

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PALO ALTO

AND



**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 521**

JULY 1, 2012-DECEMBER 1, 2013

PREAMBLE

This Memorandum of Agreement (hereinafter “MOA” is entered into by the City of Palo Alto (hereinafter referred to as the “City”) and Local 521 Service Employees International Union, CTW (hereinafter referred to as the “Union”). For the purposes of this MOA “employee” shall mean an employee assigned to a classification within the SEIU General Employee bargaining unit. This MOA is pursuant and subject to Sections 3500-3510 of the Government Code of the State of California and Chapter 12 of the City of Palo Alto Merit Rules and Regulations.

ARTICLE I – RECOGNITION

Section 1 - Recognition. Pursuant to Sections 3500 - 3510 of the Government Code of the State of California and Chapter 12 of the City of Palo Alto Merit System Rules and Regulations, the City recognizes the Union as the exclusive representative of a representation unit consisting of all regular full and part-time employees in the classifications listed in Appendix A attached hereto. This unit, shall for purposes of identification, be titled the SEIU General Employees bargaining unit (hereinafter “General Unit”).

Section 2 - Protection of Unit. No supervisor will perform the work of an employee in the General Unit provided that there is an employee available who regularly performs such work. This does not preclude a supervisor from performing work of a minor nature or during bona fide emergencies or on a standby status when willing and qualified unit employees do not live within a reasonable response time of their work location. Supervisory personnel shall be called out to perform unscheduled work only when SEIU General unit employees are unavailable to perform such work or in cases of bona fide emergencies as defined in Article VIII, Section 2. In cases of bona fide emergencies, SEIU General Unit employees shall be called out to complete the necessary work after the immediate emergency situation has been reasonably contained.

ARTICLE II - NO DISCRIMINATION

Section 1 - Discrimination. The City and Union agree that no person employed by or applying for employment hereto shall be discriminated against because of race, religion, creed, political affiliation, color, national origin, ancestry, union activity, age, disability, sexual orientation, or gender.

Section 2 - Right to Join the Union. The City and the Union agree to protect the rights of all employees to exercise their free choice to join the Union and to abide by the express provisions of applicable State and local laws.

ARTICLE III - UNION SECURITY

Section 1 - Notice. When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the recognized bargaining representative for the employee and give the employee a current copy of the Memorandum of Agreement. When a group employee orientation is held for new employees of the bargaining unit, a union representative may make a presentation to such bargaining unit employees for the purpose of explaining matters of representation. The presentation shall not exceed 15 minutes.

Section 2 - Agency Shop.

- a) Every employee in the bargaining unit covered by this Memorandum of Agreement shall:
- 1) remain a member in good standing of the Union; or
 - 2) pay to the Union a monthly service fee, to be set by the union in accordance with applicable law, in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization; or,
 - 3) in the case of an employee who certifies that he/she is a member of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, pay a charity fee, equal to the service fee, to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, chosen from one of the following three charitable organizations agreed to by the City and the Union (or any successor organization(s) agreed to by the City and the Union):

United Way of California
Community Health Charities
Environmental Federation of California

Union members may declare their intention to terminate Union membership by registered letter, return receipt requested, to the Director of Human Resources and the Union only during the 30-day period between 60 and 90 days before expiration of the MOA.

- b) Employees who are newly hired into or who join the bargaining unit shall elect one of the above payment deduction options by completing and submitting the Employee Election form within thirty (30) calendar days of being hired into a classification covered by this MOA.
- c) To qualify for deduction of the Charity Fee, the employee must certify to the Union and City that he/she is a member of a bona fide religious body or sect that has historically held conscientious objection to joining or financially supporting public employee organizations. The employee is required to submit to the City and the

Union a notarized letter signed by an official of the bona fide religion, body, or sect certifying that person's membership. Upon request, the City shall provide to the Union a report of payments made by employees that qualify for the Charity Fee option in this subsection.

- d) The deductions in this Section shall not apply during any period where an employee is in an unpaid status.
- e) Involuntary Service Fee Deduction Process: The City shall deduct a service fee from the salary of each bargaining unit member who has not authorized a dues deduction, service fee deduction or charity fee in writing within the time stated in this Section, above. The Union certifies that it has consulted with knowledgeable legal counsel and has thereby determined that this involuntary service fee deduction process satisfies all constitutional and statutory requirements.
- f) Agency shop may be rescinded only in accordance with the provision of state law.
- g) Indemnification, Defense and Hold Harmless: Union agrees to indemnify and hold harmless the City and all officials, employees, and agents acting on its behalf, from any and all claims, actions, damages, costs, or expenses including all attorney's fees and costs of defense in actions against the City, its officials, employees or agents as a result of actions taken or not taken by the City pursuant to the Agency Shop Arrangement.
- h) Sign-up forms for deduction of union dues, service fees and charity fees shall be provided by the Union and approved by the City.

Section 3 - Documentation.

The City shall supply the Union with:

- a) a monthly electronic file of the names, member/fee payer designation, addresses, classifications, monthly base pay, pay period number, Committee on Political Education (COPE) listed separately and last four digits of the Social Security number of all bargaining unit employees except those who file written notice with the Human Resources Department objecting to release of addresses, in which case information will be transmitted without address; and
- b) a list of bargaining unit new hires, terminations and retirements which occurred during the previous month.

The Union shall supply the City, and as applicable, the employees, with documentation required by Government Code Section 3502.5 (f).

Section 4 - Payroll Deduction. The City shall deduct Union membership dues, service fees, charity fees, and any other mutually agreed upon payroll deduction, which may include voluntary COPE check-off, from the bi-weekly pay of bargaining unit employees. The dues/fees deduction must be authorized in writing by the employee on an authorization form acceptable to the City and the Union, except as provided in Section 2(e), above. The dues deduction form shall include a check box for those employees who wish the Union to receive notification in the event of unsatisfactory work, conduct, or disciplinary action taken pursuant to Article XX. City shall remit the deducted dues or fees to the Union as soon as possible after deduction.

Section 5 - Bulletin Boards and Departmental Mail. The Union shall have access to inter-office mail, existing bulletin boards in unit employee work areas, and existing Union-paid telephone answering device for the purpose of posting, transmitting, or distributing notice or announcements including notices of social events, recreational events, Union membership meetings, results of elections and reports of minutes of Union meetings. Any other material must have prior approval of the Human Resources Office. Action on approval will be taken within 24 hours of submission. The Union may send email messages only for the purposes set forth above. The IT Department will maintain the SEIU list and keep it current. The Union access to email is based on the following conditions: 1) emails to the SEIU list will be copied to the Human Resource Director at distribution; 2) emails to the SEIU list will only be sent by the SEIU Chapter Chair, Vice Chair, Chief Steward (s) or Secretary, 3) a maximum of 52 emails may be sent per year and a maximum of 12 emails may be sent by the SEIU Chapter Secretary.

Section 6 - Access to Union Representatives. Representatives of the Union are authorized access to City work locations for the purpose of conducting business within the scope of representation, provided that no disruption of work is involved and the business transacted is other than recruiting of members or collecting of dues, and the representative must notify the Human Resources Department Office prior to entering the work location.

Section 7 - Meeting Places. The Union shall have the right to reserve City meeting and conference rooms for use during lunch periods or other non-working hours. Such meeting places will be made available in conformity with City's regulations and subject to the limitations of prior commitment.

Section 8 - Notification to the Union.

- a) **General.** The Union shall be informed in advance in writing by Management before any proposed changes not covered by this Memorandum of Agreement are made in benefits, working conditions, or other terms and conditions of employment which require meet and confer or meet and consult process.
- b) **Change in City's Financial Situation.** Should the City's financial situation deteriorate and the possibility of layoffs result, the City Manager will give prior

notice to and consult with the Union prior to recommending any layoffs to the City Council.

- c) **Vacancies and Temporary Personnel.** The City agrees to notify SEIU Local 521 in writing when any irregular, temporary, hourly, provisional, special or extra help employee who consistently performs work typical of the SEIU Local 521 bargaining unit exceeds 1,000 hours of work within a 18-month period. The City agrees to notify SEIU Local 521 in writing when any position covered by this agreement is left vacant for more than 60 days. Through a separate meet and confer process, the City and Union will develop a way to convert long term, ongoing temporary-hourly positions to regular status. The City and Union will meet and confer regarding wages, benefits and terms and conditions of work.

Section 9 - Union Logo. All materials and documents produced on Itek and metal plates, by the City print and reproduction shop, shall carry the Union label on the inside of covers or title pages in accordance with customary printing trades practices.

Section 10 - Public Notice. The City shall make available to the Union, in a timely manner, copies of all City Council meeting agendas, minutes and schedule of meetings. These materials may be picked up at the City Clerk's Office during business hours.

Section 11 - Use of Agency Reports. Upon request, the City shall provide to the Union reports by department on the use of agency temporaries filling representation unit vacant positions, or doing work similar to that of representation unit classifications.

Section 12 - Job Postings. The City shall incorporate the requirements of this Article when publicizing job announcements for classifications covered by this Memorandum of Agreement.

Section 13 - Contracting Out. The City through the labor management process will kept the Union advised of the status of the budget process, including any formal budget proposal involving the contracting out of SEIU bargaining unit work traditionally performed by bargaining unit members at least thirty (30) days prior to the release of the City Manager's proposed budget. The City will notify the Union in writing at least ninety (90) days prior to contracting work which has been traditionally performed by bargaining unit members, where such contracting will result in layoff or permanent reduction in hours. Within the ninety (90) day period of contracting out, both parties may offer alternatives to contracting out and meet and confer on the impact of such contracting out of a bargaining unit employee work. The City will notify the Union in writing when contracting out work which has been traditionally performed by bargaining unit workers, where such contracting out is expected to replace a laid off bargaining unit position that has been eliminated within ninety (90) days prior to the date of the planned contract work. When feasible, the City will provide such notice prior to the beginning date of the planned contract work. The City will meet with the Union upon request to discuss alternatives. This provision does not apply to the filling of temporary vacancies of twelve (12) months or less duration. The City will provide the Union with a biannual

list by department of all contract workers or vendors who are contracted by the City who perform work for the City. The City will make a reasonable effort to identify the names of the vendors on the list and the nature of the work provided by each vendor.

ARTICLE IV - STEWARDS

Section 1 - Union Officers. The Union agrees to notify the Director of Human Resources of those individuals designated as Union officers and stewards who receive and investigate grievances and represent employees before Management. Alternates may be designated to perform steward functions during the absences or unavailability of the steward.

Section 2 - Number of Stewards. The number of stewards designated by the Union at a given time shall not exceed thirty-five (35).

Section 3 - Release Time. It is agreed that, as long as there is prior notice as specified below to the Supervisor with no disruption of work, stewards shall be allowed reasonable release time away from their work duties, without loss of pay, to represent a unit employee or employees on grievances or matters within the scope of representation, including:

- a) A meeting of the steward and an employee, or employees of that unit related to a grievance.
- b) A meeting with Management.
- c) Investigation and preparation of grievances.

Grievances may be transmitted on City time. All steward release time shall be reported on time cards.

Section 4 - Advance Notification Before Leaving Work Location. The Union agrees that the steward shall give no less than one (1) full business day advance notification to his/her supervisor before leaving the work location, except in those cases involving an unforeseeable circumstance that requires immediate union representation where advance notice cannot be given or when the relevant supervisor otherwise allows less notice. A supervisor may deny such a request for release from duty if the steward is needed to ensure real time delivery of services that the steward provides for the public or internal City customers and another employee who normally provides such services is not available on a straight time basis to relieve the steward, or in a bona fide emergency. If such denial occurs, the union may request the release of another of its designated stewards to perform the representation duties involved. Such request shall be processed in accordance with the terms set forth in this section except that the requirement for a full business day advance notice to the replacement representative's supervisor shall not apply. Nothing herein shall preclude the City from rescheduling a meeting it has scheduled, to facilitate the attendance of a steward who has requested release if, in the

City's judgment, such change can be undertaken without undermining the objectives of the meeting.

Section 5 – Release Time. Three Union officers, who are City employees, shall be allowed a reasonable amount of release time off for purposes of meeting and conferring or meeting and consulting on matters within the scope of representation. All such time will be reported on timecards.

Section 6 - Designated Union Space. Union stewards may utilize space in assigned desks for storage of Union materials. In the event stewards are not assigned desks the City will provide locker or other mutually agreeable space for storage of Union materials.

Section 7- Union Officers and Release Time. Six union officers, who are City employees shall be allowed a reasonable amount of release time off for monthly Labor/Management Meetings.

ARTICLE V - REDUCTION IN FORCE

Section 1- Attrition. In the event of reductions in force, they shall be accomplished wherever possible through attrition.

Section 2 - Advance Notice. When the City determines that layoffs are imminent resulting from reduction in force within the representation unit, the City will give the Union such advance notice as is reasonable under the circumstances. The notice will indicate the departments and divisions which will be affected and the circumstances requiring the layoffs. The City will furnish the Union with a current representation unit seniority list with notice of layoff.

Section 3 - Order of Layoff. If the work force is reduced within a department, division, or office for reasons of change in duties or organization, abolition of position, shortage of work or funds, or completion of work, employees with the shortest length of service will be laid off first so long as employees retained are fully qualified, trained, and capable of performing remaining work. Length of service for the purpose of this article will be based on current service hire date of record in a regular classification with no adjustment for leaves of absence. Length of service ties will be determined by lot in a method agreeable to both parties. Employees laid off due to the above reasons will be given written notice at least thirty days prior to the reduction in force. A copy of such notice will be given to the Union. Such employees shall be offered priority employment rights to regular positions which are requisitioned and for which the employees are qualified for a period beginning with notification and ending sixty (60) days following the reduction in force. Employees transferred or reclassified under this section will be assigned to the step in the new classification salary range closest to the employee's salary range at the time of reclassification. Employees laid off pursuant to this section shall receive the balance of all regular City compensation owed and severance pay equal to one month's salary at the employee's final rate of pay at termination. This does not include any amounts payable under Article V, Section 6, or PERS contribution refunds, if any.

