demote into a vacant position or may displace employees in the previously held classification provided that the employee exercising the displacement privilege has greater City Seniority than the incumbent in the classification to which the employee is bumping and meets the current job requirements and any special skills required of the position. If the employee designated to be laid off has not held regular status in a previously held classification, then no displacement rights accrue to that individual.
2. Employees being displaced must be displaced in the same order as specified in Section c - Reduction in Force.
3. An employee must exercise displacement privileges within five (5) working days after receipt of a notice of layoff, by written notice to the Human Resources Manager. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.

f. Demotions in lieu of Layoff.

1. An employee designated for layoff must be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:
  - a. The employee requests or otherwise agrees to the demotion,
  - b. The employee meets the minimum qualifications of the lower position, and
  - c. The City Manager concurs with the proposed action.

- d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request demotion into the Fire Department in a sworn position.
- e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request demotion into the Police Department in a sworn position.
- f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request demotion to the same position, the order of eligibility of demotion will be by City Seniority. If City Seniority is identical, demotion entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

- 2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the base wage is within the range of the lower position. If this is not the case, the rate of pay must be within the salary range of the lower position which is closest to the rate of pay prior to demotion (see Rule 3.4(c) of the City's Personnel Rules and Regulations).
- 3. An employee must accept a demotion within five (5) working days after receipt of a notice of demotion, by written notice to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

g. Transfers in lieu of Layoff.

- 1. An employee designated for layoff must be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:
  - a. The employee requests or otherwise agrees to the transfer,
  - b. The employee meets the minimum qualifications of the position, and
  - c. The City Manager concurs with the proposed action.
- d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request transfer into the Fire Department in a sworn position.
- e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request transfer into the Police Department in a sworn position.

- f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request transfer to the same position, the order of eligibility for transfer will be by City Seniority. If City Seniority is identical, transfer entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person’s final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.
      2. Employees who are transferred will be paid at the base wage equal to the base wage prior to transfer.
      3. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.
- h. Reemployment List for Demoted Employees.
  1. Employees who are demoted in lieu of layoff must have their names placed on a Reemployment List(s) for Demoted Employees. Employees must have their name placed on lists for classifications at the same or lower salary grade/range in the same classification series as the classification held at the time of the demotion or any classification in which the employee held regular status. Vacant positions within a classification series shall be first offered to employees on these lists.
  2. Eligible employees will be placed on and selected off eligibility lists in the following order.
    - i. Employees with the greatest Classification Seniority. When the Classification Seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.
- i. Reemployment List For Laid Off Employees.
  1. Employees who are laid off and who held regular status at the time of layoff must have their names placed on a Reemployment List for each classification in which they previously held regular status and for classifications at the same or lower salary grade/range for which they meet minimum qualifications. Vacant positions in such classifications will be offered to eligible on the Reemployment List who qualify for such vacancies after employees on the Reemployment List for Demoted

Employees and prior to an open or promotional recruitment for the vacancy.

2. Eligible employees will be placed on and selected off the list in the following order:
  - i. Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.
  - j. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists must extend for a period of one (1) year from the date of demotion or layoff. The reemployment list may be extended beyond one year based on the needs of the City as approved by the City Manager. Eligibles not responding to written notification of an opening within five (5) working days of receipt of notification must have their names removed from the Reemployment List. Eligibles that refuse an offer of reemployment to the same classification (or equal classification) that they held at the time of layoff must have their names removed from the Reemployment List for that classification and all classifications at the same or lower salary grade/range. Once a person on a reemployment list is reinstated to a regular position as a result of his or her reemployment rights, his or her name will be removed from the reemployment list for the classification to which he or she was reinstated and from all reemployment lists for classifications at the same or lower salary range of the classification in which he or she was reinstated. A list outlining the person's status on all reemployment lists will be incorporated in the notice of the reemployment opportunity.
  - k. Restoration of Benefits Upon Reemployment Following a Reduction in Force. Upon reemployment following a reduction in force, an individual will have the following benefits restored:
    1. Prior sick leave balances and accrual rate at time of layoff.
    2. Classification Seniority at time of layoff for purposes of determining merit increases and future reduction in force. City Seniority at the time of layoff for purposes of determining vacation leave accruals and future reduction in force.
    3. No probationary period will apply upon reemployment or reappointment, in the case of demoted or laid off employees, unless the employee has never held regular status within the classification series for the classification the employee is appointed to.

1. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force must be made without impermissible consideration being given to an employee's race, color, religious belief, national origin/ancestry, ethnicity, gender, marital status, sexual orientation, age, disability (physical or mental), medical condition or union membership or lack thereof.

m. Due Process Procedures

1. Pre-Layoff Procedural Due Process

a.) A regular employee will be provided the following safeguards prior to the implementation of a lay off:

1. A written notice of the proposed lay off;
2. The reasons for the proposed lay off;
3. The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.

b.) The Department Head must consider the employee's oral and/or written response and may render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

If a regular employee believes the layoff is a pretext for discipline or in retaliation of protected activity, the employee has the right to request an appeal hearing with the Personnel Officer or his or her designee. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for the protected activity and not based upon grounds such as a lack of work or appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee. The Employee has the burden of proof on that issue.

### **16.8 Cooling-Off Period**

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off" period. An employee who timely rescinds his or her resignation during the "cooling off" period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

## **17. DRUG AND ALCOHOL TESTING**

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy. Drug and alcohol testing will be conducted to ensure compliance with the City's Drug and Alcohol Policy, Personnel Rules and Regulations, Section 2.5; the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing shall be performed using the standards approved by the U.S. Department of Transportation. Drug and alcohol testing is administered for pre-employment, random testing (required for City employees holding a Commercial Drivers License (CDL) Class A or Class B and driving a Commercial Motor Vehicle (CMV) required by the Omnibus Transportation Employee Testing Act of 1991 and for Safety Sensitive employees pursuant to the City's policy), reasonable suspicion, post accident, return-to-duty and follow-up testing as outlined in Section 2.5 G of the Personnel Rules and Regulations.

## **18. CONCERTED ACTIVITIES**

### **18.1 Definition Strike/Work Stoppage**

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

### **18.2 No Strike Clause**

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

### **18.3 Lockout**

The City agrees not to engage in any lockout.

### **18.4 Court Enforcement**

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

## **19. GRIEVANCE**

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

## **20. DISCIPLINARY ACTION**

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

## **21. COMPLETION OF MEET AND CONFER**

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to meet and confer with respect to any subject explicitly addressed in this MOU.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Union in writing indicating the proposed change before it is implemented. If the Union requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Union does not request negotiations, the change may be implemented. If the Union does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Union of such changes as soon as practicable.

## **22. SEVERABILITY**

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, color, sex, national origin or other protected basis.

## **23. NON-DISCRIMINATION**

The provisions of this MOU shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, or other factors not directly related to the successful performance of the job.

## **24. TERM**

This Agreement shall be in effect from July 1, 2015 through June 30, 2016. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice (March 2<sup>nd</sup>) prior to the yearly anniversary date, to terminate or modify this Agreement

**25. FINALITY OF RECOMMENDATIONS**

Upon ratification by the City Council and the Union membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager to the City Council for the period of the MOU except as mutually agreed upon by the Union and the City Manager.

FOR THE UNION (SEIU Local 721)

FOR THE CITY OF SANTA PAULA

\_\_\_\_\_  
Aram Agdaian, SEIU Local 721  
Chief Negotiator

\_\_\_\_\_  
Jaime M. Fontes  
City Manager

\_\_\_\_\_  
Robert Howard

\_\_\_\_\_  
Elisabeth V. Paniagua  
Assistant to the City Manager  
Chief Negotiator

\_\_\_\_\_  
Natalie Segovia

\_\_\_\_\_  
Lorena Alvarez  
Human Resources Manager

\_\_\_\_\_  
Michael White

\_\_\_\_\_  
Sandra K. Easley  
Finance Director

\_\_\_\_\_  
Raquel Arreola

**EXHIBIT "A"**  
**POSITION CLASSIFICATION AND COMPENSATION PLAN**

		<b>HOURLY</b>				
<b>300</b>	<b>SEIU</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
301	CUSTODIAN	13.11	13.76	14.44	15.17	15.93
302	CUST SERVICES REP	14.98	15.74	16.52	17.35	18.22
304	WATER DIST. WORKER	14.98	15.74	16.52	17.35	18.22
305	GRAFFITI ABATEMENT OFFICER	14.70	15.43	16.21	17.01	17.86
306	SENIOR RECORDS CLERK	15.07	15.82	16.62	17.44	18.32
307	ACCOUNTING TECHNICIAN	15.90	16.70	17.53	18.41	19.33
309	ADMINISTRATIVE ASSISTANT	15.45	16.22	17.03	17.88	18.78
311	ANIMAL SERVICES COORDINATOR	16.16	16.96	17.81	18.71	19.64
312	INFORMATION TECH ASSISTANT	15.99	16.79	17.63	18.51	19.43
313	SR ADMINISTRATIVE ASSISTANT	16.23	17.04	17.90	18.80	19.74
314	WATER DISTRIBUTION WORKER II	16.24	17.05	17.90	18.80	19.74
315	MECHANIC I	16.40	17.22	18.09	18.99	19.94
318	WATER SYSTEM OPERATOR I	17.16	18.01	18.91	19.86	20.85
320	WATER SYSTEM OPERATOR II	18.03	18.93	19.88	20.88	21.92
321	WATER DISTRIBUTION WORKER III	18.13	19.03	19.98	20.98	22.03
322	WATER DISTRIBUTION LEADWORKER	18.95	19.90	20.90	21.94	23.04
323	BUILDING INSPECTOR I	19.24	20.21	21.22	22.28	23.39
324	MECHANIC II	20.53	21.55	22.63	23.77	24.95
325	WATER DISTRIBUTION WORKER IV	18.58	19.51	20.48	21.51	22.58
326	BUILDING INSPECTOR II	23.37	24.54	25.77	27.06	28.41
328	ENGINEERING TECH/INSPEC	18.95	19.90	20.90	21.94	23.04
329	SENIOR ACCOUNTING TECHNICIAN	17.16	18.01	18.91	19.86	20.85
330	EQUIPMENT MAINT LEADWORKER	21.82	22.90	24.05	25.26	26.51
331	FACILITIES MAINT LEADWORKER	17.94	18.84	19.78	20.77	21.81
332	FACILITY MAINT WRK I(ENTRY)	14.70	15.43	16.21	17.01	17.87
333	FACILITY MAINT WRK II(JOURNEY)	16.88	17.73	18.62	19.54	20.52
334	MAINTENANCE WORKER I(ENTRY)	14.70	15.43	16.21	17.01	17.87
335	MAINTANENCE WORKER II(JOURNEY)	16.88	17.73	18.62	19.54	20.52
339	STREET MAINT LEADWORKER	17.94	18.84	19.78	20.77	21.81
340	WASTEWATER LEADWORKER	17.94	18.84	19.78	20.77	21.81
341	WASTEWTR COLL WORKER I(ENTRY)	14.70	15.43	16.21	17.01	17.87
342	WASTEWTR COLL WORKER II(JOURN)	16.88	17.73	18.62	19.54	20.52
343	PLANNING TECHNICIAN	18.95	19.90	20.90	21.94	23.04



## **MEMORANDUM OF UNDERSTANDING**

### **PREAMBLE**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Council of the City of Santa Paula, hereinafter designated "City," and Service Employees International Union (SEIU) Local 721 hereinafter designated as "Union".

