

MEMORANDUM OF UNDERSTANDING

BETWEEN

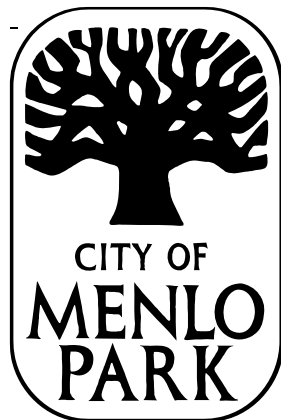
LOCAL 715

SERVICE EMPLOYEES INTERNATIONAL UNION,

AFL-CIO

AND

THE CITY OF MENLO PARK



Leading the Way

October 29, 2006 through October 24, 2009

PREAMBLE

This Memorandum of Understanding is entered into by and between Local 715, Service Employees International Union, AFL-CIO (hereinafter "Union") and the City of Menlo Park (hereinafter "City"). This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

ARTICLE 1: RECOGNITION

- 1.1 The Union is recognized as the exclusive representative of the classifications for City workers as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise his/her right of self-representation under Section 3502 of the Government Code.
- 1.2 Whenever, during the term of this Agreement, a worker is hired or reclassified to a position not contained in Appendix "A" and not contained in any other bargaining unit, his/her eligibility for inclusion in the bargaining unit shall be governed by the satisfaction of any of the following criteria:

The meet and confer process shall be used to determine whether newly created positions shall be in the bargaining unit.

- 1.2.1 The worker is hired as an employee on a full-time basis of twelve (12) months or more.
- 1.2.2 The worker is employed on a permanent part-time basis and works an average greater than or equal to twenty (20) hours per week, six (6) months or more out of twelve (12) months.
- 1.2.3 The worker is not classified as a permanent part-time employee, but works at least twenty (20) hours per week for an average of twelve (12) months.
- 1.2.4 The worker is a provisional employee.
- 1.2.5 Successive contracts with same worker shall be totaled in order to determine the applicable twelve (12) or six (6) months period.
- 1.2.6 When a position is filled by successive contracts with different workers, but otherwise meets the criteria for inclusion in an SEIU bargaining unit as defined by this Article, the position shall be included in the bargaining unit.

- 1.3 Section 1.2 shall not apply to any person who is an independent contractor.
- 1.4 The following groups of workers are not eligible for representation by this bargaining unit:
 - 1.4.1 All police and police management classifications which are contained in other bargaining units;
 - 1.4.2 Members of the Management Team who are not subject to merit system employment procedures or protection;
 - 1.4.3 Supervisory classifications where the worker supervises one or more permanent positions and signs job evaluations;
 - 1.4.4 Seasonal and part-time workers who work less than twenty (20) hours per week and/or whose duration of employment is less than twelve (12) months;
 - 1.4.5 Independent contractors;
 - 1.4.6 Student interns who carry a course load of twelve semester units or more during the regular school year;
 - 1.4.7 Graduate students who, as part of an accredited program lasting up to two years, are engaged in a cooperative work program.
- 1.5 On a monthly basis the City shall provide the Union with a listing of all temporary workers on the City payroll. Such listing shall include each temporary worker's department, rate of pay, classification, number of hours worked during the month, and cumulative hours worked.
- 1.6 The City shall notify the Union whenever it establishes a new non-bargaining unit classification which impacts negotiable terms or conditions of employment for bargaining unit workers. Upon request by the Union, the City shall meet and confer over the negotiable effects of its decision to create the new classification.

ARTICLE 2: UNION SECURITY

(Note: Sections 2.1 through 2.5 were previously modified by Side Letter 2001-1, dated January 18, 2001)

2.1 Agency Shop

2.1.1 Duty of Fair Representation. The Union has the duty to provide fair and non-discriminatory representation to all workers covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

2.1.2 Implementation. Effective March 11, 2001, all unit members, as a condition of initial and continued employment, for the duration of this Agreement, shall either (a) become a member of the Union, or (b) pay a service fee to the Union in lieu of membership, or (c) claim religious exemption as a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, as provided in Section 3502.5(c) of the Government Code.

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 worker's representation unit, that the Union and the City have entered into an Agency shop agreement requiring payment listed above as a condition of employment, provide an enrollment card (furnished by the Union) and give the worker a current copy of the Memorandum of Understanding.