Section 4 - Seniority/Bumping Rights. Employees identified for layoff who have seniority (bumping) rights to their current or previously held classifications within the representation unit must declare their intention to exercise these rights in writing and submit to the Human Resources Department within seven (7) working days after written notification of layoff, otherwise bumping rights will automatically terminate. Bumping may occur within the representation unit, only to the least senior incumbent of the current or a previously held classification. To bump, the employee must be fully qualified, trained, and perform all work in the position. For purposes of this section of the Agreement, the term "working days" shall mean Mondays through Fridays, exclusive of holidays.

Section 5 - Re-Employment List. The names of employees laid off or who through bumping changed classification in accordance with the provisions of this Article shall be entered upon a re-employment list in seniority order. The employee with the greatest seniority on the re-employment list, including those who exercised their bumping rights, shall be offered reinstatement first. Such notice of reinstatement shall be in writing with a copy to the employee, Union and Chapter Chair. If a laid off employee waives reinstatement or fails to respond within ten (10) working days of receipt of the notice, the employee shall be removed from the reemployment list. The person with the highest seniority including those who exercised their bumping rights on a re-employment list for a particular classification when a vacancy exists in that classification shall be offered the appointment. Names shall be carried on a re-employment list for a period of two (2) years from the date of separation from City services or change of classification through bumping. Upon re-employment within the two-year period, the employee's hire date of record at the time of layoff will be reinstated.

Section 6 -Sick Leave Balances. Employees laid off pursuant to Section 2 who are reinstated to a regular position within sixty (60) days shall retain the sick leave balance they had at the time of layoff, unless they have received a sick leave payoff in accordance with Article XII.

Section 7 - Hourly Employees Performing Duties. No representation unit employee will be laid off or remain on a re-employment list when hourly employees are performing substantially all the duties of the classification of the employee receiving a layoff notice or on a re-employment list. This provision shall not be applied to hourly positions which have been traditionally used for seasonal and part-time work.

ARTICLE VI - PERSONNEL ACTIONS

Section 1 - Probation. Each new regular or part-time employee shall serve a probationary period of twelve (12) months, commencing with the first day of his/her employment. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the acceptable standards of work. At least one written

performance appraisal will be given each probationary employee on or before expiration of the probationary period. Normally, this appraisal will be given at the end of the third month. In the event of termination prior to successful completion of the probationary period, such terminated employee shall be given written notice of his/her termination with the reasons for the termination stated therein. The Human Resources Department shall, upon request, afford an interview in a timely fashion to the terminated employee for discussion of the reasons for termination. The employee may, upon request, be accompanied by a Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action. The parties agree that probationary employees shall have all rights under this Memorandum of Agreement, including full and complete access to the grievance procedure, save and except for instances of suspension, demotion or termination.

Section 2 - Personnel Evaluations. Personnel evaluations will be given to employees as scheduled by Management. Personnel evaluations are not appealable through the grievance procedure but, in the event of disagreement over content, the employee may request a review of the evaluation with the next higher level of Management, in consultation with the Human Resources Department. For purposes of this review, the employee may be represented by the Union. Decisions regarding evaluation appeal shall be made in writing within ten (10) working days following the review meeting.

Section 3 - Personnel Files. Records of all disciplinary actions shall be kept in the central personnel file. Employees shall be entitled to sign and date all action forms in their personnel files. Employees are entitled to review their personnel files upon written request or to authorize, in writing, review by their Union representatives. An employee or the Union shall be allowed, upon reasonable request, copies of materials in an employee's personnel file relating to a grievance. Records of disciplinary actions, including references in a performance evaluation, shall be removed from a personnel file upon written request by the employee or in the normal process of file review after a period of three years, or sooner as mutually agreed by Management and the employee.

Section 4 - Release of Information. The City will only release information to creditors or other persons upon prior identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment and verification and disclosure of salary range information. Release of more specific information may be authorized by the employee.

Section 5 - Promotional Opportunities.

- a) **Posting.** Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days (Monday through Friday) prior to selection. Outside recruitment may be used for promotional openings and may begin at the time of posting, or any time thereafter. If, however, there are three or more qualified internal candidates within the department where the vacancy occurs, and those candidates successfully complete the selection process, outside candidates will not be considered.

- b) **Internal Candidate Eligibility.** All non-probationary representation unit employees are eligible to apply for posted promotional opportunities, except that Management may waive this requirement for all probationary employees within the department where the promotional opportunity occurs.
- c) **Selection.** The selection procedure for each promotional opening will be determined and administered by the Human Resources Department in consultation with the requisitioning department. Selection procedure and job description information will be available at the Human Resources Office at the time of posting. Efforts will be made to standardize tests and procedures where standardization is feasible and appropriate. Any tests used shall be reasonably predictive of success in the classification, and tests not be biased with respect to race, sex, sexual orientation, religion, creed, political affiliation, color, national origin, ancestry, or age. Selection procedures may include any or all of the following phases:
- 1) **Application.** Both inside and outside candidates must complete a City of Palo Alto application form specified by the Human Resources Department. Applications must be submitted to the Human Resources Office.
 - 2) **Screening.** Applications will be screened by the Human Resources Department to ascertain whether candidates meet minimum requirements as outlined in the job description. Internal candidates deemed not to meet minimum requirements may submit additional qualification information writing within three working days of notification of requirement deficiency.
 - 3) **Performance Testing.** Performance tests, such as typing, machinery or vehicle operation, skills demonstration, physical agility, etc., will be qualifying. Pass-fail points will be announced in advance for qualifying tests. If requested in writing prior to the test, performance test may be witnessed by Union steward.
 - 4) **Written Tests.** Written achievement or aptitude tests will be qualifying. Pass-fail points will be announced in advance for qualifying tests.
 - 5) **Interviews, Appraisals.** Interviews may be conducted individually or by interview boards and will be qualifying. Interview boards shall be composed of qualified and unbiased people. Where interview boards are used, Management will include at least one bargaining unit employee on each board. If individual interview or an interview board is used, a majority of the individuals or board members must recommend a candidate in order for the candidate to qualify for appointment. Performance appraisals written by candidates' supervisors may be used as indicated in the selection procedure.
- d) **Recommended Candidates.** Candidates who successfully complete all phases of the selection procedure will be recommended to the appointing authority.

- e) **Seniority.** Seniority, for purposes of this Article, will be based on current service hire date of record in a regular classification with no adjustment for leaves of absence. Seniority ties will be determined in favor of the employee with the lowest employee number last four digits. Exceptions to this subsection may be established by mutual agreement on a departmental or divisional basis. Such exceptions are listed in Appendix G.
- f) **Appointment.** The appointing authority will make appointments from among those recommended candidates who are most qualified as determined by objective review of selection procedure results and background materials. Where appointments are made from only internal candidates who are equally qualified as determined by objective review of selection procedure results and past performance, seniority will be the determining factor in promotional appointments.
- g) **Violations.** Any violation of this Article may be appealed to the Human Resources Director in Step III of the grievance procedure.

Section 6 - Rights. Unit employees applying for a vacant equal or lower paying position shall have the same rights as unit employees applying for a promotion.

Section 7 - Apprentice Positions. (a) The City shall establish apprentice positions wherever feasible. Length of apprenticeship, type of training, and pay levels shall be by mutual agreement. Where possible, apprentice positions will under fill regular positions so that incumbents may automatically progress to the classification for which they are training upon successful completion of apprenticeship. The City will meet and confer with the Union before adding any new apprenticeship programs during the term of this agreement. All apprenticeship programs are listed in Appendix B.

Section 8 - Rotation. In assigning employees to regular or special shifts, transfer, standby, overtime, or vacation selection, ability to perform the work, length of service and/or equitable rotation shall determine the assignments. In accordance with this provision, more definitive rules may be arranged by mutual agreement of the Union and individual City departments.

ARTICLE VII - PAY RATES AND PRACTICES

Section 1 - Salary. The base salary rates and ranges for job classifications covered by this bargaining unit are as set forth in Appendix A attached hereto. Said rates and ranges reflect an increase of one and sixty-five one-hundredths percent (1.65%) of June 30, 2012 base rates effective on the first day of the pay period including July 1, 2012 or on adoption of this MOA, whichever is later.

Section 2 - Step Increases.

Merit advancements from the first salary step to the second salary step shall be granted at six-month intervals and between second and subsequent steps at one-year intervals, if the

affected employee has demonstrated continued improvement and efficient and effective service. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

Section 3 - Working Out of Classification. The term "working out of classification" is defined as a Management authorized full-time assignment to a budgeted position on a temporary basis wherein all significant duties are performed by an individual holding a classification within a lower compensation range. Pay for working out of classification shall be as follows:

- a) Employees appointed to an "out of classification" will receive acting pay within the range of the higher classification beginning the first day of the assignment and shall be paid for all hours worked in the higher classification provided employee works a minimum of four (4) hours. Where out-of-class appointments last for more than 90 days, and whenever feasible, out-of-class appointment will be rotated among qualified interested employees in the work group. Employees will receive 5% premium pay for all assigned out of class pay for work within SEIU Classifications with the exception of lead assignments where the out of class pay will result in a 7% premium pay. Out-of-classification provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs, or declared conditions of public peril and/or disaster.

Section 4 - Classification Changes.

- a) During the course of this agreement, the Union and affected employees shall be notified in advance of any contemplated changes in classification description, wage range or steps. Such changes shall be subject to the meet and confer process. Such meet and confer process shall be concluded within no more than thirty (30) days following delivery of the City's notice to the Union. If the Union and the City cannot reach agreement on the appropriate pay level from a job so reclassified, the Union may, within ten (10) City business days following the conclusion of the meet and confer process described above by delivery of written notice to the Human Resources Director, refer the dispute over the proposed wage range or steps to arbitration at Step IV of the Grievance Procedure set forth at Article XIX of this Memorandum of Agreement.

Section 5 - Reclassification Requests.

- a) An employee or his/her representative may request in writing a re-evaluation of his/her job based on significant permanent changes in job content or significant discrepancies between job content and classification description. The request must be in writing, contain justification and may be made only on an annual basis during the period of September 10 through October 10. A statement by management that a job reevaluation request will be submitted with the departmental budget does not relieve

an employee from the responsibility of submitting his/her own request during this period. The Human Resources Director or his or her designee will initially respond to such requests within ninety (90) calendar days by notice to the employee and the union; however, this timeline may be extended if necessary. Such response shall include any reclassification to a different classification or changes in description that the City believes are warranted and any related changes in applicable pay range or steps. If meetings are held, the employee may request representation. If a reclassification is approved and results in an increase in salary, it shall be retroactive to the date the Employee or Union filed the request for the reclassification.

- b) If the employee or Union disagrees with the accuracy of the description of duties resulting from the study conducted pursuant to subsection (a) of this Section or with the wage range or steps assigned by the City as a result of the study, the employee or Union may, within ten (10) City business days of delivery of notice of such determination, appeal such decision under step IV of Article XIX, Grievance Procedure.
- c) In a dispute under Section 4(a) or section 5(b) above, the arbitrator shall render his or her decision on the appropriate wage range or steps within twenty-one (21) days after the initial hearing date. The same time line will be observed for disputes over the accuracy of the revised classification description. The parties will notify the arbitrator of this deadline at the time of the arbitrator's selection. In reaching a decision on wage range and steps under Section 4(a) or 5(b) above, the arbitrator shall base his or her award on the factors traditionally taken into account in the establishment of compensation. When deciding a dispute over the accuracy of the revised classification description under section 5(b) above, the arbitrator shall identify the modifications of the pre-existing classification necessary to accurately reflect the permanent changes, if any, that have been implemented. Upon receipt of the arbitrator's award, the City shall implement the revised classification and wage range or steps as provided in the award except as provided under subsection 5(c) of this section below. Notwithstanding an arbitrator's award pursuant to any appeal process, the City retains the right to forego implementing the changes and the proposed changes shall revert to the status quo as it existed before those changes in duties occurred or were proposed.
- d) An employee may submit a request for reclassification for the same classification no more than once every twenty-four (24) months.

Section 6 - Advance of Vacation Pay. Vacation pay shall be made available in advance of regular payday, provided that employee requests such advance in writing to the Finance Department at least two weeks prior to his/her vacation date. The employee's supervisor must verify vacation date on the request.

Section 7 - Assignment to a Lead Position. All vacancies in lead positions shall be filled in accordance with Article VI, Section 5. The pay range for the lead position shall be seven percent above the pay step of the highest paid employee on the crew.

Departmental exceptions for filling lead positions on a rotational basis for training and development purposes may be arranged by mutual agreement of the Union and individual City departments. Current exceptions are listed in Appendix C.

Section 8 - Realignments and Survey Data Base.

- a) Management and the Union have agreed to a compensation survey data base structure which identifies specific benchmark classifications for job families, classifications within the job families of each benchmark classification, survey agencies and survey classification matches. Survey Cities include:

Alameda	Hayward	San Mateo
Berkeley	Mountain View	Santa Clara
Daly City	Redwood City	S. San Francisco
Fremont	San Jose	Sunnyvale

If, in the opinion of the Human Resources Director (or designee), the employer list will not permit the production of a survey report that includes data from at least four (4) employers that employ employees in a classification comparable to the classification surveyed by the City, the Human Resources Director (or designee) will attempt to identify the other employers in the relevant recruitment area that employ workers in a comparable classification so that data from at least five (5) surveyed employers will be included in the study, if feasible. Such employer may include any public or private employer.