The City Manager, or his/her designee, is the representative of the City of Santa Paula in employer-employee relations as authorized by the City Council.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said bargaining unit; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Santa Paula.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Santa Paula. This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within the bargaining unit for the contract year 2015-16 commencing July 1, 2015 and concluding June 30, 2016.

### **UNDERSTANDING AND AGREEMENTS**

The following understandings and agreements shall not become effective until ratified by the City Council:

#### **1. EXCLUSIVE REPRESENTATION**

This memorandum covers employees in Local 721, "Nonmanagerial, Nonsworn, General Employment," as represented by the Union, which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

Whenever a person is hired in any of the job classifications covered by this memorandum, City agrees to notify such person that Union is the recognized employee organization for employees in that classification.

##### **1.1.1 Agency Shop**

Any employee whose job classification is identified in Appendix A, shall, within the first 30 days of such hire date as a condition of continued employment, either be required to join

the Union or pay the Union a service fee not to exceed the dues amount.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the union. Employees will be required to provide proof in a form of a letter from their pastor/minister of the bona fide religion, body or sect. However, those employees will be required to pay sums equal to the dues to non-religious, non-labor charitable funds exempt from taxation under the IRS code. Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the employee organization.

The Union shall hold the City harmless and shall fully and promptly reimburse the City for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the City or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the City.

### **1.1.2 Organizational Security/Union Dues**

Any employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the City during the term of the agreement; provided however that any employee in the unit may terminate such full Union dues during the period of December 21 and December 31 of each year of the agreement by notifying the Union of their termination of dues in writing with a letter or statement containing the following information: employee name, employee number, job classification and department name from which dues are to be cancelled. The Union will provide the City's Human Resources Division with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The service fee, per Article 1.1.1 shall remain in effect.

## **2. UNION RIGHTS**

- 2.1** SEIU designated members, selected by the Union, shall be entitled to an aggregate (combined) release time of no more than 80 paid hours of leave to attend Union training and seminars during the term of the MOU. Such time is in addition to time spent in meet and confer sessions with City representatives and is subject to a minimum, when possible, of ten days advance notice to the employee's Department Head or designee. Release time for SEIU members is subject to departmental organizational needs and will not be permitted without prior approval of the employee's Department Director or designee. The Union shall monitor the hours used by SEIU members to ensure that the 80 hours is not exceeded; the City shall create a payroll activity code (RHU) that designated employees shall use to properly code paid leave used for this purpose in the City's timekeeping system.

## **2.2 Labor-Management Meetings**

### **2.2.1 MOU Employee Representation**

The formally recognized employee organization may select not more than three (3) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation. The participation of additional employees is at the discretion of the employee organization (a maximum of two additional members) provided that they would not be eligible for compensation because the meeting in question was scheduled for the employees' non-work hours and provided also they would not be eligible for any compensation for their attendance. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives without loss of compensation. The employee organization must, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two (2) working days in advance of such meetings. Provided further: 1) that no employee representative may leave his or her duty or work station or assignment without specific approval of his supervisor, department head or other authorized City management official, and 2) that any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

### **2.2.2 Consultation**

During the term of this agreement, the City and Union agree that consultation meetings may contribute to improved employer-employee relations. Either party may request meetings. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party, a date, time and location of the requested meeting may be set. It is not intended that any such labor-management meetings be for discussion of issues handled under other provisions herein or other documents setting forth prescribed meeting procedures such as grievance or disciplinary procedures. Meeting attendees will be those that have been designated as union representatives as defined above.

## **2.3 Union Information**

Union materials provided by the Union will be provided to eligible employees as a part of the new orientation process. The Union will be responsible for supplying materials.

## **2.4 Union Bulletin Boards**

SEIU shall have a designated union bulletin board in every work facility or break room where represented employees work or congregate. The bulletin board and designated space shall not be less than 2' x 3' or more than 3' x 4'. A copy of all material to be displayed upon the bulletin board shall be provided to the Human Resources Manager. The locations of the bulletin boards shall include but not be limited to the following locations: Public Works-Water Yard, Corporation Yard and Engineering Administration Office; City Hall, Police Department, Community Development Building and Community Center. Material shall be signed and dated by a steward/leader or staff of

### **3. CITY RIGHTS**

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; withhold merit step salary increases related to job performance subject to the City's Personnel Rules and Regulations; determine the procedures and standard of selection for employment; promotion and transfer; direct employees, including scheduling and assigning work, work hours, and overtime as required in the manner most advantageous to the City. It is understood by the parties that every related duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee; establish employee performance standards and to require compliance therewith; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for, it being understood that it is not the City's intent to contract out any services currently being provided by employees in the representation unit; however, the City retains its management rights to investigate alternate options in the future; determine the content of job classifications; take all necessary actions to protect the public's health and safety and carry out its mission in emergencies; and exercise complete control and discretion over the technology of performing its work.

### **4. SALARY COMPENSATION**

#### **4.1 Salary Adjustments**

The City agrees to extend a cost of living adjustment (COLA) or any other monetary compensation during term of the contract, in the event that any other represented or unrepresented employee group (excluding Unit members of the Santa Paula Police Officer's Association and/or sworn-police personnel) negotiates such a benefit during the term of the contract.

##### **4.1.1 Merit Increase/Step Increase**

Merit/step increases will become effective on the actual anniversary date of the employee.

##### **4.1.2 Evaluations**

Performance evaluations shall be completed at least one week prior to the employee's anniversary date, but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, Department Head or the

Personnel Office. If the employee was entitled to a merit increase, said increase shall be retroactive to the employee's anniversary date.

#### **4.2 Salary Schedule**

Salary ranges effective during the period of this agreement shall be as set forth in Appendix A herein.

#### **4.3 Base Wages**

Base wages shall mean the hourly rate of pay earned by a unit employee within a salary range assigned by the City to the classification occupied by the employee. Base wages do not include educational incentive, overtime pay, standby pay, bilingual pay, cafeteria plan monies, or other additional payments earned by a Unit employee pursuant to this MOU. Base wages shall be calculated by dividing an employee's biweekly salary range by 80.

#### **4.4 Regular Rate of Pay**

A Unit employee's regular rate of pay shall be calculated according to the provisions of the FLSA. A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest quarter hour.

#### **4.5 Direct Deposit**

All employees hired after ratification of MOU, shall establish a direct deposit account in order to receive their paychecks.

### **5. HOURS OF WORK**

#### **5.1 Work Cycle**

In accordance with the Fair Labor Standards Act, the City's work cycle is a fixed and regularly recurring period of 168 consecutive hours, seven (7) consecutive twenty four (24) hour periods.

#### **5.2 Regular Work Day**

The normal daily work schedule (40 hour work week) for unit personnel is eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour unpaid meal break. Maintenance employees receive a half (1/2) hour unpaid meal break.

The regular working day of employees observing a 9/80 work schedule is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour; provided, the regular working day on alternate Fridays or other days, as determined by the department head, shall be eight (8) hours of work not to exceed nine (9) consecutive hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

The regular working day of employees observing a 4/10 work schedule is ten (10) hours of work within a period not to exceed 11 hours, interrupted by a lunch break of not less than one-half (1/2) hour, nor more than one (1) hour.

A Department Head, with the approval of the City Manager and after conferring with the affected employees, may institute alternate work schedules. For the term of this Memorandum and except for bona fide emergencies, such schedules shall not be altered without first completing the meet and confer process with the Union. However, should such a schedule be implemented, overtime will be paid for time worked in excess of the alternate work schedule hours and will not be based on an eight (8) hour work day. Affected unit personnel in the City will be placed on a flexible time schedule for work hours where this schedule does not affect customer service and is appropriate.

### **5.3 Rest Periods**

One (1) fifteen (15) minute rest break with pay shall be provided to Unit members for each four (4) hours of service, as scheduled by appropriate supervisor. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

### **5.4 Regular Work Period**

A regular work period for those employees on the 9/80 schedule shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternative work schedules.

### **5.5 Standard Hours and Days of Work**

The standard work week shall consist of five (5) days, Monday through Friday inclusive; the regular work day shall begin at 8 a.m. and end at 5 p.m. Unless otherwise approved by the department head, the regular work day' for employees observing a 9/80 schedule shall begin at 7:30 a.m. and end at 5:30 p.m. on those days when the regular working day is nine (9) hours of work. The standard work week for employees observing a 4/10 schedule shall be as determined by the department head. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employees shall be as established in writing by the City Manager.

## **6. OVERTIME**

### **6.1 Overtime Definition**

Overtime is defined as all hours worked in excess of an employee's regularly scheduled workday or workweek. For purposes of determining OT, hours worked shall include paid time off for holidays, compensatory time off, vacation leave, jury duty and bereavement leave, but not sick leave or leave without pay. Overtime will be paid in compliance with the FLSA at a rate of one and one-half (1 ½) times the employee's regular rate of pay or a

unit employee may choose in lieu of cash payment to be compensated for OT by the accumulation of compensatory time, at the rate of one and one-half (1 ½) hour's compensatory time for each overtime hour actually worked. Hours worked will also not include sick leave or leave without pay for the purpose of calculating compensatory time. A maximum of forty hours of compensatory time may be accrued in a calendar year.

## **6.2 Standby**

Employees who the City expressly requires to remain available for contact and call-out for emergency call back, at times that the employee is not otherwise scheduled to be nor are on duty, shall be paid an additional salary of \$2.00 per hour on Saturdays, Sundays, City holidays, employee's flex day, and Fridays after their regularly schedule time stops and \$1.00 for all other periods for the hours that the employee remained available. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay. Employee's on-call hours shall not constitute hours worked under the Fair Labor Standards Act.

The City has the exclusive right to determine the need for standby and time of standby. Employees will be required to carry and utilize a City-issued pager or cellular telephone while on standby status.

## **6.3 Callback**

Employees who have completed a full shift and are called back for emergency overtime work, or are called back for emergency overtime work while on standby status, shall be paid at the rate of one and one half (1 ½) times the regular rate for all subsequent hours worked or a minimum of two (2) hours pay, whichever is greater. The "minimum of two hours pay" includes all call backs occurring within the two hour minimum period; therefore the "minimum of two hours pay" is not compensated on a "per occurrence" basis. No employee shall be paid for call back and standby pay simultaneously. This means that no employee shall be paid "stand by" pay at the same time that they are collecting "call back" pay.

The City has the exclusive right to determine the need for call back and the time of call back.

## **6.4 Limitation of Overtime**

It is the policy of the City to keep all overtime usage to a minimum. This policy extends to all varieties of overtime usage including holdover, callback and standby. Prior written authorization of the Department Head must be secured and communicated to the employee.

In an emergency, if it is impossible or impractical to secure advance authorization from the Department Head, the supervisor may authorize paid overtime subject to ratification by the Department Head.

Overtime shall be compensated to the nearest quarter hour (fifteen-15) minutes. This shall apply to accumulation of all overtime during a work week.

## **6.5 Special Events**

Employees who work special events sponsored by the City, including the Citrus Festival and Santa Paula Beautiful, may elect to earn compensatory time in lieu of overtime for hours worked exceeding the employee's regularly scheduled workweek, subject to the forty (40) hour compensatory time accumulation per calendar year and the limitations on overtime specified in Section 6.1.

## **7. SHIFT DIFFERENTIALS**

### **7.1 Shift Differential**

Maintenance Personnel who are continuously and regularly assigned to a schedule of work which requires not less than fifty percent (50%) of their shift between the hours of 6:00 p.m. and 8:00 a.m. will be paid a shift differential at a rate set (5%) above his or her then current base monthly step for the period assigned to the qualifying shift. The shift differential will only be payable for shifts actually worked. Overtime and workers compensation calculations will be determined in accordance with the provisions of the FLSA.