Workers shall be free to become a member of the Union or to refrain from becoming a member of the Union. Workers who voluntarily become Union members shall maintain their membership in the Union for the duration of this Memorandum of Understanding, provided, however, that workers may resign Union membership during the first five business days of September of any year, by notifying the Union and the Personnel Division in writing by registered mail, postmarked within the withdrawal period.

If an individual employee becomes delinquent in paying fees required under this Section due to a clerical error or the fact that the employee was not paid by the City during the pay period, the City shall not be responsible for paying such fees. However, once the City has been notified of the error, the City will make the correction within that pay period. In cases where a worker is not paid for a portion of the pay period and their salary is insufficient to cover part or all of the withholding of union dues or service fees, or their statutory withholding obligations exceed the withholding of union dues or service fees, there shall be no withholding. All legal, statutory and required deductions shall have priority over fees.

Each regular pay period, the City shall provide the Union with a list of the names, addresses, classifications, and membership status of all unit workers except those who file written notice with the

Personnel Division objecting to the release of addresses, in which case information will be transmitted without address. Once a month, the City shall supply the Union with a list of representation unit new hires, terminations and retirements that occurred during the previous month.

The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims of any nature whatsoever, and against any claim or suit instituted against or involving the City arising from the execution of the City's obligations contained in this Article or from the use of the monies remitted to the Union, including the costs of defending against such actions or claims.

- 2.1.3 Dues Deduction. The City will deduct Union membership dues, agency fees, insurance fees, and any other mutually agreed upon payroll deduction from the biweekly pay of the worker, effective with the first pay period the worker is employed, subject to the provisions contained in Section 2.1.2. The worker must authorize deduction of membership dues in writing on an enrollment card acceptable to the City and the Union. In cases where an enrollment card has not been returned, the mandatory service fee shall be deducted from the biweekly pay of the worker. The City shall remit the deducted dues and other fees to the Union as soon as possible after deduction. The membership status report and dues deduction report shall be electronically transmitted to the Union via e-mail or other mutually agreeable method.

In cases where, for whatever reason, (e.g., the City being enjoined from collecting dues or service fees), a worker is delinquent in the payment of such dues or service fees, the Union shall utilize the judicial process to compel payment.

- 2.1.4 Establishment of Service Fee. The Union shall demonstrate to the City that it has complied with applicable law by (a) having disseminated to the bargaining unit adequate information about its expenditures for the preceding fiscal year, including information regarding its "chargeable" and "nonchargeable" activities in the prior fiscal year, broken down in adequate and reasonable detail between the chargeable and nonchargeable activities; (b) having established a full, fair and prompt procedure whereby objecting nonmembers are able to challenge allegedly objectionable expenditures; and (c) having established a procedure for escrowing the amount reasonably in dispute in connection with any challenge by an objecting non-member. The Union shall demonstrate its compliance with this Section before implementation of agency shop

provisions, and on an annual basis thereafter.

- 2.1.5 Religious Exemption. Any worker occupying a position covered by this Memorandum of Understanding, who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization will, upon presentation of a written declaration to the Union and the City of active membership, notarized by an official representative of such religion, body or sect, be permitted to make a charitable contribution to one of the charities available through payroll deduction, equal to the service fee in lieu of Union membership or service fee payment.

The Union will have thirty days after receipt of a declaration of religious exemption to challenge any exemption that the City grants. If challenged, the deduction to the charity of the employee's choice will commence but will be held in escrow pending resolution of the challenge. Charitable contributions will be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to a non-religious, non-labor charitable organization available through the City's United Way or Combined Health Agencies payroll deduction slot, exempt from taxation under Section 501 of the IRS Code.

- 2.1.6 Financial Reports. The Union shall comply with Government Code §3502.5(d), which addresses the financial reporting requirements to agencies with negotiated agency shop provisions.

- 2.2 Except in cases of emergency, the Union shall be informed sufficiently in advance in writing by Management before any proposed changes not covered by this Memorandum of Understanding are made in benefits, working conditions, or other terms and conditions of employment which require the meet and confer or meet and consult process.
- 2.3 C.O.P.E. Checkoff. All workers who choose to do so may request an additional deduction from their paychecks to be forwarded to the Union and accounted for in a separate notation. Such additional deduction shall be used for political campaign purposes and shall be totally voluntary. The C.O.P.E. checkoff report shall be electronically transmitted to the Union via e-mail or other mutually agreeable method.
- 2.4 Bulletin Boards. The City shall furnish and maintain bulletin board space for use by the Union of a size and location mutually agreeable to the City and the Union. The bulletin board space provided shall be clearly identified as Union bulletin board space. The board may be used for the following subjects:

- (a) Information on Union elections, reports, newsletters and notices;
- (b) Reports of official business of the Union, including reports of committees or the governing boards thereof;
- (c) Scheduled membership benefits, programs and promotions;
- (d) Any other written material pertaining to the official business of the Union, the Santa Clara County or San Mateo County Central Labor Council or the Committee on Political Education (COPE).