The database is intended to provide one source of information concerning how the compensation paid to employees in bargaining unit job classifications compares to that paid by other employers. The City will update the survey database and send the Union a copy six weeks before expiration of this agreement. This survey will be considered in connection with special adjustment proposals in successor agreement negotiations. By agreeing to a survey database, neither Union nor Management is under obligation to propose or agree to special adjustments.

ARTICLE VIII - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 1 - Work Week and Work Day. The standard workday for regular employees shall be eight hours to be worked within a maximum of nine hours (five-day work week) or ten hours to be worked within a maximum of eleven (four-day work week) or nine hours to be worked within a maximum of ten for four days with a fifth day of four hours (four and one-half day work week); or, within a fourteen-day period, nine hours to be worked within a maximum of ten hours for one day and eight hours to be worked within a maximum of ten hours for one day, with the work week scheduled to begin so that forty hours are worked within each seven days of the fourteen-day period (9/80 plan, with forty-hour work weeks), or any other schedule that results in a 40-hour work week, or fits within the parameters of an FLSA 2080 Plan. The "9/80 plan" may not be used in any application that requires entitlement to FLSA overtime for working the regular work

week. With the exception of the "9/80 plan" as described above and the 4/11 Dispatcher Plan, the standard work week shall be forty hours to be worked within five consecutive days. Additional exceptions to the above are listed in Appendix D. The Union shall be notified of any further exceptions to this section in accordance with Article III, Section 8. The City and the Union agree that the availability of alternate/flexible work schedules is a valuable benefit in that they promote job satisfaction while also reducing traffic congestion and air pollution.

During the term of this agreement, employees, subject to the conditions of their job assignment, may propose an alternate work schedule as listed under this Section. Such proposals must be made to the department head through the immediate supervisor. Serious consideration will be given to the feasibility and productivity of such proposals, however Management retains the right to determine scheduling needs.

Section 2 - Overtime Work.

- a) Overtime work for all unit employees shall be defined as any time worked beyond the standard workday or beyond the standard work week. Emergency overtime is defined as unplanned overtime work arising out of situations involving real loss of service or property or personal danger. Emergency overtime does not include:
 - i. overtime work resulting from personnel replacement for purposes of maintaining scheduled staffing;
 - ii. overtime work which is planned in advance;
 - iii. overtime work resulting from being held over for up to four hours to finish work performed during the regular shift.
- b) Compensation to employees working overtime will be in the form of additional pay at the rate of one and one-half times. Two times regular rate will be paid for billable customer convenience overtime and emergency overtime as defined in subsection (a) above) the employee's applicable hourly salary with the exception that an employee may request and, upon approval, be granted compensatory time off at the rate of one and one-half hours for each hour of overtime worked, subject to the limitations of applicable state and federal laws. In the event compensatory time off is used as the method of compensating for Overtime, the time off will be taken prior to the end of the quarter following the quarter in which the overtime has been worked. In the event the employee is denied this provision, he/she will be compensated in pay for such time at the appropriate rate specified by these sections. Or at the employee's option, the earned compensatory time will be added to the employee's vacation balance.
- c) All time for which pay is received shall count as hours actually worked for the computation of regular overtime pay; however, non-productive time will not be included in computation of any additional FLSA premiums.

- d) When an employee is required to work 6 or more hours of overtime (either emergency or pre-arranged) during the 16 hour period immediately preceding the beginning of the employee's regular shift on a workday, the employee shall be entitled to an eight-hour rest period before returning to work. If the rest period overlaps into the second half of the work day, the employee may be given (with supervisor approval) the remaining time off (up to a maximum of 3 hours) at the straight time rate of pay. Any portion of the rest period falling within the employee's work shift will be considered as hours worked and compensated at the straight time rate.
- e) If non-emergency overtime is canceled without at least 40 clock hours' notice, the City shall pay the affected employees two (2) hours' pay at time and one-half.
- f) Employees working overtime who are too fatigued to continue or return to work, for safety reasons will be released from duty without compensation.

Section 3 - Work Shifts. All employees shall be assigned to work shifts with scheduled starting and quitting times. Should conditions necessitate a change in starting and quitting times, the Union will be notified ten (10) working days in advance and permitted to discuss such changes with the City. This, however, shall not preclude the City's right to effect schedule changes dictated by operational necessity. This section does not apply to overtime scheduling.

Section 4 - City-Paid Meals.

- a) **Emergency overtime meals.** For purposes of this section, emergency overtime is defined as unplanned overtime arising out of situations involving real loss of service or property or personal danger. The City agrees to reimburse for meals in the amount of \$10 for breakfast, \$15 for lunch, and \$20 for dinner and will provide meals in the following emergency overtime situations:
 - 1) When an employee is called back and is on duty for a period of three consecutive hours, and thereafter at intervals of five hours, but not more than six hours, until the continuous overtime assignment ends.OR,
 - 2) When an employee is held over on duty so that his/her overtime assignment extends two hours after shift end, and thereafter at intervals of five hours, but not more than six hours, until the continuous overtime assignment ends.OR,
 - 3) When an employee is called out two hours or more before a regularly scheduled day shift and works the regularly scheduled shift, he/she will be entitled to breakfast and lunch. Lunches will be consumed on employee's own time. No in-lieu pay will be made for meals not taken. This sub-section does not apply if already covered in Section 4(a)(1) above.

- 4) When recalled two hours or less after the end of a regular shift, unless assigned to standby.
- b) **Non-emergency overtime meals.** The City will provide meals for personnel assigned to non-emergency overtime work where the assignment extends more than two hours after the regular or overtime shift end and at intervals of five hours thereafter.
 - c) With regard to (a) and (b) above, the City agrees to reimburse for meals in the amount of \$10 for breakfast, \$15 for lunch, and \$20 for dinner. Where possible, the City will arrange purchase orders at mutually agreeable restaurants. The time necessarily taken to consume a meal provided under this section shall be considered as time worked to a maximum of one hour, except as noted in (a) (3).
 - d) With regard to (a) and (b) above, in the event an employee is to be provided a meal or meals pursuant to this section and such meal(s) are not provided due to working conditions, the employee shall have the option of receiving for each meal not provided an additional one hour of overtime compensation in lieu of such meal. This hour will not be considered as time worked or part of the rest period, but will be applied to qualify for the rest period.
 - e) **Emergency overtime meals for Public Safety Dispatchers.** The Police Department will provide meals to employees in an emergency overtime situation involving real or potential loss of service or personal danger.
 - 1) When an employee is called back and is on duty for a period of three consecutive hours, and thereafter at intervals of five hours, but not more than six hours, until the continuous overtime assignment ends.
 - 2) When an employee is held over on duty so that his/her overtime assignment extends two hours after shift end, and thereafter at intervals of five hours, but not more than six hours, until the continuous overtime assignment ends.
 - 3) When an employee is called out two hours or more before a regularly scheduled shift. The employee will be entitled to two meals, the second meal will be consumed on the employee's own time. No in-lieu pay will be made for meals not taken.
 - 4) When recalled two hours or less after the end of a regular shift, unless assigned to standby.
 - f) **Non-emergency overtime meals for Public Safety Dispatchers.** The Police Department will provide meals to employees in non-emergency situations where the assignment extends more than two hours after the regular or overtime shift end and at intervals of five hours thereafter. If the City is unable to provide a meal, the City

agrees to reimburse for meals in the amount of \$10 for breakfast, \$15 for lunch, and \$20 for dinner. This policy only applies when an employee is held over, either voluntary or mandated, on duty beyond a scheduled regular or overtime shift.

Section 5 - Break Periods. All employees shall be granted a break period or coffee break limited to 15 minutes during each four hours of work. Departments may make reasonable rules concerning break period scheduling. Break periods not taken shall be waived.

Section 6 - Clean-Up Time. All employees whose work causes their person or clothing to become soiled shall be provided with reasonable time before lunch and at shift end for wash-up purposes.

Section 7 - Standby Pay, Call-Out Pay.

a) **Standby Compensation.** Employees performing standby duty shall be compensated at the daily rates established below:

Monday through Friday \$50
Saturday, Sunday, Holidays \$73

b) **Minimum Call-Out Pay.** Employees not otherwise excluded from receiving overtime pay who are called out to perform work shall be compensated for at least two hours' pay from the time of the call-out for each occurrence at the appropriate overtime rate. The two-hour minimum does not apply to employees called out to work while earning pay for being in a standby status unless called out to perform billable customer convenience work in which case the two-hour minimum will apply.

Section 8 - Night Shift Premium. Night shift premium of \$1.44 per hour shall be paid to employees for work performed between 6:00 p.m. and 8:00 a.m. This premium shall not apply to an employee whose schedule does not qualify for shift differential who requests an earlier scheduled start time that would otherwise qualify the employee for the premium. A minimum of two hours must be worked between 6 p.m. and 8:00 a.m. to qualify for the premium. Employees who regularly work night shifts shall receive appropriate night shift premiums, relating to night shift hours worked, in addition to base pay for holidays, sick leave and vacation. Night shift premium does not apply for overtime situations unless overtime is approved to replace an employee who would have otherwise received a night shift premium.

Section 9 - Bilingual Premium. \$35 per pay period shall be paid to a bilingual employee whose abilities have been determined by the Human Resource Director as qualifying to fill positions requiring bilingual speaking and/or writing ability when the employee regularly performs such duties. The Human Resource Director will determine the number, timing, location and duration of the assignments receiving the additional pay provided herein and which languages are needed. Sign language shall be recognized as a bilingual skill under this Article. Disagreements over the designation of positions will be

referred first to the Labor Management Committee. If a disagreement still exists it will be referred to the Grievance Procedure.

Section 10 - Communications Training Officer (CTO) Compensation. Public Safety Dispatchers and Chief Public Safety Dispatchers identified by Management to work as a Police Officers Standards and Training (POST) certified CTO will be compensated at a premium pay rate of five (5) percent. The premium pay is provided only for those hours spent as a CTO training a probationary dispatcher while on-duty in the Dispatch Center.

ARTICLE IX - UNIFORMS AND TOOL ALLOWANCES

Section 1 - Uniforms.

- a) The City will provide uniforms, coveralls or shop coats on a weekly basis, or as otherwise furnished, for the following jobs and/or classifications and any positions necessary or required as determined by management.

Animal Control Officer
Assistant Storekeeper
Auto Service Mechanic
Building Service Person - Lead
Building Service Person
Catholic Technician
Cement Finisher - Lead
Cement Finisher
Chemist
Community Service Officer ()
Electrical Assistant
Electrician Apprentice
Electrician Lead
Engineering Technician III - Refuse
Equipment Operator
Equipment Operator - Lead
Facilities Carpenter
Facilities Electrician
Facilities Maintenance - Lead
Facilities Mechanic
Facilities Painter
Field Serviceperson
Gas System Shop/Field Repairer
Gas System Technician I
Gas System Technician II
Golf Course Equipment Mechanic
Golf Course Maintenance Person
Heavy Equipment Operator - Lead
Heavy Equipment Operator

Industrial Waste Inspector
Industrial Waste Investigator
Instrumentation Electrician
Laboratory Technician, Water Quality Control
Line Person/Cable Splicer
Line Person/Cable Splicer - Lead
Mail Services Specialist
Maintenance Mechanic/Maintenance Mechanic, Water Quality Control
Mechanical Unit Repairer
Meter Reader
Meter Reader – Lead
Mobile Service Technician
Motor Equipment Mechanic - Lead
Motor Equipment Mechanic
Offset Equipment Operator - Lead
Offset Equipment Operator
Park Maintenance Assistant
Parking Enforcement Officer
Park Maintenance Person
Park Crew - Lead
Park Maintenance - Lead
Park Ranger
Parks & Open Space Assistant
Police Records Specialist
Refuse Disposal Attendant
Senior Chemist
Senior Industrial Waste Inspector
Senior Instrumentation Technician
Senior Operator, Water Quality Control
Senior Mechanic, Water Quality Control
Senior Park Ranger
Sprinkler System Repairer
Street Maintenance Assistant
Storekeeper
Storekeeper-Lead
Street Sweeper Operator
Traffic Control Maintainer - Lead
Traffic Control Maintainer II
Traffic Control Maintainer I
Tree Trimmer-Line Clearer
Tree Maintenance Assistant
Tree Trimmer-Line Clearer Assistant
Tree Trimmer-Line Clearer - Lead
Tree Maintenance Person
Truck Driver
Utilities Compliance Technician

Utility Field Service Representative
Utility Installer/Repairer
Utility Installer/Repairer Assistant
Utility Installer/Repairer – Lead
Utility Locator
Water Meter Cross Connection Technician
Water System Operator - Lead
Water System Operator
Water System Operator I
Water System Operator II
Water Quality Control Plant Operator

- b) Coveralls will be made available for occasional use as needed to protect clothing for the following classifications and any positions necessary or required as determined by management.

Building Inspector
Building Inspector Specialist
Building Service Person - Lead
Cable Splicer Assistant
Chief Electric Underground Inspector
Electrical Assistant
Electrician
Facilities Mechanic/Painter
Heavy Equipment Operator
Lineperson/Cable Splicer
Park Ranger
Senior Park Ranger
Utility Field Service Representative
Sprinkler System Repairer
Utility Installer Assistant
Utility Installer/Repairer
Utility Installer/Repairer - Lead

- c) Employees required to wear uniforms shall be provided suitable change rooms and lockers where presently provided.
- d) Employee clothing seriously damaged or destroyed in conjunction with an industrial injury will be reasonably replaced by the City. Any other claims alleging City liability may be filed with the City Attorney.
- e) Except in the Utilities Division, the City will make available, as an alternative to the shirts currently provided under Section 1(a), six (6) cotton polo shirts. Employees in the Utilities Division will be provided with six (6) long-sleeve shirts and two polo shirts. Employees will be responsible for laundering the shirts. Damaged or

otherwise unbearable shirts will be returned to the employee's supervisor and replaced by the City.