#### **7.1.1 Flex Time**

Employees on flex time or who work between the hours of 5 p.m. and 8 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

Employees who work a 9/80 schedule and are on flex time or work between the hours of 6:00 p.m. and 7:00 a.m. for their own convenience and who are not assigned to do so by their supervisor are not eligible for shift differential.

### **7.2 Work In Higher Class**

An employee who is assigned to work in a higher position, 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive working hours of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least seven consecutive working days in the future Acting assignments.

The employee shall receive the salary rate of the higher class in which he or she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification, which will assure an increase of not less than five percent greater than the salary of his or her current salary step, but in no case shall such salary exceed the top salary step of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer following recommendation by the affected department head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the department head.

## **8. OTHER COMPENSATION AND BENEFITS**

### **8.1 Tuition Reimbursement**

Tuition reimbursement may be made up to \$1,500 per fiscal year in accordance with established City policy. It is the City's desire to encourage employees to further their education in order to excel in their profession. For this reason, the City Manager may authorize employees to take courses during the employee's normal work day for a limited duration, if alternate classes are not available (e.g. night classes not offered). All requests must first be made through the Department Head and forwarded to the City Manager for final approval prior to commencing the course. All approvals will be based on staffing levels of the department and affect of city operations.

### **8.2 Uniform Allowance**

Beginning July 1, 2011, Unit employees in a Public Works and Community Services Maintenance classification (including Mechanics and Water personnel), Building Inspector, Records Clerk and Animal Control Officer covered by the agreement who is required to have and maintain a uniform shall receive an allowance in the amount of \$18.33 bi-weekly (\$476.58 annually) to be used exclusively for the purchase of work trousers and maintenance of uniforms (laundry, repairs, etc.). Unit employees must abide by department uniform standards when purchasing trousers. The City will continue to supply shirts to employees on an as needed basis, not to exceed seven (7) shirts for Public Works and Community Services employees and five (5) shirts for all other classifications in a fiscal year. Repair and/or replacement of uniforms and equipment damaged or destroyed in the performance of official duty will be paid by the City. The employee will be responsible for the cost of repair and/or replacement of uniforms and equipment damaged as a result of negligence or wear. The Public Works Director or designee for Public Works positions and the Fire Chief or designee for Fire Department positions will make a complete investigation of each incident and will submit findings and recommendations, including the recommended amount of repayment to the City Manager. Employees are permitted to use City uniforms and equipment only while on the official duty of the City.

Non-prescription safety glasses, gloves, vests, hard hats, jackets, hats and ear protection will be distributed by the Department Head on an as needed basis.

Public Works Maintenance (including Mechanics), Water Distribution, Water Operations personnel, and the Engineering Technician/Inspector will be issued a purchase requisition not to exceed the amount of Two hundred dollars (\$200.00) to a vendor selected by the City when replacement prescription safety glasses are required, employees may also go to his/her own optometrist and submit a request for reimbursement through the Finance Department. Specifications will be determined by the City. One (1) pair of safety glasses will be provided as required every two years. Public Works Maintenance (including Mechanics), Water Distribution and Water Operations personnel, and the Engineering Technician/Inspector may request additional prescription safety glasses, provided they submit a written request to the Department Head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final

approval. Eye examinations are the responsibility of the employee.

### **8.2.1 City Contribution-Safety Boots**

All represented employees required to wear safety boots as determined by the department head will be issued a purchase requisition in the amount of two hundred dollars (\$200.00) to a vendor selected by the City when replacement safety boots are required. Any remaining balance of the safety boot reimbursement may also be used towards the purchase of a second pair of safety boots. Employee will be responsible for any amount beyond the annual allotted amount of \$200.00. Employee will be responsible for paying the second pair of safety boots and submitting a request for reimbursement through the Finance Department.

The safety boot reimbursement can be used to resole City provided safety boots and purchase safety boot accessories, including work socks, laces, insoles, waterproofing and/or care kits. Safety boot specifications will be determined by the City. One (1) pair of safety boots will be provided as required between July 1 and June 30<sup>th</sup>. All represented employees required to wear safety boots may request one (1) additional pair of safety boots, provided they submit a written request to the department head who will conduct a complete investigation and will submit findings and recommendations to the City Manager for final approval.

### **8.3 Bilingual Pay**

To recognize those employees who are able to communicate effectively with members of our community who speak primarily Spanish. The program is one of many ways our City Council encourages employees to provide the best customer service possible to our community. Effective January 1, 2009, all eligible employees will receive \$650 per year (\$25.00 per pay period.)

### **8.4 Emergency Disasters**

Employees will be required to mark "overtime" versus "comp time" on their time sheets, when working during an emergency disaster. This change allows the City to be reimbursed through FEMA for employees' work time.

### **8.5 Certificates and License**

Effective January 1, 2014 the City shall pay for the initial examination and renewal of the following certificates, licenses, or endorsements on a reimbursement basis, upon receipt of original certificates, licenses, or endorsement:

1. Wastewater Treatment Certification Grades Operator in Training (OIT), I, II, III and IV issued by the California State Water Resources Control Board for Wastewater Treatment Plant Operators, Grades I, II, and III as required by job description.

2. State of California Department of Motor Vehicles Class "A" or "B" licenses as required and approved by the Department Head (including the cost of required physical examination).
3. Water Treatment Certification Grades T1, T2, T3, T4 and T5 issued by the California Department of Public Health as required by the job description.
4. Distribution System Certification Grades D1, D2, D3, D4 and D5 issued by the California Department of Public Health as required by the job description.
5. Certified Unified Program Agencies (CUPA) as required by the job description.

## **9. HOLIDAYS**

### **9.1 Holiday Listing**

On January 1st of each year and on July 1st of each year, unit personnel receive a Holiday Leave Bank of 54 hours paid at straight time to be used for holidays. For those unit personnel on flexible work schedules and who are already scheduled a "flex day" on the holiday, and for those employees who are not on flexible work schedules and work an eight (8) hour day, the extra hours in the Holiday Leave Bank would become floating holiday hours to be scheduled for to be scheduled for use throughout the year with the approval of their supervisor. The banked holiday hours may be used for any purpose that vacation; sick and compensatory leave may be used for, as long as prior approval is gained from the supervisor.

Any extra hours not used by the end of the calendar year would be carried over for ninety (90) days. If the employee does not use the hours by that date, they lose the carryover hours. The Holiday Leave Bank hours do not have a cash value.

If a holiday is worked, unit personnel receive pay at the overtime rate for all hours worked, in addition to straight time holiday pay. If an employee decides to use all the holiday leave bank which results in not having any holiday leave available for holidays, then the employee would then have to use vacation leave, compensatory leave, or leave without pay (according to the adopted leave without pay procedures) to cover time off on holidays where the City was closed. Employees would not have the option of working when the City was closed for a holiday if they did not have any time of leave time available. The following days are considered holidays:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day- November 11th
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day - December 25

## Two (2) floating holidays

Employees hired between the holiday allocation periods will receive the holiday bank in accordance with allocation for that period, less any holiday (at 9 hours per holiday) that have already been observed.

The City will grant 4.5 hours off on Christmas Eve afternoon and 4.5 hours off on New Years Eve afternoon to employees who are on duty on those days, when these holidays fall on regularly scheduled work days. The City will not grant these hours to employees who are in a leave status. These hours are not part of the Holiday Bank and cannot be carried over to another work day. The intent is to close the City and give employees who actually worked the first 4.5 hours of the day the afternoons off to spend with their families. Such time off will be granted only on those half days when otherwise required to work, allowing staff to leave early if it is a workday, not carry over to another day.

## 10. VACATION

### 10.1 Vacation Entitlement

Vacation Leave accrual is prorated hourly as earned. Effective January 1, 2006, an employee may accumulate up to a maximum of two-hundred sixty (260) hours accrued Vacation Leave as of the end of the pay period that includes December 31 of each calendar year and any employee who has accrued the maximum amount of vacation will not accrue any more vacation until their balance is below two-hundred sixty (260) hours. Annual accrual rates for employees with continuous years of service are as follows:

Less than five years:	96 hours
Five years, but less than ten years:	120 hours
Ten years, but less than fifteen years:	144 hours
Fifteen, but less than twenty-one years:	160 hours
Twenty-one years:	168 hours
Twenty-two years:	176 hours
Twenty-three years:	184 hours
Twenty-four years:	192 hours
Twenty-five or more years:	200 hours

#### 10.1.1

All use of Vacation Leave shall be at such time as approved by the employee's Supervisor or Department Head. Use of Vacation Leave shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the Department. For the efficiency and effectiveness of City services, Supervisors or Department Heads may assign the use of Vacation Leave and designate when it will be taken. All requests for use of Vacation Leave must be approved by the Supervisor or Department Head in writing prior to the commencement of the requested use on a form provided by the Personnel Office. Completed forms are to be forwarded to the Personnel Office only after being utilized by the Department Head or Supervisor to verify timesheets.

### **10.1.2**

Vacation Leave will not accrue while an employee is on Leave of Absence without Pay. Accumulated and unused Vacation Leave may be used to supplement Sick Leave if the employee has exhausted Sick Leave accruals. Paid holidays occurring during vacation are not charged to Vacation Leave. If an employee on vacation becomes sick, Sick Leave may be substituted subject to the approval of the Supervisor or Department Head. If the request is denied, reason must be given in writing at time of denial.

If an employee transfers from one department within the City to another, the Vacation Leave credits shall also be transferred.

## **10.2 General Provisions**

### **10.2.1 Vacation Credit**

An employee shall begin accruing vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned on a biweekly basis. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this agreement.

### **10.2.2 Vacation Usage**

The times during which an employee may take vacation shall be as approved by the Supervisor, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year. A Department Head may also approve vacation if the employee's Supervisor is unavailable or if the employee's immediate supervisor is a Department Head. In the event that an employee requests, but is repeatedly denied vacation, and if such denial would cause the employee to exceed the 260 hour limit, the City Manager may temporarily increase the vacation limit until a mutually agreed upon vacation can be scheduled.

### **10.2.3 Vacation Schedule**

In the scheduling of employee vacations, Supervisors will give first consideration to the employee's choice. In the event of a conflict or a dispute among employees, reasonable recognition of seniority and annual rotation will be used to resolve such conflict or dispute. Authorization of use of any vacation time shall continue to be subject to organizational needs.

### **10.2.4 Effect of Termination on Vacation**

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee's service with the City, he/she shall be paid a lump sum for all accrued, but unused, vacation hours.

### **10.2.5 Status Report of Accrued Vacation Leave**

The City will provide regularly to each employee on his/her paycheck stub an official record of his/her accrued vacation leave. Verification of an employee's official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

### **10.3 Vacation Buyback**

Unit employees may sell up to forty (40) hours of vacation leave and/or comp leave in December subject to the following conditions:

1. Employee must have taken a minimum of forty (40) hours of vacation leave during the period November 1st - October 31st prior to submitting the request.
2. Employee must maintain a minimum balance of 120 hours of vacation leave after submitting the request.
3. Employee must submit request form to Human Resources Manager by October 31st, with payment to be made the first pay period of December. Forms will be available in the City's "O" drive and/or through the Human Resources Office.

## **11. SICK LEAVE**

### **11.1 General**

#### **11.1.1 Entitlement**

Employees hired after October 1, 1988 receive no payment of sick leave at termination. As a part of the City's Sick Leave Incentive Program, employees will receive pay credit based upon sick leave usage from the beginning of the pay period paid first in November, to the end of the pay period paid last in October, for yearly usage according to the following schedule. Payment is made with the first payday of December.