ARTICLE 3: REPRESENTATION

- 3.1 It is agreed that, as long as there is no disruption of work, five (5) Union representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit worker or workers on grievances or matters requiring representation. The Union shall designate the five (5) representatives under this section. The Union shall notify the City in writing of the names of the officers and representatives. Upon request, the City may approve release time for other bargaining unit members to represent a unit worker or workers under this Section. Only one (1) representative shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Subject to the provisions of Section 3.2, release time shall be granted for the following types of activities:
- 3.1.1 A meeting of the representative and a worker or workers in the unit related to a grievance.
 - 3.1.2 A meeting with Management
- 3.2 The Union agrees that the representative shall give advance notification to his/her supervisor before leaving the work location except in those cases involving emergencies where advance notice cannot be given. Release time is subject to the legitimate scheduling needs of the department.
- 3.3 Seven (7) Union representatives who are City employees shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Personnel Officer.
- 3.4 Nine (9) Union representatives shall be allocated up to one (1) hour per month time off without loss of pay for purposes of meeting and consulting on matters within the scope of representation, other than formal negotiations. Workers shall normally be allowed to adjust their lunch period adjacent to this time.

ARTICLE 4: DEFINITIONS

4.1 Definitions

4.1.1 A “temporary” or “contract” employee is a worker employed for a definite term of up to six months, although such temporary employee may be held over for up to three (3) additional months when the temporary employee is filling a vacancy created by leave without pay and the leave is extended beyond the initial fixed period.

A student intern may also be considered a temporary employee, provided he/she is not otherwise eligible for inclusion in the bargaining unit under the criteria listed in Article 1.

Recreation leaders and other recreation workers who commonly perform work at a level below a Recreation Supervisor may remain temporarily employed indefinitely. A temporary employee is not eligible for benefits provided in this agreement.

4.1.2 A “provisional” employee is a worker employed for a definite term of more than six (6) months, although such provisional employee may be held over beyond the initial term of employment as specified in Section 12.4.1. A provisional employee shall be employed and treated in all respects for the entire term of employment as a provisional employee, the same as a probationary employee.

4.1.3 A “probationary” employee is a worker who has not yet completed the probationary period, or any extension(s) thereof, as provided in this Agreement. A probationary employee is eligible for benefits provided in this Agreement, except as limited by Sections 6.1.5 and 6.1.8 of this Agreement.

4.1.4 A “permanent” employee is a worker who has satisfactorily completed the probationary period, or any extension(s) thereof. A permanent employee is eligible for benefits provided in this Agreement.

ARTICLE 5: LAYOFF AND RE-EMPLOYMENT

5.1 Layoff

5.1.1 Whenever in the judgment of the City Council it becomes necessary in the interests of economy or because the position no longer exists, the City Council may abolish any position or employment in the competitive service, or may reduce the hours of any position. The

decision to abolish a position or reduce the hours of any position shall not be subject to the grievance procedure contained in this Agreement.

5.1.2 It is agreed between the parties that attrition is the preferred method of accomplishing any necessary reduction in the work force.

5.1.3 If a permanent reduction of hours is proposed for a particular classified position, the incumbent has the right to exercise any and all of the rights set forth in this Article. The incumbent may also choose to be laid off and receive the benefits contained in this article.

5.2 Notification of Layoff

5.2.1 Workers being laid off shall be given written notice from the City's Personnel Officer at least forty-five (45) calendar days prior to the effective dates of layoff. The layoff notice shall contain a statement of the effective date of layoff, a statement of "bumping rights" including the specific positions into which the worker may bump, and a statement of re-employment rights. Notice of layoff shall be given by personal service and the worker shall sign an acknowledgment of personal service; or by certified mail, return receipt, postage prepaid. The Union shall receive concurrent notice of individual layoff notices.