- f) Employees are responsible for laundering Park Ranger and Senior Park Ranger uniforms.
- g) The City will meet and confer with the Union regarding any mandated changes to uniforms.

Section 2 - Tool Allowance.

- a) Mechanics in Equipment Maintenance, Park Maintenance Lead, Motorized Equipment Mechanic and Mobile Service Technician shall be paid a tool allowance of \$610 annually.
- b) All tool allowances shall be paid bi-weekly.
- c) Parties will meet and confer to determine if additional classifications require tool allowance.

Section 3 - Shoe Allowance.

- a) Safety Shoes. The City shall reimburse employees 75 % of the cost of job-related safety shoes upon verification of such purchase by the employee.
- b) Walking Shoes. The City will reimburse employees 75% of the cost of job-related walking shoes for any positions necessary or required as determined by management including Meter Reader and Meter Reader-Lead, in an amount not to exceed \$300.00 per year. A walking shoe is a durable work shoe/boot (non steel-toed), is ankle supporting; oil, gas and slip resistant; waterproof or water resistant; lightweight and durable; and also provides hard surface cushioning.

Section 4 - Certifications. The parties agree to retain the current list of required certifications below. Employees who are required to maintain commercial driver's licenses shall have costs for medical examinations paid by:

- a) Completing an examination through their PEMHCA provider. After benefits have been paid by the PEMHCA provider, upon presentation of proper documentation, the City will reimburse any remaining costs, or
- b) Completing an examination at the Workforce Medical clinic or other City designated clinic. Employees may use paid leave for attendance at scheduled medical examinations. Employees shall be permitted to use up to two hours of regular City-paid time for attendance at biannual medical examinations. The scheduling of such time shall be preauthorized by the employee's supervisor.

- c) The City will pay special registration and/or certification fees which are required by Management. During the term of this agreement, the City and the Union may, by mutual agreement, review, add or delete classifications and/or required certifications listed below:

<u>Classification</u>	<u>Requirement</u>
Buildg Inspection Specialist	ICBO Certificate
Cathodic Technician	Corrosion Technician by the National Assoc. of Corrosion Engineers
Engineer Professional Equip Maint Serv Pers.	Professional Engineer Cert. (for step E) Forklift Operator Cert. (OSHA-approved)
Golf Course Maint Pers.	Qualified Applicators' License
Heavy Equipment Operator (Utilities and Electric)	Crane Operation Certificate
Indust. Waste Inspector	Backflow Prevention Device Tester
Inspector Field Services, Utilities Hired before July 1, 2012	D1 (DOH)
Installer/Repairer Series	D1 (DOH)
Maintenance Mechanic (Water Quality)	Crane Operator Certification
Mech. Unit Repairer	Welding Certificate
Motor Equip Mechanic and Lead	EMS, ASE
Public Safety Dispatcher	POST Basic Dispatcher POST Fire Academy EMD
Public Safety Dispatcher, Lead	POST Basic Dispatcher POST Fire Academy POST Supervision EMD
Senior Operator, WQC	Grade III Wastewater Treatment Plant Operator Certification

Surveyor, PW Tree Trimmer/Line Clearer	Licensed Land Surveyor Certified Tree Worker and/or Qualified Line Clearance/Tree Trimmer Cert. (OSHA-approved)
Tree Trimmer/Line Clearer-Lead	Certified Arborist
Utilities Install/Rep series	Polyethylene Fusing Cert. Gas Operator Certification (DOT)
Veterinarian Technician	Animal Health Tech. Certification
Water System Operator I	Grade DI – Water Distribution Operator
Water System Operator II	Grade DII – Water Distribution Operator & Grade TII – Water Treatment Operator
Senior, Water System Operator	Grade DIII – Water Distribution Operator & Grade TIII Water Treatment Operator
WQC Plant Operator I	Grade I Water Treatment Operator Certification.
WQC Plant Operator II	Grade II Water Treatment Operator Certification
WQC Plant Operator Trainee	Grade I Water Treatment Operator Certification
Water Meter Cross- Connection Technician	Backflow Prevention Tester Certification

- d) The City will pay for the Department of Motor Vehicles (DMV) licensing fees for all employees required to maintain a Commercial Driver's License in accordance with the California Vehicle Code and applicable laws prescribed by the Department of Transportation.
- e) **Pipeline Welding Assignment.** The City provided a 4% premium in base compensation to Utility Installer-Repairer, Installer-Repairer Lead positions in 2006 that met DOT certification requirements and are were assigned these duties. Utility Installer-Repairer and Utility Installer-Repairer Lead positions that fail to maintain current certifications will not receive a 4% premium on their base pay. Positions assigned these duties and designated by Management to receive this premium will not exceed five (5) Utility Installer/Repairer and Installer/Repairer Lead. If the certification is required in the job description, certification must be maintained. In

accordance with their job description Maintenance Mechanics that are assigned to Water Gas Wastewater must maintain all required certifications and shall receive 4% premium to their base pay for pipeline welding.

- f) **Building Inspector.** Upon successful completion of probationary requirements, the City will pay Building Inspectors a one (1) percent of base salary one-time payment for a certification above what is required. Employees may request one payment per year to a maximum of two payments in career. Payments will not exceed a maximum of one percent per year or two payments in a career. The Building Inspector Job Description specifies current requirements and the Union and City will agree on a list of appropriate certifications eligible for the premium. Premiums will not be paid if certification is not maintained.

- g) **Water and Wastewater System Operator Certification.** Employees classified in the following positions: Water Quality Control Plant Operators I and II, Senior Operator Water Quality Control, Water System Operators I and II, Senior Water Systems Operator, Inspector, Field Services assigned to Utilities and Installer Repairer Job Series may be eligible to receive a 1% base pay premium for certifications required by the Department of Health and/or the State Water Resources Control Board. Employees within these job classifications that have successfully completed probationary requirements may request an annual payment of one (1) percent for one (1) certification that is above those listed in their job description. An employee who qualifies for this payment shall be paid 1% of the employee's annual base salary once per year. The employee shall be responsible for providing the City with written documentation that the employee has obtained and is maintaining the qualifying certification on an annual basis. Premiums will not be paid if certification is not maintained. Eligible employees should verify certification will qualify for the premium before attempting certification. The Union and the City will update the job descriptions to reflect newly required certifications with no further adjustments to base salary. Payments will not exceed a maximum of one percent per year, and will take effect in the pay period following the verification of certification. All costs for obtaining certifications above what the job description requires will be the responsibility of the employee and may be paid for by using the City's tuition reimbursement program.

- h) In accordance with Cal-OSHA regulations any employee who operates a forklift must have Forklift Operator Certification. Training to be provided by the City.

- i) **Crane Certification.** A Heavy Equipment Operator, Line Person, Line Person Lead, or Maintenance Mechanic who possesses the legally required certification for operation of any crane will receive an increase of one percent (1%) of their base rate effective upon the ratification and adoption of this MOU by the City Council, or upon attainment of the certification, whichever is later.

Heavy Equipment Operator (Electric) must possess a Crane certification regardless of hire date. Any employee hired on or after July 1, 2012 may be required to obtain and possess crane certification.

For any other employee hired prior to July 1, 2012 crane certification shall be desirable (not required) except under the following circumstances:

- a) there are insufficient employees in the classification (Heavy Equipment Operator [exclusive of Electric], Lineperson, Lineperson Lead or Maintenance Mechanic) who possess the certification to perform the work;
- b) The Manager has sought volunteers and no employee in the classification has volunteered to train for the certification;
- c) all things being equal, the manager has selected the least senior employee in the classification who is judged by the City most likely to successfully complete the training and obtain crane certification.
- d) The Manager will allow up to three attempts to pass the crane certification for any employee hired before July 1, 2012 who has been involuntarily assigned to acquire the crane certification. Related training and test costs shall be borne by the City. No employee hired before July 1, 2012 shall be disciplined or discharged for failure to acquire a Crane certification.

Section 5 - Weather Protection. The City will provide rainy weather foot protection and one summer hat for the classification of Parking Enforcement Officer.

ARTICLE X - HOLIDAYS

Section 1 - Fixed Holidays. Except as otherwise provided, employees within the representation unit shall have the following fixed holidays with pay:

January 1
Third Monday in January (Martin Luther King Day)
Third Monday in February
Last Monday in May
July 4
First Monday in September
Second Monday in October
Veterans' Day, November 11
Thanksgiving Day
Day after Thanksgiving
December 25
Either December 24 or December 31 (see below)

Employees shall be excused with pay for the full work shift on either December 24 or December 31, provided, however, that City facilities remain open with reduced staffing levels, that Management retains the right to determine work schedules, and that neither day be considered a holiday for purposes of premium pay. If employees are not excused pursuant to this provision, one shift of vacation credit will be added to their vacation accrual. In the event that any of the aforementioned days, except for December 24 or December 31, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. If December 24 and 31 falls on Sunday, then the preceding Friday will be designated for purposes of the holiday. Exceptions to this provision are listed in Appendix E.

Section 2 - Pay for Fixed Holidays.

- a) All employees shall be paid a full day's pay at their regular straight time base hourly rate for all fixed holidays as defined herein.
- b) An employee must be in a pay status on the workday preceding the holiday to be eligible to be compensated for a holiday. This subsection does not apply to an employee who is on an unpaid medical leave of absence of less than five (5) days.

Section 3 - Work on Fixed Holidays. Any employee required to work on a fixed holiday shall be paid time and one-half for such work in addition to his or her regular holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at double time and one-half. Employees who work a schedule where a regular day off falls on a holiday will accrue the holiday hours they would have normally worked on that day.

Section 4 - Variations in Work Week.

- a) An employee whose work schedule requires that his or her regular days off be other than Saturday and/or Sunday shall have an additional day off scheduled by the department in the event a fixed holiday falls during his or her regularly scheduled day off. Every attempt will be made to schedule the day on a mutually agreeable basis. If the day cannot be so scheduled, the employee shall be paid for the day at the straight time base rate.
- b) Fixed holidays which fall during a vacation period or when an employee is absent because of illness shall not be charged against the employee's vacation or sick leave balance.

Section 5 - Floating Days Off

Employees hired on or before July 1, 2012 will be credited with 3 floating holidays to be scheduled for use by mutual agreement by employee and supervisor. In no event will FH be convertible to cash or other benefits in lieu of Floating Holidays.

Effective at the close of business 6/30/13 one floating holiday will be eliminated. On July 1, 2013 and every July thereafter, employees will be credited with two (2) Floating Holidays to be scheduled in the same manner as noted above.

Employees hired after 7/1/12 will not receive any floating holidays.

Floating Holidays not used by the end of the fiscal year will be deemed forfeited.

ARTICLE XI - VACATIONS

Section 1 - Vacation Accruals. Each employee shall be entitled to an annual paid vacation, accrued as follows:

- a) First day of continuous service through the last day of the fourth (4th) year: 80 hours vacation per year.
- b) First day of the fifth year of continuous service through the last day of the ninth (9th) year: 120 hours vacation per year.
- c) First day of the tenth (10th) year of continuous service through the last day of the fourteenth (14th) year: 160 hours vacation per year.
- d) First day of the fifteenth (15th) year of continuous service through the last day of the nineteenth (19th) year: 180 hours vacation leave per year.
- e) Twenty (20) or more years: 200 hours vacation leave per year.

Employees may accrue up to three times their annual vacation leave without loss of vacation days. In the event the City is unable to schedule vacation and, as a result thereof, the employee is subject to loss of accrued vacation, the City shall extend the vacation accrual limit up to one year, in which time the excess vacation must be scheduled and taken. As long as there is no interference with departmental operations, there shall be no unreasonable restriction of increments of use. Employees shall complete six (6) months' continuous service before using accrued vacation leave.

Section 2 - Holiday Falling During Vacation. In the event a fixed holiday as defined in Article X falls within an employee's vacation period, which would have excused the employee from work (and for which no other compensation is made), an additional workday for such holiday shall be added to the vacation leave.

Section 3 - Illness During Vacation. When an employee becomes ill while on vacation and such illness can be supported by a statement from an accredited physician or the employee is hospitalized for any period, the employee shall have the period of illness charged against sick leave and not against vacation leave.

Section 4 - Accrued Vacation Pay for Deceased Employees. An employee who is eligible for vacation leave and who dies while in the municipal service shall have the amount of any accrued vacation paid to his/her estate within thirty days. This proration will be computed at his/her last basic rate of pay.

Section 5 - Effect of Extended Military Leave. An employee who interrupts service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

Section 6 - Vacation at Termination. Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination.

Section 7 - Vacation Cash Out.

Once each calendar year an employee may cash out eight or more hours of vacation accrual in excess of 80 hours, to a maximum of 120 hours, provided that the employee has taken 80 hours of vacation in the previous 12 months.

1. To be eligible for cash out vacation, employees must pre-elect the number of vacation hours they will cash out during the following calendar year up to maximum of 120 hours, prior to the start of that calendar year. The election will apply only to vacation hours accrued in the next tax year and eligible for cash out.
2. The election to cash out vacation hours in each designated year will be irrevocable. This means that employees who elect to cash out vacation hours must cash out the number of accrued hours pre-designated on the election form provided by the City.
3. Employees who do not pre-designate or decline a cash out amount by the annual deadline established by the City will be deemed to have waived the right to cash out any leave in the following tax year and will not be eligible to cash out vacation hours in the next tax year.
4. Employees who pre-designate cash out amounts may request a cash out at any time in the designated tax year by submitting a cash out form to Payroll. Payroll will complete the cash out upon request, provided the requested cash out amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash out is not available at the time of cash out request, the maximum available will be paid.
5. For employees who have not requested payment of the elected cash out amount by November 1 of each year, Payroll will automatically cash out the pre-designated amount in a paycheck issued on or after the payroll date including November 1.