Sick leave hours no longer have cash value pursuant to the City's Personnel Rules and Regulations. Employees will not be subject to any maximum on sick leave accruals. Accumulated sick leave will be credited to employee's length of service upon retirement from the City of Santa Paula and will become a part of the calculation upon which PERS retirement benefits are established.

Sick Leave Incentive Schedule

<u>Total Sick Leave Used</u>	<u>Additional</u>
<u>Pay</u>	
Not Over:	
0 hours	24 hours
2 hours	16 hours
4 hours	15 hours
6 hours	14 hours
8 hours	13 hours
10 hours	12 hours
12 hours	11 hours
14 hours	10 hours
16 hours	9 hours
18 hours	8 hours
20 hours	7 hours
22 hours	6 hours
24 hours	5 hours
26 hours	4 hours
28 hours	3 hours
30 hours	2 hours
32 hours	1 hour

Newly hired employees who have not worked a full year will have their additional credit prorated based on their length of service. Employees who terminate prior to the end of the plan will not receive any of this benefit. Employees out on industrial leave for a period of thirty (30) consecutive days will not be eligible for the sick leave incentive pay.

**11.1.2 Usage**

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to

work, the employee shall complete and submit the "City's Absence and Leave Affidavit" to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's physician at no cost to the employee.

### **11.1.3 Over 3-Day Absence**

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

## **11.2 Leave Transfer**

Unit employees will have the ability to transfer earned leave bank (vacation and/or comp) to other employees in Units participating in this program, subject to the following conditions:

1. No one can, by use of this transfer, reduce his or her accrued vacation and sick leave to less than 40.0 hours in each bank.
2. All such transfers shall be approved by the Personnel Officer or his/her designee.
3. All transfers shall be anonymous to the transferee.

The Personnel Officer shall determine the amount of leave, if any, which an employee may receive under this section. Employees wishing to donate leave must do so in writing to the Personnel Officer. Donated leave shall be utilized in the order of receipt by the Personnel Officer, and will be converted to sick leave for the employee's use for the defined purpose only. The amount of leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the Personnel Officer or designee finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

## **11.3 Bereavement and Special Sick Leave**

Leave with pay up to five (5) working days per incident of death and serious illness shall be granted by the Department Head in case of the death or serious illness of a mother, father, mother-in-law, father-in-law, spouse, sister, brother, son, daughter or domestic partner of the unit member or grandparent or grandchild of the unit member or his/her spouse, aunt, uncle, cousin, niece, nephew daughter-in-law, son-in-law or brother-in-law. Also applies to persons related by blood or marriage residing in an employee's home.

Bereavement leave or special sick leave, in case of death or serious illness of other persons, may be granted only upon approval of the City Manager.

#### **11.4 Prenatal Leave**

Sick leave up to the limit of accumulated sick leave time shall be granted for pregnancy and normal recovery from childbirth. Additional time away from work, to care for newly born or newly adopted child, up to a total of six (6) months (which does not qualify as sick leave), will be treated as leave without pay once all other accrued leave has been utilized. Nothing herein is intended to waive other rights as defined by law or order by a State Commission.

#### **11.5 Paternity Leave**

A maximum of five (5) days leave with pay shall be granted to Unit members for the purpose of preparation for and care of a newly born or newly adopted child. Paternity leave shall be charged against accumulated sick leave. Nothing herein is intended to waive other rights as defined by law or order by a State Commission.

#### **11.6 Exceptions**

Sick leave pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement herein has not been authorized).

#### **11.7 Exhaustion of Sick Leave**

When an employee is on sick leave status and such sick leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

#### **11.8 Doctor/Dentist Visits**

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

### **12. INDUSTRIAL ACCIDENT LEAVE**

When an employee sustains an accident which results in an injury or illness arising out of and in the cause of employment which is compensable under the State Workers' Compensation Act and which injury or illness necessitates the employee's absence from work, the first three (3) calendar days of such absence shall be deemed to be Industrial Leave and the employee shall receive his/her regular salary for any regularly scheduled work days occurring within the three (3) day period following the date of such injury or illness, providing the injury or illness was not due to the employee's gross negligence or and that such absence from work is substantiated by a statement of a licensed physician certifying that the nature of the illness or injury is sufficiently sever to require the employee to be absent from his/her responsibilities for a rehabilitative period. (Wages for the day of the injury will be paid for the regularly scheduled hours worked and is not a day of absence for leave purposes.)

If the employee is not able to return to work after three (3) calendar days of Industrial Leave

following the day of the injury or illness, the employee shall then be eligible leave under the

Family Medical Leave Act (FMLA), if qualified. The employee is permitted the option of taking leave without pay from the City while receiving those benefits allowed by the provisions of the State Workers' Compensation Act, or the employee may integrate his/her accumulated Sick Leave or Vacation Leave to his/her credit, with temporary disability benefits paid under the State Workers Compensation Act. In no instance shall an employee receive dual compensation from the City and the Workers' Compensation Insurance Fund.

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. The pre-designated medical provider must meet the requirements of CCC §9783 and agree to treat the employee for work related injuries. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. If treatment is required on an emergency basis, and obtained from a non-City provider, the employee's follow-up medical care will transfer to a provider designated by the City. The employee agrees to keep all medical appointments and follow prescribed treatment plan restrictions for both work and personal activities. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense. If the employee is still in need of medical care thirty (30) days after the work related and reported injury, the employee has the right to be treated by a doctor of his/her choice.

All medical appointments related to industrial injuries must be scheduled during working hours. Overtime compensation will not be available for medical appointments related to industrial injuries that are not scheduled during non-work hours.

### **12.1 Modified Duty**

City and Union agree to the Modified Duty policy as stated in the Personnel Rules and Regulations, Rule 3.4.F that all modified duty need not be necessarily confined to the employee's department. After a review of the doctor's release to return to work, the employee's capabilities and the needs of the City may result in assignment to another Department.

## **13. SPECIAL LEAVE**

### **13.1 Miscellaneous Leave With Pay**

An employee shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness in a City matter; or
3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Paid leaves of absence will not apply if an absence for any of the above reasons falls on a day

which is not a regularly scheduled work day, including flex days off.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

Employees who appear in court as a plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work, unless that time is previously approved in writing for the use of accumulated paid leave, except sick leave. Eligible employees may be allowed unpaid time off or use vacation leave, administrative leave, or compensatory time if summoned to appear in court as a witness in a non-City matter.

### **13.2 Leave of Absence Without Pay**

The City Manager or designee may grant a full time regular employee a leave of absence without pay not to exceed one (1) year for non-medical purposes. Such leaves may be granted after vacation, administrative leave, holiday leave/bank, and compensatory leave accruals have been exhausted. Sick leave accruals may not be used for non-medical leaves.

Under no circumstances, unless approved by the Personnel Officer, may an employee use a leave of absence without pay for the purposes of working for another employer or to pursue self-employment.

### **13.3 Family Care and Medical Leave**

Family leave shall be as identified in the City's Personnel Rules and Regulations entitled "Medical Leave," Section 7.7.

## **14. BENEFITS AND INSURANCE**

### **14.1 City Contribution**

The City provides a monthly contribution to each eligible member of the unit to be used towards the Cafeteria Benefit Plan. These funds are to be used for eligible insurance plans included within the Cafeteria Plan or an individual account administered by the City. Cafeteria Plan options include health, dental, group term life, and supplemental disability and accident insurance and deferred compensation (IRS 457).

The City shall provide \$914.60 per month (\$457.30 paid for the 1<sup>st</sup> and 2<sup>nd</sup> pay periods of each month) benefit contribution toward each full-time member of the unit.

All employees must enroll in an available City health program unless they submit to the City both proof of health coverage and a signed health insurance waiver. Employees who fail to complete both requirements will not be allowed to utilize their Cafeteria Benefit Plan contributions for any other eligible plans. During the Open Enrollment periods only, the City reserves the right to require an employee to provide annual recertification of outside health coverage in order to continue to receive the cafeteria benefit. The City agrees to meet annually with SEIU prior to the City's Open Enrollment period to discuss any changes to the design of any health plans, including anticipated changes in premiums.

### **14.2 Eligibility**

When an employee commences work with the City, his/her benefit distribution selection shall become effective the first of the month following date of employment. Deductions for benefits shall be made one month in advance for which coverage is provided.

### **14.3 Selection**

Employees will choose from available health insurance programs and/or health and dental plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

### **14.4 Enrollment**

The times at which enrollment in or withdrawal from the non-mandatory disability income insurance plan is authorized shall be established by City policy subject to requirements of the insurance carriers.

### **14.5 IRS Section 125 Plan**

The City provides the IRS Section 125 Flexible Benefits Plan on a Citywide basis to all full-time regular employees. The City agrees to provide payroll deductions for participating employees, and make appropriate disbursements to the plan administrators. Selection of the plan administrator is the responsibility of the City. The City reserves the right to discontinue the Flexible Spending Plan program at the conclusion of the Plan year on October 31<sup>st</sup>, if there is insufficient Citywide employee participation to break even on administrative costs. In the current FSA Plan year, November 1<sup>st</sup> to October 31<sup>st</sup>, the City will pay the annual fee and the enrolled monthly employee administrative fee. Should fewer than ten employees Citywide sign-up for an FSA for the new plan year beginning November 1<sup>st</sup> of each Plan year, the City reserves the right to discontinue its participation in the Plan. The City shall provide a minimum of thirty (30) days notice to the Union prior to the effective date of any planned discontinuation of the IRS Section 125 Flexible Benefits Plan.

## **15. RETIREMENT**

### **15.1 PERS Plan**

The City shall provide for employee retirement benefits through participation in the Public Employee's Retirement System (PERS) as follows:

1. The City shall provide the PERS two and a half (2.5) percent at fifty-five (55) Local Miscellaneous Members Retirement Program (Government Code Section 21354.4), plus Level III 1959 Survivors Benefits (Government Code Section 21573), plus 1959 Survivor Benefits to Surviving Spouse at Age 60 (Government Code Section 21580), plus Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (Government Code Section 21551), plus one (1) year final compensation benefit (Government Code Section 20042).
2. The City shall provide the PERS two (2) percent at fifty-five (55) for Local Miscellaneous

Members Retirement Program for new employees hired after March 20, 2006.

3. New employees hired to the SEIU 721 bargaining unit on or after January 1, 2013 will be subject to the provisions of the Public Employee's Pension Reform Act of 2013 (PEPRA), including any subsequent legislation or court rulings.

## **15.2 Contribution to PERS**

In order to implement the deferred compensation benefits of Internal Revenue Code Section 414 (h) (2), unit salaries were increased six and half percent (6<sup>1</sup>/<sub>2</sub> %) in October 1988 in lieu of the City pickup of the retirement contribution.

Should any state or federal agency alter the current income tax treatment of the City's PERS pickup, the consequences of such action will be the sole responsibility of the affected employees and will in no way alter any obligation of the City toward such employees.

Effective January 1, 2008, the City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to one (1%) of the wages upon which employee's retirement contributions are computed. This payment shall not be considered salary by the City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.

The City acknowledges that paying the employee's full share of the PERS contribution is an important item; however, the City currently does not have the financial resources to do so at this time. The City will evaluate its ability to make such additional contributions in future negotiations.

## **16. WORKING CONDITIONS**

### **16.1 Safe Working Conditions**

The City shall provide safe working conditions for all Unit members as required by law. The City has established an Injury and Illness Prevention Program (IIPP). One of the objectives of this policy is to meet on a quarterly basis with General Safety Committee. The Union is authorized to have one member representative (and one alternate) to serve on the General Safety Committee. The Union will be responsible for providing the names of the member and one alternate to the City.