5.2.2 Upon request, the Union shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.

5.3 Seniority

5.3.1. For the limited purposes of this Article 5, "length of service" means all hours in paid status including holiday, vacation, and paid leave, but does not include any hours compensated for overtime or standby, military leave, unpaid illness, unpaid industrial accident leave, or hours served as a temporary or contract employee in classifications other than the classification in which the worker is being laid off.

5.3.2 In the event a worker reverts to a previously held classification, seniority shall include all time accrued previously in the lower classification, as well as all time accrued in the higher classification.

5.3.3 No seniority credit shall be earned during periods of separation from service with the City, including suspension without pay as a result of disciplinary action.

5.4 Order of Layoff

5.4.1 All temporary employees in a particular classification will be laid off before any provisional, probationary or permanent employee in the classification.

5.4.2 All provisional employees in a particular classification will be laid off before any probationary or permanent employee in the classification.

5.4.3 All probationary employees in a particular classification will be laid off before any permanent employee in the classification.

5.5 Layoff Procedures

5.5.1 Except as otherwise provided, layoffs will be made in reverse order of seniority. The workers with the least time served in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of length of service in the classification. If two workers have served the same time in the classification, then as between those two workers, the layoff will be based on total time of service with the City. If total time of service with the City is the same, then, as between those two workers, the layoff will be determined by a lottery.

5.6 Bumping Rights

5.6.1 A permanent employee who is designated for layoff, including a worker on probation following reclassification, transfer, or promotion from a permanent position, may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within his/her department, or another department, provided that in order to displace the worker with less service the laid off worker must have held permanent status in the classification into which he/she is bumping.

5.6.2 When a senior employee chooses to bump into a position in a lateral or lower, related classification, said worker must accept the salary, hours, and working conditions of the position to which return is requested.

5.6.3 A bargaining unit worker requesting to bump into a classification as provided herein, must make such request to the Personnel Officer in writing within seven (7) calendar days of his/her receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided in this Section 5.6.

5.6.4 Nothing herein shall preclude bumping between AFSCME and this bargaining unit.

5.7 Re-employment

5.7.1 The names of workers laid off shall be placed on a re-employment list in inverse order of seniority for a period of two (2) years from the date of layoff. The worker with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the worker held permanent status.

5.7.2 A laid off worker may refuse an offer of re-employment to a position for which he/she is qualified, however, refusal of two (2) offers of re-employment to the classification from which laid off shall automatically cause removal of the worker's name from the re-employment list and loss of any re-employment rights.

5.7.3 Any worker who accepts an offer of re-employment shall have his/her name removed from the re-employment list.

5.7.4 A worker who has been laid off and has been placed on a re-employment list shall be eligible, during the time the worker is on the re-employment list, to take promotional exams.

5.7.5 Offers of re-employment shall be made via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the laid off worker's signature. Failure to respond within ten (10) days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.

The Union shall receive concurrent notice of each re-employment offer. Date of service is defined as the date marked on the certified mail return card, or the date the notice is returned by the postal service as undeliverable.

5.8 Miscellaneous Provisions

5.8.1 For the limited purpose of Article 5, permanent employees, including workers on probation following reclassification, re-employment, reinstatement, transfer, promotion, or demotion from a permanent position who are laid off shall be entitled to one (1) month severance pay and three (3) months of paid health insurance.

- 5.8.2 Workers appointed from a re-employment eligibility list shall have all rights accrued at the time of layoff restored including accrued sick leave, rate of vacation accrual and seniority, but excluding benefits to the extent compensation therefore has been received prior to re-employment. Severance pay, if any, shall not be repaid.

ARTICLE 6: PERSONNEL ACTIONS

6.1 Probation

- 6.1.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the worker's work, for securing the most effective adjustment of a new worker to a prospective position, and for rejecting any probationary worker whose performance is not satisfactory.
- 6.1.2 During the seventh pay period following employment, the worker shall receive a performance evaluation. Personnel shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the worker and City Manager.
- 6.1.3 All original and promotional appointments shall be subject to a probationary period of six (6) months for unit members, except for Police Department Communications Officers, who shall be subject to a probationary period of twelve (12) months. The Personnel Officer may, based upon the recommendation of the worker's supervisor, extend the probationary period not to exceed six (6) months if the worker marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level. Total absences lasting four (4) weeks or more shall extend the review period by the corresponding duration of the absence.
- 6.1.4 At least one month prior to permanent appointment the City shall begin to review the work of the probationary employee to determine the following:
- a. certify him/her for the position;
or
 - b. extend the probation;
or
 - c. reject him/her for the position.