ARTICLE XII - LEAVE PROVISIONS

Section 1 - Sick Leave.

- a) The City shall provide each employee with paid sick leave, earned on a daily basis and computed at the rate of 96 hours per year, with no limits on amounts that may be accumulated, except that for employees hired after July 1, 1983, sick leave accrual accumulation shall be limited to 1,000 hours and subsections (a)(1) and (a)(2), shall not apply. Payment for accumulated sick leave at termination shall be made only in the following circumstances:
 - 1) Eligible employees who leave the municipal service or who die while employed and who have fifteen or more years of continuous service shall receive compensation for unused sick leave hours in a sum equal to two and one-half percent of their unused sick leave hours multiplied by their years of continuous service and their base hourly rate of pay at termination.
 - 2) Full sick leave accrual will be paid in the event of termination due to disability.
- b) **Use of Sick Leave.** Sick leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for personal business. Up to nine days sick leave per year may be used for illness in the immediate family, including registered domestic partner. A new employee may, if necessary, use up to forty-eight (48) hours of sick leave at any time during the first six months of employment. Any negative balances generated by such utilization will be charged against future accrual or deducted from final paycheck in the event of termination.
- c) An employee who has been disabled for 60 consecutive days and who is otherwise eligible both for payment under the long-term disability group insurance coverage and accrued sick leave benefits may, at his/her option, choose either to receive the long term disability benefits or to utilize the remainder of his/her accrued sick leave prior to applying for long-term disability benefits.
- d) Sick leave will not be granted for illness occurring during any leave of absence unless the employee can demonstrate that it was necessary to come under the care of a doctor while on such other leave of absence.
- e) **Return to Work With Limited Duty.** Upon approval of department management and the City Risk Manager, an employee may return to work for doctor-approved limited duty. Approval for return to work shall be based upon department ability to provide work consistent with medical limitations, the location of the work assignment, and the length of time of the limitations. The City doctor may be consulted in determining work limitations.

Section 2 - Bereavement Leave. Leave of absence with pay of three days shall be granted an employee by the head of his or her department in the event of death in the employee's immediate family, which is defined for the purposes of this section as wife, husband, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, mother, step-mother, mother-in-law, father, step-father, father-in-law, brother, brother-in-law, step-brother, sister, step-sister, sister in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchildren, aunt, uncle, niece, nephew, registered domestic partner, or a close relative residing in the household of the employee. Such leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave. Request for leave with pay in excess of three (3) days shall be subject to the written approval of the City Manager. Approval of additional leave will be based on the circumstances of each request with consideration given to the employee's need for additional time.

Section 3 - Military Leave. The provisions of the Military and Veterans' Code of the State of California shall govern the granting of military leaves of absence and the rights of employees returning from such leaves. Consistent with the Military and Veterans Code, the City of Palo Alto shall pay employees in SEIU bargaining unit their regular salary, salary differential, and all available benefits for the first thirty days.

Section 4 - Leave Without Pay.

- a) **Disability.** Leaves of absence without pay may be granted in cases of disability not covered by sick leave. Pregnancy will be considered as any other disability. Leaves of absence for disability are subject to physicians' verification including diagnosis and medical work restriction.
- b) **Family Leave.** Family leave will be granted in accordance with applicable state and federal law.
- c) **Other Leaves.** Leaves of absence without pay may be granted in cases of personal emergency, Union business or when such absences would not be contrary to the best interest of the City. Non-disability prenatal leave is available under this provision, but such leave shall not begin more than six months prenatal nor extend more than six months postpartum.

During unpaid leaves of absence for disability or other reasons, the employee may elect to use accrued vacation credits. Requests for leaves without pay shall not be unreasonably denied. In order to avoid misunderstandings, all leaves without pay must be in writing to be effective.

Section 5 - Jury Duty and Subpoenas. Employees required to report for jury duty or to answer subpoenas as a witness in behalf of the State of California or any of its agencies shall be granted a leave of absence with pay from their assigned duties until

released by the court, provided the employee remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service. When an employee returns to complete a regular shift following time served on jury duty or as a witness, such time falling within the work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not an employee shall return to his or her regular shift following performance of the duties, reasonable consideration shall be given to such factors as travel time and a period of rest. When a combination of City work time and jury duty equals 14 or more hours in the 24-hour period immediately before the employee's shift starting time, the employee will be allowed a rest period of nine hours. Any portion of the rest period falling within the employee's work shift will be considered as hours worked and compensated at the straight time rate. This provision does not apply to conditions of bona fide emergency. Bona fide emergency conditions are conditions involving real or potential loss of service or property or personal danger.

Section 6 - Time Off to Vote. Time off with pay to vote in any general or direct primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.

Section 7 - Disapproval of Leave of Absence. In case of disapproval of extension, revocation or cancellation of an existing leave of absence, notice shall be sent by certified mail, return receipt requested, to the employee stating the date of such action, the reason and a specific date to return to work, which is not less than five working days from date indicated on return receipt.

Section 8 - Personal Business Leave Chargeable to Sick Leave. All employees shall be granted up to twenty (20) hours personal business leave per calendar year, chargeable to sick leave. The employee need not disclose the reason for the personal business. The scheduling of such leave is subject to the approval of the appropriate level of Management, and such approval shall not unreasonably be denied.

Section 9 - Return to Assignment. The department shall make every effort to ensure that employees resuming work following a leave pursuant to Sections 1- 8 shall be returned to the assignment, shift, and/or work location held immediately prior to the leave. If the employee cannot be so assigned, he or she shall, upon request, be granted a meeting with department management to discuss the reasons for the change. Upon request, the employee shall be afforded Union representation at such a meeting.

ARTICLE XIII - WORKERS' COMPENSATION INSURANCE

Section 1 - Industrial Temporary Disability.

- a) While temporarily disabled, employees shall be entitled to use accrued sick leave for the first three (3) days following the date of injury and thereafter shall be paid full base salary for a period of not to exceed fifty-seven (57) calendar days, unless

hospitalized, in which case employees shall be paid full base salary for a period not to exceed sixty (60) days from date of injury.

- b) For any temporary disability continuing beyond the time limits set forth in (a) above, employees shall be paid two-thirds (66 2/3%) of their full base salary at the time of injury for the duration of such temporary disability in conformance with the State law.
- c) During the period of temporary disability, an employee's eligibility for health, dental, life, LTD, or other insured program will continue with City contributions at the same rate as for active employees. In case of Subsection (a) above, the employee will continue to accrue vacation and sick leave benefits. In the case of Subsection (b), sick leave and vacation benefits shall not be accrued.

Section 2 - Vocational Rehabilitation Benefits for Permanently Disabled Employees. Vocational Rehabilitation will be made available to employees who have suffered permanent disability as a result of an injury or illness sustained in the course and scope of employment before 1/1/04. For injuries on or after 1/1/04 qualified employees are entitled to supplemental job displacement vouchers in accordance with the California Labor Code, Division 1, Department of Industrial Relations and Division 4, Workers' Compensation and Insurance, the Americans with Disabilities Act (ADA), and the City of Palo Alto's Workers' Compensation Program.

ARTICLE XIV - BENEFIT PROGRAMS

Section 1 - Health Plan

a) **Active Employees**

1. Through October 5, 2012 the City and employees will continue to contribute toward medical insurance premiums in the same proportion and subject to the same terms that they contributed toward such premiums as of June 30, 2012. Effective at the start of the pay period including October 6, 2012 the City will pay a maximum of ninety percent (90%) of the monthly medical premium for the plan in which the employee is enrolled at the employee's applicable level of enrollment (i.e. employee only, employee plus one dependent or employee plus two or more dependents). However, the City will in no event contribute more than ninety percent (90%) of the premium for the second most expensive plan among the existing array of plan sat the employee's applicable level of enrollment. City medical premium contributions will be prorated for part-time employees hired or newly assigned to a part-time work schedule on or after January 1, 2010 based on the number of hours per week the part-time employee is assigned to work. If PERS changes the plans it offers, the City and the Union will meet and confer over the City continuing to provide an equivalent benefit at an equivalent cost.

The City shall contribute to its retiree insurance trust (the PERS retiree medical trust or its successor) an amount not less than the amount of premium contributions paid by active employees in the bargaining unit in the respective calendar year as a result of the employees' payment of ten percent (10%) of the premium increase as provided above in this paragraph 1. The City shall make one contribution in the fiscal year to cover the entire amount payable to the trust under this paragraph as of the preceding December 31.

b) Health Plan Coverage for Future Retirees Hired Before January 1, 2005.

Monthly City-paid premium contributions for a retiree-selected health plan through the CalPERS Health Benefits Program will be made as provided under the Public Employees' Medical and Hospital Care Act. Effective 1/1/07 the City's monthly employer contribution for each retiree shall be the amount necessary to pay for the cost of his or her enrollment, in a health benefits plan up to the monthly premium for the 2nd most expensive plan offered to the SEIU employee (among the existing array of plans). However, the City contribution for an employee hired before January 1, 2005 who retires on or after April 1, 2011 shall be the same contribution amount it makes from time to time for active City employees.

For 2012, the contribution for dependents is 95% (100% in 2013) of difference between the applicable "Employee and One Dependent" or "Family" maximum employer contribution for Active SEIU employees and the maximum monthly employer contribution for "Employee Only" coverage.

c) PERS – Health Benefit Vesting For Future Retirees Effective January 1, 2005.

The CalPERS vesting schedule set forth in Government Code section 22893 will apply to all SEIU employees hired on or after January 1, 2005. Under this law, an employee is eligible for 50% of the specified employer health premium contribution after ten years of service credit, provided at least five of those years were performed at the City of Palo Alto. After ten years of service credit, each additional year of service credit will increase the employer contribution percentage by 5% until, at 20 years' service credit, the employee will be eligible upon retirement for 100% of the specified employer contribution. However, the maximum contribution for family members will be 90% of the specified employer contribution. The City of Palo Alto's health premium contribution will be the minimum contribution set by CalPERS under section 22893 based on a weighted average of available health plan premiums.

d) Coverage for Domestic Partners.

Domestic Partnership Registered with the California Secretary of State.
Employees may add their domestic partner as a dependent to their elected health plan coverage if the domestic partnership is registered with the Secretary of State.

Domestic Partnership Not Registered with the California Secretary of State.
Domestic partners who meet the requirements of the City of Palo Alto Declaration of Domestic Partnership, and are registered with the Human Resources Department, will

be eligible for reimbursement of the actual monthly premium cost of an individual health plan, not to exceed the maximum monthly City employer contribution for one-party coverage under the CalPERS Health Benefits Program for SEIU members. Evidence of premium payment will be required with request for reimbursement.

e) At City option during the life of this agreement and if otherwise available, the City may offer an incentive payment in lieu of City-paid dependent or family medical coverage for those employees who voluntarily decline dependent coverage.

f) **Alternative Medical Benefit Program.**

If a regular employee and/or the employee's dependent(s) are eligible for medical insurance through any other employer-sponsored or association-sponsored group medical plan, the employee may elect that alternative medical insurance coverage through the other employer-sponsored or association plan and waives his/her right to the City of Palo Alto's medical plan insurance coverage for same individuals. Employees electing alternative coverage and waiving City coverage will receive cash payments in the amount of two hundred eighty-four dollars (\$284) for each month for which the employee has elected alternative coverage and waived City coverage, effective at the start of the pay period including October 6, 2012. From and including July 1, 2012 through the day before the start of the pay period that includes October 5, 2012 the benefit payable under this Alternative Medical Benefit Program will be the same benefit in effect June 30, 2012.

g) If the State of California or federal government requires the City to participate and contribute toward coverage under any medical plan outside of PEMHCA, the City's total liability for enrolled employees and retirees and their eligible family members shall not exceed what the City would have paid toward PEMHCA coverage in the absence of such state or federal plan. The City will meet and confer with the Union over the impact of such change on matters within the scope of representation before implementing any change.

Section 2-Dental Plan.

a) The City shall continue to provide a self-funded dental program for the benefit of City employees and their eligible dependents. The City shall pay 100% of the required premiums for the program, except that benefits for regular part-time employees will be prorated as follows: Employees hired after January 1, 2005, who will work less than full time, will receive prorated premium costs for dental benefits in accordance with his/her percentage of a full-time work schedule. Part-time employees currently receiving full benefits will not be impacted.

b) The City's Dental Plan provides the following:

- Maximum Benefits per Calendar Year \$2,000 per person.

- c) Effective July 1, 2001, dental implants in conjunction with one or more missing natural teeth, and removal of implants will be covered as a Major Dental Service at 50% usual, customary and reasonable (UCR).
- d) Effective 1/1/07 the City will add composite (tooth colored) fillings in dental plan posterior teeth.
- e) Effective 1/1/07 the City will pay up to \$2000.00 for Orthodontia coverage.

Section 3 - Vision Care. The City shall continue to provide a self-funded vision care program for the benefit of City employees and their dependents. The City shall pay 100% of the required premiums for the program. The benefits of the vision care program shall continue to be equivalent to \$20 Deductible Plan A under the Vision Service Plan.

Section 4 - Life Insurance. The City agrees to continue the Basic and Supplemental life insurance plan as currently in effect for the term of this Memorandum of Agreement.