### **16.2 Work Site Safety Practices**

Unit members shall cooperate with management in maintaining good work site safety practices in all facilities.

### **16.3 Reporting Unsafe Conditions**

Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy.

### **16.4 Investigations**

The City will investigate such reports and take appropriate action to correct conditions found to be unsafe or unhealthy.

### **16.5 Safety Equipment**

The City will provide all necessary safety equipment as required by Section 6401 of the State Labor Codes, subject to any applicable legislation or judicial interpretation of that statute during the term of this Agreement.

### **16.6 Orientation Period**

The orientation period of newly hired employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the City Manager, the probationary period for a newly hired employee may be extended for up to an additional six (6) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. The probationary period for promoted employees shall be six (6) months of paid service. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

### **16.7 Layoff Procedure**

Layoff procedures were adopted by the City Council as a citywide effort to provide a means to determine which employees are to be demoted or laid off when a reduction in force occurs. Layoff procedures are not exclusive to any bargaining unit, and are referenced in the Santa Paula Municipal Code (SPMC) §33.12. The City agrees to meet with SEIU to discuss any changes in layoff procedures prior to amending §33.12 of the SPMC.

The City may, after such consultation with the affected Union and bargaining units as may be required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced that will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.

- a. Definitions. These definitions apply for purposes of layoff, displacement and reemployment:
  1. SENIORITY - CITY SERVICE (“City Seniority”). The total continuous service in regular or probationary City employment including all positions held in the City work force. City of Santa Paula Paid-Call Fire Service experience is excluded in calculating City Seniority.
  2. SENIORITY - CLASSIFICATION LENGTH OF SERVICE. (“Classification Seniority”) The total period of time (does not need to be continuous) an employee has been in a particular classification as a regular or probationary employee.
  3. SENIORITY - FLEXIBLE STAFFING. For purposes of layoff and displacement, flexibly staffed classifications are considered as one classification.

- b. Notification.
1. Once the City has determined a preliminary plan for “Lay Off”, the City will notify the affected Unions and bargaining units and the City of Santa Paula will meet to discuss the impact this proposed plan will have on bargaining unit employees.
  2. All regular City employees to be laid off will be given written notice from the Human Resources Department of the effective layoff date no less than fifteen (15) calendar days prior to the effective date. The City will provide a copy of the notice to the affected Union or bargaining unit via hand delivery or certified mail.
  3. The written notice must inform the employee of applicable displacement and priority reemployment rights.
- c. Reduction in Force. Once the classifications to be reduced have been identified, the reductions shall be by inverse seniority order within the groupings below in the following sequence:
1. Temporary employees in the identified classifications must be terminated.
  2. Provisional employees in the identified classifications must be terminated.
  3. Employees serving an initial probationary period in the identified classification must be terminated.

The Human Resources Manager must then determine the employee(s) to be laid off. Layoffs must be in the following order:

4. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff have had their merit increase withheld for reasons of “unsatisfactory” or “not effective” job performance.
5. Regular employees who within the twenty-six (26) pay periods immediately prior to the effective date of layoff received an overall “unsatisfactory” or “not effective” job performance evaluation (overall “not effective” is considered a summary rating of below 2.0 on evaluation form).
6. Regular employees with the least classification seniority.
7. If there are two or more employees to be laid off who have identical classification seniority, the order of layoff will be by City Seniority. If such City Seniority is also identical, layoff must be determined by drawing

of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

- d. Exceptions to Layoff Seniority: Whenever the Human Resources Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Human Resources Manager may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representatives of the recognized employee associations.
  
- e. Displacement Rights (Bumping):
  1. Regular employees who are designated to be laid off and have held regular status in a previously held classification may demote into a vacant position or may displace employees in the previously held classification provided that the employee exercising the displacement privilege has greater City Seniority than the incumbent in the classification to which the employee is bumping and meets the current job requirements and any special skills required of the position. If the employee designated to be laid off has not held regular status in a previously held classification, then no displacement rights accrue to that individual.
  2. Employees being displaced must be displaced in the same order as specified in Section c - Reduction in Force.
  3. An employee must exercise displacement privileges within five (5) working days after receipt of a notice of layoff, by written notice to the Human Resources Manager. If displacement privileges are not exercised within the specified time period, they are automatically forfeited.
  
- f. Demotions in lieu of Layoff.
  1. An employee designated for layoff must be demoted into a vacant lower classification for which he/she has not held regular status if the following conditions are met:
    - a. The employee requests or otherwise agrees to the demotion,
    - b. The employee meets the minimum qualifications of the lower position, and
    - c. The City Manager concurs with the proposed action.

- d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request demotion into the Fire Department in a sworn position.
- e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request demotion into the Police Department in a sworn position.
- f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request demotion to the same position, the order of eligibility of demotion will be by City Seniority. If City Seniority is identical, demotion entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person's final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.

- 2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the base wage is within the range of the lower position. If this is not the case, the rate of pay must be within the salary range of the lower position which is closest to the rate of pay prior to demotion (see Rule 3.4(c) of the City's Personnel Rules and Regulations).
- 3. An employee must accept a demotion within five (5) working days after receipt of a notice of demotion, by written notice to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to demote.

g. Transfers in lieu of Layoff.

- 1. An employee designated for layoff must be transferred to a vacant authorized position with the same maximum salary grade/range if the following conditions are met:
  - a. The employee requests or otherwise agrees to the transfer,
  - b. The employee meets the minimum qualifications of the position, and
  - c. The City Manager concurs with the proposed action.
- d. Employees who are not currently serving in the Fire Department in a sworn position at the time of layoff may not request transfer into the Fire Department in a sworn position.
- e. Employees who are not currently serving in the Police Department in a sworn position at the time of the layoff may not request transfer into the Police Department in a sworn position.

- f. If there are two or more employees who meet the eligibility requirements specified in a – e above, and request transfer to the same position, the order of eligibility for transfer will be by City Seniority. If City Seniority is identical, transfer entitlement must be determined by drawing of lots. For Fire Department employees only, in the event of a tie, the tie breaker will be the person’s final examination score on the certified eligibility list that determined their classification/rank. Any additional criteria as to seniority for Fire employees will be at the discretion of the Fire Chief.
      2. Employees who are transferred will be paid at the base wage equal to the base wage prior to transfer.
      3. An employee must accept a transfer within five (5) working days after notice of transfer is given, in writing to the Human Resources Manager. If acceptance is not exercised within the specified time period, an employee will automatically forfeit the ability to transfer.
- h. Reemployment List for Demoted Employees.
  1. Employees who are demoted in lieu of layoff must have their names placed on a Reemployment List(s) for Demoted Employees. Employees must have their name placed on lists for classifications at the same or lower salary grade/range in the same classification series as the classification held at the time of the demotion or any classification in which the employee held regular status. Vacant positions within a classification series shall be first offered to employees on these lists.
  2. Eligible employees will be placed on and selected off eligibility lists in the following order.
    - i. Employees with the greatest Classification Seniority. When the Classification Seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.
- i. Reemployment List For Laid Off Employees.
  1. Employees who are laid off and who held regular status at the time of layoff must have their names placed on a Reemployment List for each classification in which they previously held regular status and for classifications at the same or lower salary grade/range for which they meet minimum qualifications. Vacant positions in such classifications will be offered to eligible on the Reemployment List who qualify for such vacancies after employees on the Reemployment List for Demoted

Employees and prior to an open or promotional recruitment for the vacancy.

2. Eligible employees will be placed on and selected off the list in the following order:
  - i. Employees with the greatest classification series seniority. When the classification series seniority is equal, the Human Resources Department must notify all those on the reemployment list with equal seniority of the reemployment opportunity and if reemployment interest is expressed, they will be interviewed and considered to fill the vacancy.
  - j. Duration of Reemployment Lists. The eligibility of the individual on the Reemployment Lists must extend for a period of one (1) year from the date of demotion or layoff. The reemployment list may be extended beyond one year based on the needs of the City as approved by the City Manager. Eligibles not responding to written notification of an opening within five (5) working days of receipt of notification must have their names removed from the Reemployment List. Eligibles that refuse an offer of reemployment to the same classification (or equal classification) that they held at the time of layoff must have their names removed from the Reemployment List for that classification and all classifications at the same or lower salary grade/range. Once a person on a reemployment list is reinstated to a regular position as a result of his or her reemployment rights, his or her name will be removed from the reemployment list for the classification to which he or she was reinstated and from all reemployment lists for classifications at the same or lower salary range of the classification in which he or she was reinstated. A list outlining the person's status on all reemployment lists will be incorporated in the notice of the reemployment opportunity.
  - k. Restoration of Benefits Upon Reemployment Following a Reduction in Force. Upon reemployment following a reduction in force, an individual will have the following benefits restored:
    1. Prior sick leave balances and accrual rate at time of layoff.
    2. Classification Seniority at time of layoff for purposes of determining merit increases and future reduction in force. City Seniority at the time of layoff for purposes of determining vacation leave accruals and future reduction in force.
    3. No probationary period will apply upon reemployment or reappointment, in the case of demoted or laid off employees, unless the employee has never held regular status within the classification series for the classification the employee is appointed to.

1. Non-Discrimination in Reduction in Force. Layoffs and demotions which result from a reduction in force must be made without impermissible consideration being given to an employee's race, color, religious belief, national origin/ancestry, ethnicity, gender, marital status, sexual orientation, age, disability (physical or mental), medical condition or union membership or lack thereof.

m. Due Process Procedures

1. Pre-Layoff Procedural Due Process

a.) A regular employee will be provided the following safeguards prior to the implementation of a lay off:

1. A written notice of the proposed lay off;
2. The reasons for the proposed lay off;
3. The right to respond to the proposed layoff orally, in writing, or both to the applicable department head within seven (7) calendar days from the date of the written notice.

b.) The Department Head must consider the employee's oral and/or written response and may render a reply with comments in writing within seven (7) calendar days after receiving the employee's response.

2. Post-Layoff Procedural Due Process

If a regular employee believes the layoff is a pretext for discipline or in retaliation of protected activity, the employee has the right to request an appeal hearing with the Personnel Officer or his or her designee. The issue to be decided in the appeal hearing is limited to whether or not the layoff is a pretext for discipline or in retaliation for the protected activity and not based upon grounds such as a lack of work or appropriations of monies, or other reasons not related to fault, delinquency or misconduct on the part of the employee. The Employee has the burden of proof on that issue.

### **16.8 Cooling-Off Period**

If an employee resigns from employment with the City, the City Manager or his or her designee may choose to make the resignation effective immediately regardless of any advance notice which may be provided by the employee. However, such an employee will be allowed a "cooling off" period of two working days within which to rescind their resignation. An employee who wishes to rescind his or her resignation must do so in writing and the writing must be delivered to the City Manager by the close of business on the second business day of the "cooling off" period. An employee who timely rescinds his or her resignation during the "cooling off" period shall not be considered to have been separated and shall be treated as if there was no break in service. Any time during which such an employee is absent from work as a result of resigning shall be unpaid.