The City shall take action on this determination by the last day of the probation period by notifying the worker in writing. If the

notification is delayed by more than five working days following the last day of probation, the worker shall become permanent.

- 6.1.5 If the service of a probationary employee is unsatisfactory, the worker will be notified in writing that he/she has been rejected for the permanent position. Said notice shall contain the reasons for rejection. The Personnel Officer shall, upon request, afford an interview in a timely fashion to the terminated worker for discussion of the reasons for termination. The worker 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.
- 6.1.6 A worker deemed unsatisfactory for a position shall return to his/her prior classification and non-probationary status in that classification and to the pay step he/she would have had if not promoted, transferred or voluntarily demoted.
- 6.1.7 Departments may not shift job assignments as a reason in itself for placing a worker on probationary status.
- 6.1.8 The parties agree that probationary employees shall have the same rights as other workers under this Memorandum of Understanding, including full and complete access to the grievance procedure, except that workers who do not hold prior permanent status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

Workers who do hold prior permanent status shall have the right to appeal any disciplinary action, but not the decision to unfavorably terminate the probation.

- 6.1.9 A probationary period begins on the first day of work when the worker is selected to fill a permanent position.

6.2 Performance Evaluation

- 6.2.1 The City may, from time to time, develop reasonable guidelines that enable the supervisor to adequately evaluate the worker as to satisfactory job performance. Job performance reviews shall be conducted pursuant to regularly established and announced policies. The guidelines shall be in accordance with the job specifications for the position being reviewed.
- 6.2.2 Personnel evaluations will be given workers at least annually, but normally no more than twice a year, as scheduled by Management. Additional evaluations may be scheduled where there is documented

evidence in preceding evaluations of the worker's inability to perform significant duties of the position. Management must complete performance evaluations by the date stated on the job performance form. After signing the evaluation to acknowledge receipt, the worker will have ten (10) working days in which to write a response. Signature of the evaluation will not constitute agreement with its contents.

Personnel evaluations are not appealable through the grievance procedure but, in the event of disagreement over content, the worker may request a review of the evaluation with the next higher level of Management, in consultation with the Personnel Officer. For purposes of this review, the worker may be represented by the Union. Decisions regarding evaluation appeal shall be made in writing within ten (10) working days following the meeting.

6.3 Performance Improvement Plans

When the performance of a worker falls below the minimum standards established for a position as set forth in the job performance standards (JPS), a performance improvement plan may be developed. The worker has the right to have a Union representative present during the development of the performance improvement plan. Performance improvement plans must describe in detail the areas of deficiency, and contain a reasonable plan for improvement.

When used, Performance Improvement Plans shall be an integral extension of the job performance review process, and shall not be used, by themselves, for disciplinary actions.

6.4 Personnel Files

6.4.1 The Personnel Officer shall maintain personnel records for each worker in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status, attendance records and such other information as may be considered pertinent. A worker is entitled to review his/her personnel file upon written request or may authorize, in writing, review by his/her Union representatives, with the exception of information obtained confidentially in response to reference inquiries. Upon written request by the worker, a worker or the Union shall be allowed copies of materials in a worker's personnel file relating to a grievance.

6.4.2 The City shall notify a worker of any adverse material placed in his/her personnel file if that material is or has not previously been

reviewed with the worker. The worker shall have a reasonable time and opportunity to comment thereon.

Before any adverse memorandum is placed in a worker's file the worker shall be given a copy of the memorandum and adequate time to respond. The Union shall also be given a copy unless the worker has filed a form stating he/she does not want the Union to receive copies of adverse memorandum or has requested in writing that a particular adverse memorandum not be forwarded to the Union.

A joint letter from the Union and the City shall be given to new workers hired after the execution of this agreement. This letter shall inform him/her of the agreement between the City and the Union to provide copies of all adverse memorandum to the Union. This joint letter shall also contain a form to be completed and signed by a worker if he/she does not want copies of adverse memorandum sent to the Union.