Section 5- Long Term Disability Insurance. The City shall continue the long term disability insurance plan currently in effect for the term of this Memorandum of Agreement. For Plan A, the benefit is 66 and 2/3% of pre-disability earnings to the maximum benefit level of \$4000.00 per month. Employee coverage is subject to a voluntary payroll deduction of the insurance premium applicable to the first \$6,000 of monthly salary, less a credit of \$11.17 per month to be paid by the City. For Plan B, the benefit is 60% of pre-disability earnings up to the maximum benefit level of \$1800 per month. Employee coverage is subject to a voluntary payroll deduction of the insurance premium applicable to the first \$2000 of monthly salary for Plan B. The City will pay premiums in excess thereof. The City will pay up to \$17.50 per month toward long term disability insurance premiums for those employees without eligible dependents covered under the health insurance provisions.

Section 6 - Effective Date of Coverage for New Employees. For newly-hired regular employees, elected coverage will begin on the first day of the month following date of hire.

Section 7 - Dual Coverage. When a City employee is married to another City employee each shall be considered as an employee for purposes of health and dental coverage, provided however that neither shall be covered as a dependent of the other, and dependent children, if any, shall be covered by only one spouse.

Section 8 - Deferred Compensation. The City shall continue to make available a Section 457 Deferred Compensation Plan to SEIU employees and will insure reasonable access to Deferred Compensation representatives for all interested employees.

Section 9 - Dependent Care Assistance Program. The City shall continue to provide a Dependent Care Assistance Program (DCAP) for employees that complies with Section 125 and 129 of the Internal Revenue Code.

Section 10 - Training Programs.

- a) Employees assigned by the City to attend meetings, workshops, or conventions of their professional or technical associations shall have their dues and reasonable expenses paid by departmental funds and shall be allowed to attend such workshops, meetings, and conventions on paid City time.
- b) City will reimburse for travel, meals and lodging while away from home attending an educational conference that the supervisor authorizes as being job related or which will improve an employee's skills. Per City Policy and Procedure 1-02, the Pre-Travel Authorization Form should indicate expenses that will be paid.

ARTICLE XV - RETIREMENT

Section 1 - PERS Continuation.

- A. 2.7% @ 55. The City will continue the present benefits under the Public Employees' Retirement System 2.7% at 55 for employees hired before July 17, 2010. The Parties acknowledge that employees under this formula hired before July 17, 2010 are subject to a final compensation calculation, for pension determination purposes, based on their single highest year of compensation earnable as provided by Government Code Section 20042.
- B. 2.0% @ 60 – (Single Highest Year). For employees hired on or after July 17, 2010 but before August 1, 2013 or the adoption of the modified 2% at 60 formula described below, whichever is later, the City will continue to provide the 2% at 60 retirement formula ("2% at 60"). The Parties acknowledge that employees under the existing 2% at 60 pension formula are subject to a final compensation calculation, for pension determination purposes, based on their single highest year of compensation earnable as provided by Government Code section 20042.
- C. 2.0% @ 60 – (3 Highest Years). The City shall further amend its contract with CalPERS to provide miscellaneous members hired on or after August 1, 2013 with the CalPERS retirement formula two percent (2.0%) of final compensation at age sixty (60) with a final compensation calculation, for pension determination purposes, based on the employee's three consecutive highest years of compensation earnable, as provided by Government Code section 20037. The City may delay the adoption or implementation of the foregoing amendment to the extent it deems such delay necessary to accommodate legal and administrative requirements. In such event, employees hired between and including August 1, 2013 and the day before the amendment's implementation date will be placed in the 2% of final compensation at age 60 formula with single highest year earnable compensation as described above.

Section 2 - Employee Share.

Effective with the first pay period including July 1, 2012 employees under all retirement formulas set forth in Section 1 above shall pay 8% if enrolled in the 2.7%@55 benefit or 7% if enrolled in the 2%@60 benefit.

Section 4 - Utility Rates Discount. Employees who retire and were employed by the City on or before April 1, 1977, and spouses of deceased employees who were employed by the City on or before April 1, 1977, shall continue reductions in utility rates. All retired employees and spouses of deceased employees shall also have residential privileges at City libraries, refuse disposal area, golf course and swimming pools.

ARTICLE XVI - COMMUTE INCENTIVES AND PARKING

Section 1 - Commute Incentive. Eligible employees may voluntarily elect one of the following commute incentives:

Civic Center Parking. Employees assigned to Civic Center and adjacent work locations. The City will provide a Civic Center Garage parking permit. New employees hired after April 30, 1994 may initially receive a parking permit for another downtown lot, subject to the availability of space at the Civic Center Garage.

Carpool. The City will provide \$30 per month (taxable income) to each eligible employee in a carpool for 60% or more of their scheduled work days per month with two or more people.

Bicycle. The City will provide \$20 per month to eligible employees who ride a bicycle to work. This payment is available through the CCD web site in the form of a special Commuter Check (tax free) for bike equipment, gear or repairs. This benefit cannot be combined with other commute benefits.

Walk. The City will provide \$20 per month (taxable income) to eligible employees who walk to work 60% or more of their scheduled work days.

Transit or vanpool users: Tax-free incentives up to the IRS limit (currently \$125/month) are available through the Commuter Check Direct (CCD) web site for employees using Bay Area public transportation or riding in a registered vanpool at least 60% of their scheduled work days.

The deadline for registering with CCD and placing an online order is 8:59 p.m. on the 7th of each month, for the next month's benefit. For example, employees wishing to order a transit pass by June must place their online orders with CCD by May 7th.

Section 2 – Parking Lot Security – Municipal Service Center. The City will provide fenced and locked parking facilities for Municipal Service Center employees. Procedures will be established for entering and leaving the parking facilities.

Section 3 – Bicycle Lockers and Motorcycle Parking. The City will provide bicycle lockers and motorcycle parking areas for City employees at mutually agreeable work locations.

ARTICLE XVII - PHYSICAL EXAMINATIONS

If any non-probationary employee who is required to have a City-provided physical examination not related to workers' compensation programs disagrees with the findings of the City-sponsored physician, he/she may consult with his/her own physician and, if his/her private physician's report conflicts with that of the City physician in terms of ability to work at his/her regular job, then he/she may request an evaluation of his/her problem through a third physician mutually agreed upon by the employee and the City. Cost for such examination will be equally shared and the decision of this physician concerning the continuing ability of the employee to perform his/her work in his/her regular job without exposing himself/herself to further injury as a result of his/her condition shall be the basis for returning the employee to his/her regular work.

ARTICLE XVIII – SAFETY

Section 1 - Health and Safety Provisions. The City shall furnish and use safety devices and safeguards and shall adopt use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe, in conformance with applicable safety regulations under the State Labor and Administrative Code sections. The City shall not require or permit any employee to go to or be in any employment or place of employment which is not safe.

Section 2 - Union Cooperation. Union will cooperate with the City by encouraging all employees to perform their work in a safe manner.

Section 3 - Safety Committees and Disputes.

Safety committees composed of Management and Union stewards in the below listed organizations will meet no less than six (6) times annually to discuss safety practices, methods of reducing hazards, and to conduct safety training. This shall in no way remove the basic responsibility of safety from Management nor shall it in any way alter the responsibility of the employee to report unsafe conditions directly and immediately to his or her supervisor.

Community Services
Public Works
Water-Gas-Wastewater Field Operations
Electric Field Operations
Water Quality Control

- a) A committee composed of one facilities Management representative, one building inspection representative, two Union representatives, and the City Risk Manager will meet as needed concerning safety matters of the Civic Center.
- b) A ten-member Citywide Union/Management safety committee with equal Union and Management membership will meet upon call to review safety and occupational health standards and practices, discuss overall City safety and health problems, and to act as an advisory group to the departmental safety committees. The committee shall review all departmental safety programs and recommend change where necessary.
- c) In cases of dispute over safe working conditions the employee will first report such unsafe conditions to his or her supervisor and every attempt will be made to rectify the problem at this level. The employee may contact his or her steward to assist in the resolution of the dispute. If the problem cannot be resolved the Risk Manager will be contacted and the problem will be addressed through the interpretation of the basic safety rules and regulations. Should the problem not be resolved at this step, the grievance procedure will be utilized. Safety grievances shall be submitted at Step III.
- d) In response to recommendations from the Ergonomics Safety Committee, management will develop training workshops which include information on safe ergonomic work practices. Such workshops will be given at least two times per year. Upon release of Cal/OSHA regulations covering safe workplace ergonomic standards, management will immediately adopt such standards as party of its Injury Prevention Program.

ARTICLE XIX - GRIEVANCE and APPEAL PROCEDURE

Section 1 - General Provisions. The City and the Union recognize that early settlement of grievance or appeal of disciplinary actions is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or appeal of disciplinary action, or Union grievances as provided for below. In presenting a grievance or appeal of disciplinary action, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Release time for investigation and processing a grievance or appeal of disciplinary action is designated in Article IV of this Memorandum of Agreement (MOA).

Section 2 – Definitions.

- a) Grievance means an unresolved complaint or dispute regarding the application or interpretation of rules, regulations, policies, procedures, Memorandum of Agreement or City ordinances of resolution, relating to terms or conditions of employment, wages or fringe benefits, excluding however those provisions of this MOA which specifically provide that the decision of any City official shall be final, the

interpretation or application of those provisions not being subject to the grievance or appeal of disciplinary action procedure.

- b) Appeal of a disciplinary action means an appeal of any kind of disciplinary action against an employee covered by this Memorandum of Agreement. Discipline is defined as suspensions without pay, reductions in pay, demotion or discharge. Reprimands, transfers, reassignments, layoffs, and negative comments in performance evaluations are not considered discipline.

Section 3 - Conduct of Grievance Procedure or Appeal of Disciplinary Action Procedure.

- a) An aggrieved employee may be represented by the Union or may represent himself/herself in preparing and presenting a grievance or appeal of disciplinary action at any level of review. Grievances or appeal of disciplinary action may also be presented by a group of employees. No grievance or appeal of disciplinary action settlement may be made in violation of an existing merit rule or memorandum of agreement. The Union will be notified prior to the implementation of any settlement made which affects the rights or conditions of other employees represented by the Union. The Union and the Steward will be copied on all written representation unit grievance or appeal of disciplinary action decisions.
- b) An employee and the representative steward, if any, may use a reasonable amount of work time so long as there is no disruption of work, in conferring about and presenting a grievance or appeal of disciplinary action. Requests for release time to prepare grievance or appeal of disciplinary action shall be made in accordance with the provisions of Article IV, Section 3.
- c) Beginning with the third step of the grievance or appeal of disciplinary action procedure, the Chief Steward or Alternate Chief Steward may assist in presenting a grievance or appeal of disciplinary action and may be present at all Step III, and IV grievance or appeal of disciplinary action hearings.
- d) The time limits specified in this Article may be extended by mutual agreement in writing of the aggrieved employee or the Union and the reviewer concerned.
- e) Should a decision not be rendered within a stipulated time limit, the grievant may immediately appeal to the next step.
- f) The grievance or appeal of disciplinary action may be considered settled if the decision of any step is not appealed within the specified time limit.
- g) If appropriate, the aggrieved employee(s) or the Union and the department head may mutually agree, in writing, to waive Step I and/or Step II of the grievance or appeal of disciplinary action procedure.

- h) Grievances or appeal of disciplinary action shall be made in writing and submitted on forms provided by the City or on forms which are mutually agreeable to the City and the Union. The written grievance or appeal of disciplinary action shall contain clear, factual and concise language, including: (1) the name of the grievant; (2) a statement of the facts upon which the grievance or appeal of disciplinary action is based, including relevant dates, times and places; (3) specific provisions of this Agreement or specific City rules, policies, or procedures which the grievance or appeal of disciplinary action alleges has been violated; (4) a summary of any steps taken toward resolution; and (5) the action the grievant believes will resolve the grievance or appeal of disciplinary action.
- i) Any retroactivity on monetary grievances or appeal of disciplinary action shall be limited to the date of occurrence, except in no case will retroactivity be granted prior to three months before the grievance or appeal of disciplinary action was filed in writing.
- j) If the grievance is filed by more than one employee in the bargaining unit, the Union may, at its option, convert it to a Union grievance after Step II of the grievance procedure. The Union may also file a grievance in those instances when, under this Memorandum of Agreement, a Union right not directly related to an individual employee becomes the subject of dispute. Union grievances shall comply with all of the foregoing provisions and procedures.
- k) For purposes of time limits, “working days” are considered to be Monday through Friday, exclusive of City holidays.
- l) If a mutually agreed solution is reached during any step of this grievance or appeal of disciplinary action procedure, the agreement shall be placed in writing and signed by the City and the grievant or union.
- m) Upon request of either party, meetings to discuss the grievance or appeal of disciplinary action shall be held at any step in the grievance or appeal of disciplinary action procedure.
- n) The Parties may mutually agree in writing to an alternate method(s) of delivery for any communication for any notices required pursuant to Article XIX, Grievance Procedure, of a grievance or appeal of disciplinary action. Such agreement shall list the designated representative(s) for each party and the appropriate contact information for each Party, and describe the agreed-upon method(s) of communication. All designated representatives shall be copied on any communications. On all transmissions that are intended to conform to a time limit, the sender shall retain proof that the transmission was sent within that limit (for example, confirmation of electronic mail transmission or record of successful fax transmission) in the sender’s file for production if a dispute arises over existence or timing of the transmission. Either Party may designate new representatives or

terminate an alternate delivery agreement under this section by providing written notice, which shall be effective immediately, to the other.

Section 4 - Grievance and Appeal Procedure.