## **17. DRUG AND ALCOHOL TESTING**

The City must comply with Federal requirements on random drug and alcohol testing. City will continue to enforce the adopted City policy. Drug and alcohol testing will be conducted to ensure compliance with the City's Drug and Alcohol Policy, Personnel Rules and Regulations, Section 2.5; the Federal Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing shall be performed using the standards approved by the U.S. Department of Transportation. Drug and alcohol testing is administered for pre-employment, random testing (required for City employees holding a Commercial Drivers License (CDL) Class A or Class B and driving a Commercial Motor Vehicle (CMV) required by the Omnibus Transportation Employee Testing Act of 1991 and for Safety Sensitive employees pursuant to the City's policy), reasonable suspicion, post accident, return-to-duty and follow-up testing as outlined in Section 2.5 G of the Personnel Rules and Regulations.

## **18. CONCERTED ACTIVITIES**

### **18.1 Definition Strike/Work Stoppage**

As used in this section, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

### **18.2 No Strike Clause**

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining positions which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operation by any other non-Unit employees or members of other employee associations or groups.

### **18.3 Lockout**

The City agrees not to engage in any lockout.

### **18.4 Court Enforcement**

Furthermore, the Union and City agree that the provisions in this Article are enforceable in a court of law, once the grievance procedures have been exhausted.

## **19. GRIEVANCE**

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures, as set forth in the Personnel Rules and Regulations.

## **20. DISCIPLINARY ACTION**

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in the Personnel Rules and Regulations.

## **21. COMPLETION OF MEET AND CONFER**

The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to meet and confer with respect to any subject explicitly addressed in this MOU.

It is recognized that during the term of this agreement, it may be necessary for Management to make changes in matters defined as within the scope of representation (pursuant to Government Code Section 3504), such as hours, working conditions, or rules governing employees. When Management finds it necessary to make such changes, it shall notify the Union in writing indicating the proposed change before it is implemented. If the Union requests, the parties shall expeditiously undertake negotiations regarding the effect the change would have on employees. If the Union does not request negotiations, the change may be implemented. If the Union does request negotiations, any agreement resulting from such negotiations shall be reduced to writing.

Nothing herein shall limit Management's authority to make changes necessitated by an emergency and such changes will not extend beyond the duration of the emergency. In addition, Management will notify the Union of such changes as soon as practicable.

## **22. SEVERABILITY**

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions in this MOU shall be construed to result in an illegal discriminatory act based on race, creed, color, sex, national origin or other protected basis.

## **23. NON-DISCRIMINATION**

The provisions of this MOU shall be applied equally to all employees covered hereby without favor or unlawful discrimination based on actual or perceived race, religious, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, or other factors not directly related to the successful performance of the job.

## **24. TERM**

This Agreement shall be in effect from **July 1, 2015 through June 30, 2016**. It shall continue in effect thereafter from year to year unless either party gives one hundred twenty (120) days notice (**March 2<sup>nd</sup>**) prior to the yearly anniversary date, to terminate or modify this Agreement

**25. FINALITY OF RECOMMENDATIONS**

Upon ratification by the City Council and the Union membership, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager to the City Council for the period of the MOU except as mutually agreed upon by the Union and the City Manager.

FOR THE UNION (SEIU Local 721)

FOR THE CITY OF SANTA PAULA

\_\_\_\_\_  
Aram Agdaian, SEIU Local 721  
Chief Negotiator

\_\_\_\_\_  
Jaime M. Fontes  
City Manager

\_\_\_\_\_  
Robert Howard

\_\_\_\_\_  
Elisabeth V. Paniagua  
Assistant to the City Manager  
Chief Negotiator

\_\_\_\_\_  
Natalie Segovia

\_\_\_\_\_  
Lorena Alvarez  
Human Resources Manager

\_\_\_\_\_  
Michael White

\_\_\_\_\_  
Sandra K. Easley  
Finance Director

\_\_\_\_\_  
Raquel Arreola

**EXHIBIT "A"**  
**POSITION CLASSIFICATION AND COMPENSATION PLAN**

		<b>HOURLY</b>				
<b>300</b>	<b>SEIU</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
301	CUSTODIAN	13.11	13.76	14.44	15.17	15.93
302	CUST SERVICES REP	14.98	15.74	16.52	17.35	18.22
304	WATER DIST. WORKER	14.98	15.74	16.52	17.35	18.22
305	GRAFFITI ABATEMENT OFFICER	14.70	15.43	16.21	17.01	17.86
306	SENIOR RECORDS CLERK	15.07	15.82	16.62	17.44	18.32
307	ACCOUNTING TECHNICIAN	15.90	16.70	17.53	18.41	19.33
309	ADMINISTRATIVE ASSISTANT	15.45	16.22	17.03	17.88	18.78
311	ANIMAL SERVICES COORDINATOR	16.16	16.96	17.81	18.71	19.64
312	INFORMATION TECH ASSISTANT	15.99	16.79	17.63	18.51	19.43
313	SR ADMINISTRATIVE ASSISTANT	16.23	17.04	17.90	18.80	19.74
314	WATER DISTRIBUTION WORKER II	16.24	17.05	17.90	18.80	19.74
315	MECHANIC I	16.40	17.22	18.09	18.99	19.94
318	WATER SYSTEM OPERATOR I	17.16	18.01	18.91	19.86	20.85
320	WATER SYSTEM OPERATOR II	18.03	18.93	19.88	20.88	21.92
321	WATER DISTRIBUTION WORKER III	18.13	19.03	19.98	20.98	22.03
322	WATER DISTRIBUTION LEADWORKER	18.95	19.90	20.90	21.94	23.04
323	BUILDING INSPECTOR I	19.24	20.21	21.22	22.28	23.39
324	MECHANIC II	20.53	21.55	22.63	23.77	24.95
325	WATER DISTRIBUTION WORKER IV	18.58	19.51	20.48	21.51	22.58
326	BUILDING INSPECTOR II	23.37	24.54	25.77	27.06	28.41
328	ENGINEERING TECH/INSPEC	18.95	19.90	20.90	21.94	23.04
329	SENIOR ACCOUNTING TECHNICIAN	17.16	18.01	18.91	19.86	20.85
330	EQUIPMENT MAINT LEADWORKER	21.82	22.90	24.05	25.26	26.51
331	FACILITIES MAINT LEADWORKER	17.94	18.84	19.78	20.77	21.81
332	FACILITY MAINT WRK I(ENTRY)	14.70	15.43	16.21	17.01	17.87
333	FACILITY MAINT WRK II(JOURNEY)	16.88	17.73	18.62	19.54	20.52
334	MAINTENANCE WORKER I(ENTRY)	14.70	15.43	16.21	17.01	17.87
335	MAINTANENCE WORKER II(JOURNEY)	16.88	17.73	18.62	19.54	20.52
339	STREET MAINT LEADWORKER	17.94	18.84	19.78	20.77	21.81
340	WASTEWATER LEADWORKER	17.94	18.84	19.78	20.77	21.81
341	WASTEWTR COLL WORKER I(ENTRY)	14.70	15.43	16.21	17.01	17.87
342	WASTEWTR COLL WORKER II(JOURN)	16.88	17.73	18.62	19.54	20.52
343	PLANNING TECHNICIAN	18.95	19.90	20.90	21.94	23.04



**CITY OF SANTA PAULA  
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Stratis Perros, Deputy Planning Director

Subject: Project No. 15-CI-06 Development Code Text Amendment to amend Chapter 16 of the Santa Paula Municipal Code Creating an Expedited Permitting Process for Small Residential Rooftop Solar Energy Systems

Date: September 30, 2015

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**Recommendation:** That the City Council: 1) open the public hearing; 2) receive testimonial and documentary evidence; 3) after considering the evidence, introduce and waive first reading of Ordinance No. 1257; and 4) take such additional, related action as may be appropriate.

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**Fiscal Impacts:** Minimal budget impacts are expected as a result of implementing the proposed ordinance.

**Personnel Impacts:** Implementation of the proposed ordinance would require ongoing staff resources at the current level.

**General Discussion:** AB 2188 (Murastachi 2014) was signed into law on September 21, 2014. In an effort to make the permitting of solar energy systems more consistent statewide, the law requires each city and county to: 1) adopt an ordinance creating a streamlined permitting process for small residential rooftop solar systems; 2) publish a checklist for permitting applications on their respective websites; 3) process small rooftop solar system applications as nondiscretionary building permits; and 4) allow electronic submittal of applications and associated documentation. AB 2188 took effect on January 1, 2015, and mandates that jurisdictions adopt the required ordinance and permitting checklist by September 30, 2015.

**Environmental Review:** The proposed Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code Sec. 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sec 15000 et seq., the "CEQA Guidelines") because the ordinance does not have the potential to cause significant effects on the environment. Consequently, it is exempt in accordance with CEQA Guidelines Sec. 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment.

**Public Notification.** A notice of public hearing was published in the Santa Paula Times in compliance with state law. As of the date of this report, staff has not received any additional written or verbal comments regarding this project.

**ATTACHMENTS:**

Attachment A – Ordinance No.1257

Attachment B – Planning Commission Resolution No. 3738

Attachment C – Planning Commission Minutes of September 22, 2015 (Draft)

Attachment D – Planning Commission Staff Report of September 22, 2015

## ORDINANCE NO. 1257

### AN ORDINANCE AMENDING CHAPTER 16.140 OF THE SANTA PAULA MUNICIPAL CODE REGULATING THE PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

The Council of the City of Santa Paula does ordain as follows:

SECTION 1: The City Council finds and declares that:

- A. In September 2014, the Governor signed AB 2188 (Muratsuchi 2014), which among other things, requires local governments to adopt an ordinance and permitting checklist by September 30, 2015 creating an expedited permit process for small residential rooftop solar installations;
- B. The City has historically promoted the use of solar energy systems; however, this Ordinance is necessary to comply with AB 2188.
- C. The Development Code text amendment is consistent with the goals, policies, and objectives of the General Plan because the project is in the public interest and there is a community benefit resulting from the expedited permitting process for small residential rooftop solar energy systems.
- D. The Development Code text amendment promotes public health, safety, and general welfare and serves the goals and purposes of SPMC Title 16 by ensuring compliance with AB 2188.

SECTION 2: Section 16.140.160 is added to Chapter 16.140 of the Santa Paula Municipal Code to read as follows:

#### **“16.40.160 Rooftop Solar Energy Systems**

This section sets forth requirements for permitting of solar energy systems installed on roofs.

- A. Administrative Permit Requirements. Rooftop solar energy systems shall be subject to the following requirements:
  - 1. Rooftop energy systems may be installed upon issuance of an administrative permit in compliance with Chapter 16.238.
  - 2. Applications for rooftop energy systems may be submitted electronically, and an electronic signature shall be accepted in lieu of a wet signature.
  - 3. A complete application meeting the requirements of the City’s approved streamlined solar permitting checklist shall be approved in accordance with Chapter 16.40 upon successful completion of an inspection by the Director or his or her designee. No more than one inspection shall be required except where the system fails an initial inspection or a separate fire safety inspection is required.
  - 4. Notwithstanding Section 16.238.07, review of an application for an administrative permit for a rooftop energy system shall be limited to a determination of whether the system meets all health and safety requirements of federal and state law, and local standards and regulations

- necessary to ensure that the proposed system will not have a specific, adverse impact upon the public health or safety.
5. Notwithstanding subparagraph (4) above, a conditional use permit shall be required where the Director finds, based on substantial evidence, that the solar energy system could have specific, adverse impact on public health and safety. If the Director finds that a conditional use permit is required, such permit shall not be denied unless the Director makes written findings based on substantial evidence in the record that the proposed system would have a specific, adverse impact upon the public health and safety and there is no feasible method to satisfactorily mitigate or avoid that impact.
  6. Any conditions imposed on a permit to install a rooftop energy system shall be designed to mitigate specific, adverse impacts upon the public health and safety at the lowest cost possible.
  7. Development Standards. Rooftop energy systems shall conform to all applicable height standards as set forth in Title 16 of the Santa Paula Municipal Code.”