Step I. Informal Discussion. Within fifteen (15) working days after the incident or discovery of the incident on which the grievance or appeal of disciplinary action is based the aggrieved employee shall present the grievance action to his or her immediate supervisor and attempt to resolve the grievance through informal discussions. Every attempt will be made to settle the issue at this level.

Step II. If the grievance is not resolved through the informal discussion in Step 1 or the employee wishes to appeal disciplinary action taken against him/her in the case of a grievance, the employee will reduce the grievance or appeal of disciplinary action to writing and submit copies to the Department head or his or her designee within fifteen (15) working days of the discussion with the immediate supervisor or within fifteen (15) working days from the receipt of a final disciplinary action. The Department Head or designee shall have fifteen (15) working days from the receipt of a written grievance or appeal of disciplinary action to review the matter and prepare a written statement.

Step III. If the grievance or appeal of disciplinary action is not resolved and/or the aggrieved employee is not satisfied with the Step II decision, the grievant or disciplined employee may appeal to the Human Resource Director or his or her designee in writing within fifteen (15) working days of the receipt of the Department Head's response. The written appeal to the Human Resources level shall include a copy of the original grievance or appeal of disciplinary action, the Department Head's decision at Step II, and a clear statement of the reasons for appeal. Within fifteen (15) working days, after receiving the written appeal, the Human Resource Director shall review the matter and prepare a written statement. If a mutually agreed solution is reached during this process the agreement shall be placed in writing and signed.

Step IV. If the grievance or appeal of disciplinary action is not resolved at Step III, the aggrieved employee may choose between final and binding resolution of the grievance or appeal of disciplinary action through appeal to the City Manager or through appeal to final and binding arbitration. For the term of this Memorandum of Agreement, appeals to final and binding arbitration may be processed only with Union approval. All Step IV appeals must be filed in writing at the Human Resources Department Office within fifteen (15) working days of receipt of the Human Resource Director's decision at Step 3. If the grievant or appellant elects final and binding resolution by the City Manager, the City Manager will choose the methods he or she considers appropriate to review and settle the grievance or appeal of disciplinary action. The City Manager shall render a written decision to all parties directly involved within fifteen (15) working days after receiving the grievant/appellant's appeal. If the grievant/appellant elects final and binding arbitration in accordance with this provision, the parties shall mutually select an arbitrator within 90 days from the date of receipt of the written request for appeal. In the event the parties cannot agree on an arbitrator, they shall mutually request a panel of five

arbitrators from the California State Conciliation Service or from the American Arbitration Association if either party objects to the State Conciliation Service, and select an arbitrator by the alternate strike method. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Memorandum of Agreement and such Merit System Rules, regulations, policies, procedures, City ordinances, resolutions relating to terms or conditions of employment, wages or fringe benefits, as may hereafter be in effect in the City insofar as may be necessary to the determination of grievances or appeal of disciplinary action appealed to the arbitrator. The arbitrator shall be without power to make any decision contrary to, or inconsistent with or modifying in any way, the terms of this Memorandum Of Agreement. The arbitrator shall be without authority to require the City to delegate or relinquish any powers which by State law or City Charter the City cannot delegate or relinquish. Where either party seeks arbitration and the other party claims the matter is not subject to the arbitration provisions of this Memorandum of Agreement, the issue of arbitrability shall first be decided by the arbitrator using the standards and criteria set forth in Article XX and without regard to the merits of the grievance or appeal of disciplinary action. If the issue is held to be arbitrable, the arbitration proceedings will be recessed for up to five working days during which the parties shall attempt to resolve the grievance. If no resolution is reached, the arbitrator will resume the hearing and hear and resolve the issue on the merits. Copies of the arbitrator's decision shall be submitted to the City, the aggrieved employee and the Union. All direct costs emanating from the arbitration procedure shall be shared equally by the City and the aggrieved employee or the Union.

ARTICLE XX - UNSATISFACTORY WORK OR CONDUCT AND DISCIPLINARY ACTION

The City has the right to discipline, demote, or discharge employees for cause. Non-probationary employees whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion, or discharge. Discipline is defined as suspensions without pay, reduction in pay, demotion, or discharge. Reprimands, transfers, reassignments, layoffs, and negative comments in performance evaluations are not discipline and shall not be subject to the requirements of this Article.

Section 1 - Preliminary Notice of Discipline.

Prior to imposing disciplinary action, a supervisor shall provide an employee with preliminary written notice of the proposed disciplinary action. The notice of proposed disciplinary action must be in writing and served on the employee in person or by registered mail or Fed-Ex . The notice of disciplinary action shall include:

- a) Statement of the violations upon which the disciplinary action is based;

- b) Intended effective date of the action;
- c) Statement of the cause thereof;
- d) Statement in ordinary and concise language of the act or the omissions upon which the causes are based;
- e) Copies of any documents or other written materials upon which the disciplinary action was fully or in part based.
- f) Statement advising the employee of his/her right to appeal from such action, and the right to union representation.
- g) The date and location of the Skelly meeting and the name of the Skelly Officer

Section 2 - Skelly Meeting. The employee shall have the right to respond informally to the charges either verbally or in writing before the discipline is imposed. The employee shall have fifteen (15) working days from receipt of the notice to request this pre-disciplinary administrative review. The employee may request a reasonable extension of the time to respond for justifiable reasons. The Skelly meeting to listen to the verbal responses shall be scheduled with a City representative who is not the manager recommending the discipline (the “Skelly Officer”). The Skelly Officer shall render a final written decision (the “post-Skelly decision”) within fifteen (15) working days of receiving the employee’s response, if any, and shall deliver the post-Skelly decision to the employee by personal delivery or registered mail. The Skelly Officer may sustain, modify, or overturn the recommended disciplinary action. If the Skelly Officer sustains or modifies the disciplinary action, the action may be imposed after the post-Skelly decision is delivered to the employee.

Section 3 – Appeals.

Appeals of disciplinary action should be processed through the procedures outlined in Steps 2-4 of the grievance appeal of disciplinary action procedure (Article XIX, Section 4.)

ARTICLE XXI - NO ABROGATION OF RIGHTS

The parties acknowledge that Management rights as indicated in Section 1207D of the Merit System Rules and Regulations and all applicable State laws are neither abrogated nor made subject to negotiation by adoption of this MOA.

ARTICLE XXII - OUTSIDE EMPLOYMENT

The provisions of Article 4.7 of the Government Code of the State of California will govern the determination of incompatible outside employment.

ARTICLE XXIII – WORK STOPPAGE AND LOCKOUTS

The City agrees that it will not lock out employees, and the Union agrees that it will not engage in any concerted work stoppage or slowdown during the term of this MOA. An employee shall not have the right to recognize the picket line of a labor organization when performing duties of an emergency nature.

ARTICLE XXIV PROVISIONS OF THE LAW

Section 1. Conformity and Separability of Provisions. This Memorandum of Agreement is subject to all current and future applicable Federal and State laws and Federal and State regulations and the Charter of the City of Palo Alto and the Constitution of the State of California. Should any of the provisions herein contained be rendered or declared invalid by reason of any existing State or Federal legislation, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

Section 2. Merit Rules and Regulations. This Memorandum of Agreement shall become a part of the City of Palo Alto Merit Rules and Regulations applying to employees assigned to classifications in the SEIU unit. As applied to employees assigned to the SEIU unit, this Memorandum of Agreement shall prevail over any conflicting Merit Rules and Regulations.

Section 3 - Resolution.

The City and the Union agree by signing this Memorandum of Agreement that the wages, hours, rights and working conditions contained herein shall be continued in full force during the term of this Memorandum of Agreement except as otherwise provided for in the Memorandum of Agreement and shall be binding on both the City and the Union upon ratification by the Council of the City of Palo Alto and upon ratification by Union membership.

ARTICLE XXV - COST REDUCTION PROGRAMS

During the term of this agreement, the Union will aggressively assist Management in developing cost reduction programs. Such programs may include voluntary reduced hours/pay after this concept is studied by Management, and with such application as may be approved by Management.

ARTICLE XXVI – TERM

The Term of this Memorandum of Agreement shall commence on July 1, 2012 and shall expire on December 1, 2013. The Parties agree that they will commence negotiations over a successor to this Memorandum of Agreement no later than one hundred eighty (180) days before its expiration. If, at the time this Memorandum of Agreement would

otherwise expire, the parties are continuing to negotiate a successor Memorandum of Agreement, upon mutual agreement the terms and conditions of this Memorandum will continue in effect.

EXECUTED:

FOR LOCAL 521, SEIU, CTW:

FOR CITY OF PALO ALTO:

Susan Nye, Regional Director

James Keene, City Manager

Brian Ward, Chapter Chair

Kathryn Shen, Chief People Officer

Vic Farisato, Chief Steward

Darrell Murray, Chief Negotiator

Margaret Adkins, Vice Chair

Marcie Scott, Employee Relations Mgr

Luis Uribe, Recording Secretary

David Ramberg, Assistant Director,
Administrative Services

Peggy Quillman, Steward

Nancy Nagel, Sr. Financial Analyst

Alicia Spotwood, Steward

Dean Batchelor, Assistant Director, Utilities

Ratu Serumalani, Steward

Charlie Cullen, Dep Dir, Technical Services

Oscar Godinez, Steward

Rob De Geus, Division Mgr, Rec & Golf

Teresa Jolin, Steward

Jon Hospitalier, Manager, Maintenance Ops

Eric Talley, Steward

Lydia Wallace-Pounds, Steward

Appendix “A” - Salary Schedule

This Appendix will be amended to reflect the following increases effective July 1, 2012 or upon adoption of the MOA, whichever is later, unless otherwise noted:

- General base wage increase 1.65%
- Lineperson/CS base increase 5%*
- Lineperson/CS Lead base increase 5%*
- Compliance Technician base increase 5%*
- Compliance Lead base increase 5%*
- Utility System Operator base increase 5%*
- Installer-Repairer Lead base increase 2%*
- Recreation Coordinator base increase 6.8%*

Update the job descriptions listed above as *presented*, add the service retention steps of 2.5% of base for Dispatcher I, II and Lead at beginning of 7th year and beginning of 10th year.

APPENDIX B. APPRENTICESHIPS

ELECTRICIAN/LINEPERSON - LINEPERSON/CABLE SPLICER APPRENTICE:

May lead to Electrician or Lineperson/Cable Splicer positions. The Utilities Department is proposing to formalize the Apprenticeship programs in the Electric Section to develop journey level electricians and lineperson/cable splicers. The following are basic concepts/principles to be incorporated:

1. The administration and operation of the Apprentice Lineperson/Cable Splicer program will be managed by the Apprenticeship Committee which will be selected by the Manager of Electric Operations and comprised of two (2) bargaining unit members designated by Local 521 and two (2) Managers and the Manager of Electric Operations. The Manager of Electric Operations will maintain oversight of the program. The Apprenticeship Program will be subject to review and approval by the State of California Department of Industrial Relations Division of Apprenticeship Standards.
2. The journey level position will not be a promotional opportunity for anyone other than the apprentice under filling the position, as long as that apprentice is successfully progressing through the program.
3. Employees in Electric Operations who qualify will be given first consideration for the apprentice position prior to other City classifications or recruiting from outside the City.
4. A letter of agreement will be entered into by the apprentice and the City identifying the terms and conditions of the program.
5. The program will normally require forty-eight (48) months to complete.
6. Normal progress through the program will be in periodic increments with formal evaluations.
7. Salary steps have been established to bridge the Electrical Assistant classification into the journey level classification. Employees hired into an Apprenticeship position on or before July 1, 2012 will continue to progress through the Apprenticeship steps and into the Lineperson journey rate at the same intervals as existed before July 1, 2012 for other employees in the Apprenticeship Program. This will result in the employee achieving the top step (step 5) of the Lineperson rate after completion of 36 months of the Apprenticeship Program. However, such employees will continue in the Apprenticeship program through the successful completion of the fourth year of the program.

Employees hired into an Apprenticeship position after July 1, 2012 will be paid at step 1 of the Apprenticeship range through the first year of the Apprenticeship. At the end of the first year, the employee will progress to step 2. The next step will occur at 18 months after the commencement of the Apprenticeship; the next at 24 months; the next at 30 months; and the next at 36 months. Upon completion of the fourth year following commencement of the Apprenticeship, the employee will be paid at the top step (step 5) of the journey Lineperson wage.

Successful completion of the program and movement into the Lineperson classification will not transpire until the employee has fulfilled all of the requirements outlined in the program content description and received the recommendation of the Apprenticeship Committee.

8. A process for initial selection and placement in the program will be established. The City and the Union agree to review or develop job descriptions to better reflect the qualification necessary to attract and retain successful candidates for this program. It is further agreed that the job descriptions will not warrant additional compensation.
9. A procedure for removing an unsuccessful apprentice from the program will be developed.
10. A task force including journey level persons will be assigned to determine the content and approach to specific elements of training.
11. Training will consist of on-the-job (OJT) and after hours elements (study and formal classes). Off-the-job training costs will be funded by tuition reimbursement and departmental funds. Personal time spent in off-the-job training will not be compensated.
12. The apprentice will be under the continuing guidance of an appropriately qualified journey level person during OJT. Such journey level persons will be assigned by Management from among volunteers and will receive no additional compensation.
13. Qualifications/progress will be verified by appropriately kept records.
14. Unless specifically stated otherwise, regular City personnel policies and MOA provisions will apply to the apprenticeship program.
15. This program may become a conceptual model for apprenticeships in other divisions or departments.

APPENDIX C. ALTERNATIVE 4/11 WORK SCHEDULE

The City and Union have agreed to the following alternative work schedule for Public Safety Dispatchers:

1. The City agrees to maintain a minimum of 18 permanent dispatchers on paid status for this alternative 4/11 work schedule. If the Communications Unit falls below the minimum staffing levels for Communications for more than 120-days (4 months), the City and the Union will meet and confer over whether to continue the 4/11 schedule or revert to another schedule (such as 4/10) until such time as there are 18 permanent dispatchers on paid status.
2. The City agrees that in accordance with FLSA requirements the dispatchers will receive overtime for all hours worked outside of the regularly scheduled work hours of the 4/11 schedule.

APPENDIX D - DEPT/DIVISION CLASSIFICATION WORKDAY OR WORK WEEK VARIATION

Section 1. Exceptions to Standard Workday or Work Week for SEIU Representation Unit:

Community Services

Arts & Culture Division

Volunteer - Coordinator Each week (30 hours): 15 hours of unscheduled time; 15 hours of scheduled time

Library Department

Coordinator, Library Programs
Librarian
Senior Librarian
Library Specialist
Library Assistant
Library Associate

In a given workweek, staff may work three eight-hour days, one seven-hour day, and one nine-hour day. On a voluntary basis, staff may work five non-consecutive days within seven.

Section 2. Rules Governing Flexible Work Hours.

These rules and procedures are established pursuant to Article VI, Section 8, and are an application of Article VIII, Sections 1, 2, and 3 of the Memorandum of Agreement to the classifications of Coordinator, Recreation Programs; Producer, Arts & Sciences Programs; Program Assistant; Theater Specialist, in the Recreation and Arts & Culture Divisions of the Community Services Department, and the classifications of Associate Planner, Building Planning Technician, CDBG Coordinator, Engineer, Executive Secretary, Office Specialist, Planner, Senior Planner and Staff Secretary in the Planning and Community Environment Department.

a) Flexible Work Schedule

1. Employees in the covered classification shall be permitted to arrange flexible work schedules with division approval, providing that such schedules shall include forty (40) hours per week.
2. Standard daily office hours shall be Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m. Flexible hours may occur for supervision of, and/or attendance at, evening programs, meetings, weekend events, or other programs.

1. Overtime

1. Emergency call-out work shall be defined as overtime work and compensated per standard City practices.
2. If the need arises for overtime work due to an unusual circumstance calling for extra hours or due to a special event, compensation shall be allowed with prior approval of the Director of Recreation, Director of Arts and Culture, or the Director of Planning and Community Environment, and shall be compensated for, as spelled out in the Memorandum of Agreement.

Section 3. 2080 Plan

- a) Either the Union or the City may withdraw from the Plan by giving the other party 30 calendar days written notice. In the event of termination of the plan, the covered classifications will return to an 8-hour or other authorized workday as provided under Article VIII, Section 1, of this Memorandum of Agreement.
- b) Provisions of the 2080 Plan are as follows. To the extent that these provisions are in conflict with other provisions of the Memorandum of Agreement, these provisions will prevail.
- c) The 2080 Plan or “12 hours per Shift Schedule” is an authorized work schedule for the Electric System Operators and Water Quality Control Plant Operators.

2080 Plan

Under this 2080 Plan, each employee's hours of work per year may not exceed 2,240. For scheduling purposes, and subject to the Merit System Rules and Regulations, the employee will be guaranteed not less than 2080 hours per year, or no less than 52 weeks at the normal number of hours worked per week. Any employee covered by the Plan who works up to 2,080 hours per year is compensated for all hours worked at the agreed upon rate. The City must pay overtime for all hours worked in excess of 12 in any workday, 56 hours in any work week, or 2080 hours in 52 weeks as the case may be. The rate of overtime will be at time and one-half the employee's regular rate of pay (or current contract overtime rate, if different).

Shift Schedule

The shift schedules combined must provide full 24-hour, seven (7) days per week coverage for the Utility Control Center and Water Quality Control Plan. The shift schedule shall be a rotating schedule. The Electric System Operators' shift schedule will reach the equivalent of 40 hours per week in five weeks. The 12-hour shifts begin at 7:00 a.m. and 7:00 p.m. The Relief shift shall begin at 7:00 a.m. and end at 3:00 p.m. with lunch taken while working. The shift schedule shall be rotating schedule. The Water Quality Control Plant Operators' shift schedule will reach the equivalent of 40 hours per week in two weeks. There will be four 12-hour shifts that begin at 6:00 a.m. and 6:00 p.m. The fifth shift will be a 4/10 shift that begins at 6 a.m. on three days, and at noon

on the fourth day.

Pay Period

Pay periods and workweek for the System Operations will begin Sunday at 7:01 a.m. Pay periods and workweek for the Water Quality Control Plan Operators will begin Saturday at 6:01 a.m.

Wages

Wages will be based on the City of Palo Alto Compensation Plan, which may vary from time to time as mutually agreed upon.

Overtime

Under the 2080 Plan, the City will pay overtime for all hours worked in excess of 12 in any workday, 56 in any work week, or 2080 in 52 weeks, as the case may be.

Overtime will also be paid for hours worked when an employee is called in to work other than their regularly-scheduled shift. The overtime rate of pay will be one and one-half times (or current contract overtime rate, if different) of the employee's regular rate of pay. All overtime worked will be paid to the employee. No compensatory time off for overtime will be allowed with the exception of Water Quality Control Operations.

Relief Employees

This provision only applies to the Electric System Operators. The five Operators share the relief week evenly as they rotate through the five week cycle. Relief employee(s) will be used within the 12-hours shift schedule only when relieving for the System Operators on shift. When not relieving, they will work four eight-hour shifts.

When a vacation relief week results in a 36-hour or 48-hour week, the operator working said week shall be paid at one and one-half (1½) time their normal rate of pay for hours that exceed thirty two (32) hours.

Relief Duties

This provision only applies to the Electric System Operators. An employee who is scheduled to perform relief duties shall be available for duty in revolving shifts on any day of the week and may be assigned for relief in any shift without advance notice. Relief employees will be paid standby pay during their relief week.

Standby

This provision only applies to the Electric System Operators. An employee who is on relief duties is covering standby, and will be compensated according to Article VIII, Section 7 (a) of the Memorandum of Agreement. If the relief employee is on vacation or otherwise unavailable for relief duties, the employee(s) on their three or four-day off period will be first on standby.

Management reserves the right to utilize Management personnel as Operators on a short-term, as needed basis, if no Operator is available.

Filling Vacant Positions

If the City elects to fill a vacancy other than by reassignment of the shift or the utilization of prior or succeeding shift personnel, the following procedure shall be used:

Employees will be called according to their position on the Pre-arranged Overtime List (POL), with the person with the lowest balance being the first one called. The purpose of the POL is to fairly distribute the available opportunities. If an employee turns down the overtime, that amount will be added to the employee's POL balance. If an employee cannot be contacted for such assignment, the employee will not have any overtime added to their POL account balance.

Shift Changes

Shift changes caused by scheduled time off or sick leave will not be considered an official change in shift.

Maximum Hours Worked

No employee shall work more than 18 consecutive hours.

Rest Period

In a 12-hour workday, employees are entitled to a rest period of 8 consecutive hours after working 6 hours overtime during the 12 hours immediately before the regularly scheduled hours of work on a workday or non-workday.

Holidays

Employees who begin their day or night shift on an observed holiday will receive overtime premium in accordance with Article X, Section 3 of the Memorandum of Agreement. Employees who work a schedule where a regular day off falls on a holiday will be paid for the hours they would have normally worked on that day.

Employees working for Water Quality Control Operations may accrue holiday time convertible to vacation.

Sick Leave

Sick leave will be earned as indicated in Article XII, Section 1(a) of this MOA, and shall be charged in increments of one hour.

Floating Days Off

Floating holidays will be made available to eligible employees and used pursuant to Article X, Section 5.

Vacation

An employee's total entitlement will be converted to hours (eight hours = one day). A workday will consist of 12 hours, and employees taking vacation will be charged 12 hours of use. Two week notification is required for any scheduled time off. Only one person at a time may be scheduled off.

It is the intention of the City that vacation be taken in units of one work week; however, with approval of his/her supervisor, an employee may use his/her accrued vacation in units of less than one work week.

Meals

Shift employees shall be permitted to eat their meals during work hours and shall not be allowed additional time, therefore at City expense.

Shift Premium

Shift premium will be handled in accordance with the current Memorandum of Agreement between the City and the Union, Article VIII, Section 8.

Jury Duty

Time off for jury duty which occurs on a regularly scheduled workday will result in the employee being credited with up to 12 hours worked, for pay purposes. Employees called for jury duty who are working the evening portion of the 12-hour schedule will be placed, for payroll and scheduling purposes, on the day shift for each scheduled day such employee is required to report for jury duty, and will not be required to work the evening 12-hour shift before or after being required to report for jury duty. However, such employee shall return to work on the day shift upon being released from such duty if there are at least four hours remaining prior to the end of the day shift. All other provisions of Article XII, Section 5, of the current Memorandum of Agreement shall apply.

APPENDIX E. IN-LIEU PREMIUMS

1. For employees in the following operations assigned to work schedules other than Monday through Friday, the calendar day will be considered the holiday for premium pay of in-lieu scheduling purposes:

- Communications
- Water Quality Control
- Animal Control
- Golf Course
- Utilities Services
- Landfill
- Open Space
- Electric System Operator

2. If December 24 and 31 fall on Sunday, then the preceding Friday will be designated for purposes of excused time off, except in the case of Community Services staff who may be scheduled to work on Saturday, in which case Saturday will be designated for purposes of excused time off. For Open Space and Library personnel, designation of excused time off will be based on Park and Library schedules and employee preference.

APPENDIX F. COMMUNICATIONS DIVISION PROMOTIONS

1. Promotional opportunities within the Communications Division will be carried out in compliance with procedures set forth in Article VI, Section 5, of the Memorandum of Agreement between the City and SEIU Local 521, except that:
 - a. In sub-paragraph (e) of Article VI, Section 5, the term "seniority" shall be defined as division seniority.
 - b. Division seniority will be calculated from an employee's first day of employment in the division, minus any unpaid leave.

APPENDIX G. SIDE LETTER REGARDING – RECOVERY OF CITY TRAINING COSTS

In recognition of the extended training provided to affected employees, the Parties agree that the City may recover up to thirty percent (**30%**) of its cost for training employees, hired on or after July 1, 2012, in the Field Services Representative and Lineperson/Cable Splicer Apprentice classifications if the employee voluntarily terminates from the City or abandons his or her City employment before completing three years of City service in the Field Services Representative or Lineperson/Cable Splicer classification. The amount recovered shall reasonably reflect the City's cost for the training, but will exclude all wage or benefit costs, and will be prorated to reflect the portion of the thirty-six (**36**) month post-training service period remaining at the time of the employee's termination. As of July 1, 2012 thirty percent (30%) of the City's cost for training employees in the Lineperson/Cable Splicer Apprenticeship Program was \$30,000 for the three years of the pre-existing three year program. For the Field Service Representative, thirty percent (30%) of the City's two year training cost was \$5,550. The employee will be required to sign an agreement providing for reimbursement to the City as provided above on the form attached hereto as Appendix H.

APPENDIX H. RECOVERY OF TRAINING INVESTMENT AGREEMENT

This Agreement is entered into between _____ (“Employee”) and the City of Palo Alto (the “City”), as authorized by the Memorandum of Agreement between the City and SEIU Local 521.

RECITALS

- A. The purpose of this Agreement is to limit the City’s risk that it will invest substantial sums in the Employee’s training but potentially lose the value of that training if the employee terminates without rendering substantial journey level service to the City after training.
- B. The City may require reimbursement from Employee of thirty percent (30%) of the total training cost for _____ position, subject to abatement when specified service requirements are met.
- C. On or about _____ (date) City extended to Employee a conditional offer of employment in the position of _____ (position), subject to Employee’s agreement to complete the training necessary to perform the duties of _____ (position), under the terms of the training program. The _____ (position) requires [*description of training*], which as of July 1, 2012 cost the City approximately \$_____ over the course of the training.
- D. This agreement sets forth the Employee’s agreement to reimburse the City for the City’s investment in the Employee’s training if the employee voluntarily terminates from the City prior to the completion of thirty-six months of service following successful completion of the training.

THEREFORE, the Parties agree to the terms set forth below:

By signing this agreement, the Employee understands that s/he is bound by agrees to the following terms:

1. _____ (hereafter “Employee”) agrees that in _____ training Employee for the position of _____, the City of Palo Alto (hereafter “City”) incurs a total cost of \$_____.
2. Employee agrees that amounts recoverable under this agreement do not include Employee wage or benefit costs.
3. Employee agrees that in the event he/she voluntarily terminates or abandons his or her employment from the City prior to the completion of thirty-six (36) months of service following the successful completion of his or her apprenticeship, he/she will repay the City for the cost of training noted above, prorated to reflect the months of service the Employee has completed following successful completion

of their training. Employee agrees that for the purpose of this agreement, "time of service" shall begin on the date following the successful completion of the Employee's training.

4. Employee agrees that the aggregate amount of repayment due will be determined based upon the attached proration table.
5. Employee agrees that repayment shall be due and made in equal monthly installments over the twelve (**12**) months immediately following termination, on the first of each such month.
6. If Employee does not fully reimburse the City for the amounts due when due, the entire aggregate amount owed will become immediately due, the employee will be deemed in default on this agreement and the City may initiate legal proceedings to collect said amounts. Employee will be responsible for all reasonable collection costs and attorney fees incurred by the City in undertaking such proceedings. The City may elect to forbear taking such action to allow Employee the opportunity to become current on the debt. Such forbearance will not alter the Employee's default status or adversely affecting the City's right to later initiate proceedings for recovery pursuant to this Agreement.
7. This agreement shall be effective on the date listed below.

DATED: _____
Employee

Title, City of Palo Alto