SECTION 3: Environmental Assessment.

- A. The California Environmental Quality Act (CEQA) requires that the environmental impacts of the action be assessed. The proposed amendment will not in itself result in any environmental impacts nor will the amendment result in any changes in the physical conditions that exist in the City. Staff has determined the project to be Exempt from the California Environmental Quality Act (CEQA) Guidelines per § 15061 (b)(3).

SECTION 4: Construction. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications, and to this end the provisions of this Ordinance are severable.

SECTION 6: Notice. The City Clerk is directed to certify the passage and adoption of the Ordinance, make a note of the passage and adoption in the records of this meeting, and within fifteen days after the passage and adoption of this Ordinance cause it to be published and posted in accordance with California law.

SECTION 7: Effectiveness. This Ordinance will become effective on the 31<sup>st</sup> day following its passage and adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
John T. Procter, Mayor

ATTEST:

\_\_\_\_\_  
Judy Rice, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John C. Cotti, City Attorney

APPROVED AS TO CONENT

By: \_\_\_\_\_  
Jaime M. Fontes, City Manager

**PLANNING COMMISSION RESOLUTION NO. 3738**

**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN AMENDMENT TO THE DEVELOPMENT CODE TO ESTABLISH AN EXPEDITED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS  
PROJECT NO. 2015-CI-06**

The Planning Commission of the City of Santa Paula does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

- A. On September 1, 2015, the City filed project application 2015-CI-06 with the Planning Department to amend the Development Code to establish an expedited permitting process for small residential rooftop solar energy systems in compliance with AB2188 (the Project);
- B. The Project was reviewed by City's Planning Department for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code;
- C. The City Planning Department reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated there under (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines ("Santa Paula Guidelines"; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as "CEQA Regulations");
- D. The Planning Department completed its review and scheduled a public hearing regarding the application before this Commission for September 22, 2015;
- E. On September 22, 2015, the Commission opened a public hearing to receive public testimony and other evidence regarding the application including without limitation, information provided to the Commission by the Applicant;
- F. The Commission considered the information provided by City staff, public testimony, and the Applicant's representative. This Resolution, and its findings, is made based upon the evidence presented to the Commission at its September 22, 2015, hearing including, without limitation, the staff report submitted by the Planning Department.

SECTION 2: *Findings.* The Planning Commission does hereby find and declare as follows:

- A. In September 2014, the Governor signed AB 2188 (Muratsuchi 2014), which among other things, requires local governments to adopt an ordinance and

permitting checklist by September 30, 2015 creating an expedited permit process for small residential rooftop solar installations;

- B. The City has historically promoted the use of solar energy systems; however, this Ordinance is necessary to comply with AB 2188.

SECTION 3: *General Plan.* In accordance with SPMC Section 16.208.050, the Planning Commission makes the following findings:

- A. The Development Code text amendment is consistent with the goals, policies, and objectives of the General Plan because the project is in the public interest and there is a community benefit resulting from the expedited permitting process for small residential rooftop solar energy systems.
- B. The Development Code text amendment will not adversely affect surrounding properties based on the standards established for new solar installations.
- C. The Development Code text amendment promotes public health, safety, and general welfare and serves the goals and purposes of SPMC Title 16 by ensuring compliance with AB2188.

SECTION 4: *Environmental Assessment.*

- A. The California Environmental Quality Act (CEQA) requires that the environmental impacts of the action be assessed. The proposed amendment will not in itself result in any environmental impacts nor will the amendment result in any changes in the physical conditions that exist in the City. Staff has determined the project to be Categorical Exempt from the California Environmental Quality Act (CEQA) Guidelines per § 15061 (b)(3).

SECTION 5: *Recommendations.* The Planning Commission recommends that the City Council:

- A. Adopt the Development Code text amendment as set forth in attached Exhibits "A" which is incorporated by reference;

SECTION 6: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in

that framework.

SECTION 8: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: The Secretary is directed to transmit the Resolution to the City Clerk for scheduling the matter for consideration by the City Council.

SECTION 10: This Resolution will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 22<sup>nd</sup> day of September, 2015.



Chairperson  
City of Santa Paula Planning Commission

ATTEST:



Secretary,  
City of Santa Paula Planning Commission

Approved as to form by:



Gregg Kettles, Assistant City Attorney

**MINUTES OF THE CITY OF SANTA PAULA  
PLANNING COMMISSION  
September 22, 2015  
6:30 P.M.**

**CALL TO ORDER:** Chairman Gail "Ike" Ikerd – 6:30 p.m.

**PLEDGE OF ALLEGIANCE:** Commissioner John Demers

**ROLL CALL:** Accounting Technician Jean Winbush

**Commissioners present:** Chairman Gail "Ike" Ikerd, Vice Chairman Fred Robinson, Commissioner John Demers, Commissioner Michael Sommer and Commissioner Fred Wacker

**Absent** None

**Staff Present:** Deputy Planning Director Stratis Perros, Assistant City Attorney Gregg Kettles, and Accounting Technician Jean Winbush

**FINAL AGENDA:** Agenda final as submitted

**PUBLIC COMMENT:** No public comment

**CONSENT CALENDAR:**

**A. Minutes of the Planning Commission Meeting on August 25, 2015**

**ACTION:** It was moved by Vice Chairman Robinson, seconded by Commissioner Sommer to approve the minutes as submitted. All were in favor and the motion carried.

**PUBLIC HEARING**

**Verification of Posting Notice:** Chairman Ikerd confirmed with the Accounting Technician that the Notice of Public Hearing was properly advertised and posted for all applicable agenda items to be heard at this meeting.

**Declaration of Conflicts:** None, for all applicable agenda items to be heard at this meeting.

**Declaration of Ex Parte Contacts:** None, for all applicable agenda items to be heard at this meeting.

**A. Project No. 2015-CI-06:** City initiated proposal to adopt an ordinance establishing an expedited, streamlined permitting process for small residential rooftop solar energy systems in compliance with AB 2188 (Muratsuchi 2014).

- **Location:** Citywide
- **Applicant:** City of Santa Paula
- **Environmental:** Staff has determined the project to be Exempt from the California Environmental Quality Act (CEQA) Guidelines per § 15061(b)(3).

**OPEN PUBLIC HEARING:** Chairman Ikerd opened Public Hearing at 6:39 p.m. and called upon Staff to present the item.

- Staff Presentation/Report: Stratis Perros, Deputy Planning Director
- Discussion

**PUBLIC COMMENT:**

Commissioner Wacker inquired about ordinances effect on historic properties. Deputy Planning Director Perros stated that solar panels are allowed currently on historic properties and the proposed text amendment would not affect that right.

Commissioner Sommers inquired about the size limitation. Deputy Planning Director Perros indicated that the ordinance would apply to single family and duplex dwellings and system size would be limited to 10 kilowatt AC CEC rating or less.

**RECOMMENDED ACTION:** Adopt Resolution No. 3738 recommending City Council approval of Proposed Text Amendment to Title 16 of the Santa Paula Municipal Code (“SPMC”) for Project No. 15-CI-06 to allow small residential rooftop solar energy systems in compliance with AB 2188 (Muratsuchi 2014).

**ACTION:** Commissioner Sommer moved to adopt Resolution No. 3738 recommending that the City Council approve Project No. 2015-CI-06, seconded by Commissioner Demers. All were in favor and the motion carried.

**ORDER OF BUSINESS:** None

**NEW BUSINESS:** None

**CITY COMMUNICATIONS:**

**A. Planning Department**

- Deputy Planning Director Stratis Perros provided a summary of the recent LAFCO hearing concerning possible changes the Sphere of Influence around the Adams Canyon and Fagan Canyon Expansion Areas.

**B. Planning Commission**

- Requested an updated Conflict of Interest Map

**REQUEST FOR FUTURE AGENDA ITEMS:** None

**ADJOURNMENT:** Chairman Ikerd adjourned the meeting at 7:00 p.m.

**NOTICE:** Actions by the Planning Commission on the above items cannot be appealed to the City Council after **4:30 p.m. Friday, September 4, 2015**. Be advised that if you bring a legal challenge to a Planning Commission decision, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered to the Planning Commission at or before the meeting.

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Stratis Perros, Deputy Planning Director

**ADJOURNMENT:** 7:00 p.m.

**NOTICE:** Actions by the Planning Commission on the above items cannot be appealed to the City Council after **4:30 p.m. Friday, October 2, 2015**. Be advised that if you bring a legal challenge to a Planning Commission decision, you may be limited to raising only those issues you or someone else raised at the meeting or in written correspondence delivered to the Planning Commission at or before the meeting.

**STAFF REPORT  
PLANNING COMMISSION MEETING**

**TO:** Members of the Planning Commission

**FROM:** Stratis Perros, Deputy Planning Director

**DATE:** September 21, 2015

**SUBJECT: Project No. 2015-CI-06:** A City initiated request for a Development Code Amendment to establish an expedited permitting process for small residential rooftop solar energy systems.

**BACKGROUND**

AB 2188 (Murastachi 2014) was signed into law on September 21, 2014. In an effort to make the permitting of solar energy systems more consistent statewide, the law requires each city and county to: 1) adopt an ordinance creating a streamlined permitting process for small residential rooftop solar systems; 2) publish a checklist for permitting applications on their respective websites; 3) process small rooftop solar system applications as nondiscretionary building permits; and 4) allow electronic submittal of applications and associated documentation. AB 2188 took effect on January 1, 2015, and mandates that jurisdictions adopt the required ordinance and permitting checklist by September 30, 2015.

**ANALYSIS**

The provisions of AB 2188 are as follows:

1. Requires every city and county to, by September 30, 2015, adopt an ordinance in consultation with the local fire department (and utility director if the jurisdiction operates a utility) creating an expedited, streamlined permitting process for small residential rooftop solar energy systems that substantially conforms to the recommendations of the California Solar Permitting Guidebook and the Governor's Office of Planning and Research, except where unique climatic, geological, seismological, or topographical conditions justify modification.

*The proposed development code amendment incorporates the requirements set forth in AB 2188 and has been approved by the Fire Chief.*

2. Requires adoption of a permit application checklist identifying all requirements with which applications shall comply to be eligible for expedited review. The checklist and related documentation must be published on the city's website. Applications meeting the checklist requirements must be administratively approved.

*The draft Streamlined Permitting Eligibility Checklist was adopted from the AB 2188 toolkit published by the Governor's Office of Planning and Research and will be published to the City's website upon approval by City Council. The*

*development code amendment requires approval of applications meeting the checklist requirements and passing an inspection.*

3. Requires permitting agencies to process eligible applications in the same manner as an application for approval of an architectural modification to a property. Approvals shall be in the form of building permits or similar nondiscretionary permits.

*This requirement is satisfied by the development code amendment's requirement that all rooftop solar energy projects obtain administrative approval pursuant to Chapter 16.238.*

4. Limits review of an application to the building official's review of whether it meets all health and safety requirements of federal and state law, and local standards and regulations necessary to ensure that the proposed system will not have a specific, adverse impact upon the public health or safety.

*This requirement is addressed in the zone text amendment.*

5. Makes administrative decisions on streamlined solar permitting applications appealable to the Planning Commission.

*Chapter 16.238 currently provides that administrative decisions are appealable to the Planning Commission.*

6. Authorizes cities to require a use permit, but only in instances where the building official finds, based on substantial evidence, that the solar energy system could have specific, adverse impact on public health and safety. Prohibits denial of a use permit, if required, unless written findings based on substantial evidence in the record are made that the proposed system would have a specific, adverse impact upon the public health and safety and there is no feasible method to satisfactorily mitigate or avoid that impact.

*This requirement is addressed in the development code amendment.*

7. Requires that any conditions imposed on an application to install a solar energy system be designed to mitigate specific, adverse impacts upon the public health and safety at the lowest cost possible.

*This requirement is addressed in the development code amendment.*

8. Requires cities and counties to allow electronic submittal (via email, internet or fax) of an application and associated documentation and accept electronic signatures, except where the required ordinance specifies why electronic signatures are unable to be accepted.

*This requirement is addressed in the development code amendment.*

9. Prohibits more than one inspection in connection with an application, except where a system fails inspection or a separate fire safety inspection is required.

*This requirement is addressed in the development code amendment.*

10. Defines “small residential rooftop solar energy system” as one that: 1) is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal; 2) conforms to all applicable codes; 3) is installed on a single or duplex dwelling; and 4) does not exceed the maximum legal building height of the local jurisdiction.

*The City’s administrative permit requirement applies to all rooftop solar energy systems.*

The Building and Safety Department has historically processed applications for all residential rooftop solar installations administratively and in an expedited manner; however, a development code amendment adding the following new Section 16.40.160 to Chapter 16.40, Conditional Use Permit and Other Permit Standards, and publication of the attached permitting checklist are required in order to comply with AB 2188. The proposed development code amendment would read as follows:

**A. Section 16.40.160 is hereby added to Chapter 16.40 of Title 16 of the Santa Paula Municipal Code to read as follows:**

**16.40.160 Rooftop Solar Energy Systems**

This section sets forth requirements for permitting of solar energy systems installed on roofs.

- A. Administrative Permit Requirements. Rooftop solar energy systems shall be subject to the following requirements:
  1. Rooftop energy systems may be installed upon issuance of an administrative permit in compliance with Chapter 16.238.
  2. Applications for rooftop energy systems may be submitted electronically, and an electronic signature shall be accepted in lieu of a wet signature.
  3. A complete application meeting the requirements of the City’s approved streamlined solar permitting checklist shall be approved in accordance with Chapter 16.40 upon successful completion of an inspection by the Director or his or her designee. No more than one inspection shall be required except where the system fails an initial inspection or a separate fire safety inspection is required.
  4. Notwithstanding Section 16.238.07, review of an application for an administrative permit for a rooftop energy system shall be limited to a determination of whether the system meets all health and safety requirements of federal and state law, and local standards and regulations necessary to ensure that the proposed system will not have a specific, adverse impact upon the public health or safety.
  5. Notwithstanding subparagraph (4) above, a conditional use permit shall be required where the Director finds, based on substantial evidence, that

the solar energy system could have specific, adverse impact on public health and safety. If the Director finds that a conditional use permit is required, such permit shall not be denied unless the Director makes written findings based on substantial evidence in the record that the proposed system would have a specific, adverse impact upon the public health and safety and there is no feasible method to satisfactorily mitigate or avoid that impact.

6. Any conditions imposed on a permit to install a rooftop energy system shall be designed to mitigate specific, adverse impacts upon the public health and safety at the lowest cost possible.
7. Development Standards. Rooftop energy systems shall conform to all applicable height standards as set forth in Title 16 of the Santa Paula Municipal Code.

## **ENVIRONMENTAL**

The California Environmental Quality Act (CEQA) requires that environmental impacts of an action be assessed; however, amending the development code would have no significant effects on the environment. The proposed amendment will not in and of itself result in any environmental impact nor will the amendment result in any changes in the physical conditions that exist in the City. Therefore, staff has determined the project to be exempt from the California Environmental Quality Act (CEQA), per CEQA Guidelines § 15061 (b)(3).

**Public Notification.** A notice of public hearing was published in the Santa Paula Times in compliance with state law. As of the date of this report, staff has not received any written or verbal comments regarding this project.

## **RECOMMENDATION**

Staff recommends that the Planning Commission receive staff's presentation, conduct a public hearing to receive comments and documentary evidence, and after considering such evidence, adopt Resolution No. 3738 recommending that the City Council approve the Project No 2015-CI-06 to amend the development code to establish an expedited permitting process for small residential rooftop solar energy systems

Attachments:

Attachment A – Planning Commission Resolution No. 3738 recommending approval to the City Council for Project No. 2015-CI-06

Attachment B – Streamlined Permitting Application Checklist

**CITY OF SANTA PAULA  
MEMORANDUM**

To: Honorable Mayor and Members of the City Council  
From: Steve McLean, Chief of Police  
Subject: Police Vehicles  
Date: September 14, 2015

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**Recommendation:** It is recommended that City Council: (1) pursuant to Santa Paula Municipal Code 41.13, authorize the City Manager or designee to utilize the cooperative bidding procedure used by the County of Ventura for contracting with Folsom Chevrolet, Folsom CA, (2) authorize the City Manager to execute an agreement in a form approved by the City Attorney with Folsom Chevrolet for the purchase of three Chevrolet Tahoe vehicles; and (3) take such additional, related action that may be desirable.

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**Fiscal Impacts:** The total price for the proposed three vehicles is \$106,783.50. Funds for the purchase of these vehicles have been budgeted in the current Police Department Fiscal Year 2015-2016 budget, \$87,000.00 and Limoneira grant, \$88,800.00. Two of the vehicles will be assigned to the Patrol K-9 Units and one will be assigned as the Watch Commander/Mobil Command Post. Additional costs to outfit, equipped and replace other equipment needed, will be used from these budgeted funds.

**Personnel Impacts:** None

**General Discussion:** It is being proposed that the 2015 Chevrolet Tahoe's be purchased from Folsom Chevrolet, Folsom CA, which currently holds the County of Ventura bid contract for the purchase of police vehicles. Two of the vehicles will replace current K-9 police vehicles that are designated to be moved out of the existing fleet due to high mileage, ongoing mechanical repairs, time in service and a determination that they are no longer safe for police K-9 vehicle purposes. One will replace the current Watch Commander/Mobile Command Post that is designated to be moved out of the existing patrol fleet due to high mileage and will be transferred into the car pool to be used as a staff car.

***For the Regular City Council Meeting of October 5, 2015***

The City of Santa Paula, whenever economically feasible, is authorized to participate in “cooperative purchase programs” with other public agencies to jointly purchase needed items. Participation in these programs allows the City to obtain larger pricing discounts based on the increase quantity of the cooperative bid. For example, quotes received from other local dealers were 5-7% higher. A copy of the quote from Folsom Ford is attached as Exhibit A.

The police budget for Fiscal Year 2015-2016 and the Limoneira Grant Funds currently are budgeted for the purchase of these vehicles.

**Alternatives:**

- A. Approve and waive the competitive bidding process use by the County of Ventura competitive bidding process award as allowed under the Santa Paula Municipal Code 41.13.
- B. Deny the purchase request while providing additional guidance to Staff.
- C. Provide staff with additional information.

**Attachment(s): Folsom Chevrolet of Folsom CA, Chevrolet Tahoe’s vehicle price quote from the County of Ventura contract NO: PC70200001253.**



# Quotation

Folsom Chevrolet  
 12655 Auto Mall Circle  
 Folsom CA, 95630  
 Phone (916) 605-2122 Fax (916) 805-5727  
 CELL 1-916-835-2190  
 Dave Manning

DATE 8/31/2015  
 Quotation # 1  
 Customer ID SANTA PAULA P SANTA PAULA

Quotation valid until: 9/10/2015  
 Prepared by: Tom Weaver

**Instructions:**  
 Enter a T in each row that should be  
 taxed. (Note: This box won't print.)

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
TOM		10 TO 12 DAYS			1

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	2015 Chevy Tahoe Police Pursuit	\$32,950	T	\$ 32,950.00
	BLACK 2x2			-
	2 YEARS /24000 FREE MAINTANCE	N/C		N/C
	FULL FACTORY WARRANTY			
	DELIVERY TO YOUR OFFICE			INC
				\$ 32,950.00
			TAX RATE	8.00%
			SALES TAX	2,636.00
			TIRE TAX	8.50
			TOTAL	\$ 35,594.50

If you have any questions concerning this quotation,  
 Contact Tom Weaver (916) 605-2122, E-mail: tom.weaver@folsomchevy.com

THANK YOU FOR YOUR BUSINESS!

**CITY OF SANTA PAULA  
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Janna Minsk, Planning Director

Subject: Update on the Local Agency Formation Commission's Review of the City's Sphere of Influence

Date: September 28, 2015

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**Recommendation:** It is recommended that City Council: 1) Receive and file this report; and (2) take such additional, related action that may be desirable.

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**Fiscal Impacts:** There are no fiscal impacts associated with this item.

**Personnel Impacts:** There are no personnel impacts associated with this item.

**General Discussion:**

The Local Agency Formation Commission ("LAFCo") is responsible to develop and determine spheres of influence, which represent a plan for the probable physical boundaries and service area of a local agency. Spheres of influence are designed to guide the future growth of a city and, like general plans, serve as an essential tool for providing well-planned, efficient urban development patterns. In February, 2000, LAFCo approved the City's current sphere of influence boundary, which includes Adams Canyon, Fagan Canyon and West Area 2. In June 2007, LAFCo reviewed and re-affirmed the current sphere of influence for Santa Paula.

California Government Code Section 56425(g) requires LAFCO to review and update, as necessary, the adopted sphere of influence not less than once every five years. On March 20, 2013, LAFCo conducted its quinquennial review of Santa Paula's sphere of influence. Prior to that hearing, the City learned that as part of its review the LAFCo Commission intended to remove the Adams and Fagan Canyon expansion areas from the City's sphere of influence. At the hearing, both LAFCo staff and several LAFCo Commissioners expressed concerns about the apparent lack of planning in the expansion areas, lack of any concrete development proposals and lack of necessary infrastructure to serve any future development. Ultimately, however, the Commission could not come to a consensus on whether to revise the City's sphere boundary and, consequently, took no action to reduce its size.

## ***For the Regular City Council Meeting of October 5, 2015***

On April 23, 2015, however, LAFCo scheduled a public hearing to review and/or update Santa Paula's sphere of influence for the Commission's May 20, 2015 meeting. Neither the Commission nor LAFCo staff provided any explanation of the reasoning behind conducting a review outside of the five year schedule set forth in Government Code §56425(g). On May 5, 2015, the City requested a continuance of the May 20, 2015, hearing, which the Commission granted to its September 16, 2015 hearing.

On September 16, 2015, the Commission conducted its review of the City's sphere of influence. Mayor Procter and Councilmembers Gherardi and Tovas, among many others, spoke about the importance of the current sphere boundary to the City and its future economic growth. After the lengthy public hearing, the Commission voted 4 to 3 to leave the City's sphere of influence in its current position. The Commission based its decision primarily on the fact that the City has begun the General Plan update process. At the September 16, 2015 hearing, the Commission learned that the City allocated funding for and contracted with a consultant (John Douglas) who has begun work on the General Plan update and required CEQA review, including land use planning for the Adams and Fagan Canyon expansion areas.

The report is informational only. LAFCo, however, is scheduled to conduct its five-year review of the City's sphere boundary in 2017. In advance of that review, City staff is open to direction from the Council on (1) further ways to keep open a dialogue with LAFCo staff on the issue, (2) creating a more concrete planning document for the expansion areas, or (3) requesting legislative changes to laws the governing LAFCo sphere reviews.

### **Alternatives:**

- A. Receive and file the report;
  
- B. Provide staff with direction.