6.4.3 In any disciplinary action the City may not rely upon any previous written warnings, notice of suspension or demotion, or written evaluation not contained in said file as justification for any personnel action which adversely affects the worker in question, but may rely on oral warnings not made a part of the file and issued within the preceding six (6) months. In the event a worker who has received written warnings or reprimands has completed twenty-four (24) months of work without further disciplinary action, his/her prior disciplinary record of similar instances shall no longer be relied upon in any determination which in any manner affects his/her employment status and such disciplinary record shall be sealed. In cases where a worker is suspended or demoted and such discipline is sustained, a record of such action shall be kept in the personnel file and any such documentation supporting such action shall be kept in a separate file in the Personnel Office.

6.4.4 Personnel files of individual workers are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. The City will only release information to creditors or other persons upon proper 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 in writing.

6.5 Promotional Opportunities

- 6.5.1 Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days (Monday through Friday) prior to closing applications. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job. Where an interview panel is used as part of the examination process, at least one member of that panel shall be a person who is not employed by the City, unless there is a compelling organizational reason why such a person cannot be on the panel.
- 6.5.2 The top three (3) permanent bargaining unit members applying for promotional opportunities and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department.
- 6.5.3 The City shall notify the worker applying for the promotion, in writing, of the City's decision to grant or deny the promotion.
- 6.5.4 In the event a temporary employee is appointed to the position being temporarily occupied, the date of hire as a temporary employee will be recognized for purposes of seniority, vacation, and salary advancements.

6.6 Reclassification

- 6.6.1 During the term of this Agreement, the City shall notify the worker concerned in case of contemplated change in job content as contained in the classification descriptions which were in effect at the beginning of the Agreement. The Union shall be notified in advance of any contemplated changes in classification descriptions and such changes shall be discussed with the Union, provided that the City shall have the final decision regarding job content. The Union shall be given a reasonable opportunity to meet and confer on the impact of any such changes on matters within the scope of representation.
- 6.6.2 Once each year, during the month of January, a worker may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description. The request must contain justification. A statement by Management that a job re-evaluation request will be submitted with the department budget does not relieve a worker from the responsibility of submitting his/her own request in a timely manner. If meetings are held, the worker may request representation by the Union. The City will process the request and issue a recommendation within ninety (90) days. The City shall not agree to

a change in the appropriate pay level for a job description until the Union has received a copy of the proposed change and has been given the opportunity to meet and confer with the City. Reclassifications shall become effective after City Council approval of the budget, retroactive to the first pay period of the fiscal year. The Personnel Officer shall notify the Union at least ten (10) days prior to recommending a reclassification. Upon request, the Personnel Officer will meet and confer with the Union to determine whether the worker shall be subject to a probationary period.

If the worker receives a favorable recommendation for reclassification prior to the first pay period of the fiscal year, and the City determines that the worker is currently performing the duties of the new classification, he or she will receive pay for working out of classification under Section 7.8.

- 6.6.3 In conducting classification studies, the compensation figure calculated for each City shall consist of the following components: base salary, employer paid employee contributions to the retirement system, deferred compensation contributions made by the employer on behalf of the employee, and the special adjustment.
- 6.6.4 The reclassification procedure shall not be used for the purpose of avoiding use of the promotion or demotion procedures.
- 6.6.5 Salary step placement upon reclassification shall be in accordance with Article 7.4.1 (Effect of Promotion on Salaries).

6.7 Flexible Staffing

- 6.7.1 The term “flexibly staffed” position refers to those specifically designated positions within a classification series containing an entry level (I) classification and journey level (II) classification and which can be filled at either of those two levels.

The currently identified flexibly staffed positions are:

Accounting Assistant I/II
Maintenance I/II (Building Maintenance, Parks, Streets, Trees)

The City may post and fill the position at either the I or II level. If the City fills the position at the I level, promotion to the II level shall be considered after two years of service at the I level, and after the most recent performance review reflects that acquired skills and experience have advanced to the journey level.

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Overall Wage Adjustment

- 7.1.1 Effective October 29, 2006, the salary schedule for workers in the representation unit shall be as set forth in Appendix "B-1" to this Agreement.
- 7.1.2 Effective October 28, 2007, the salary schedule for workers in the representation unit shall be increased by one percent (1.00%) as set forth in Appendix "B-2" to this Agreement.
- 7.1.3 Effective October 26, 2008, the salary schedule for workers in the representation unit shall be increased by two percent (2.00%) as set forth in Appendix "B-3" to this Agreement.

7.2 Step Increases

Merit advances from the first salary step to the second salary step shall be granted at six (6) months intervals and between second and subsequent steps at one (1) year intervals if the affected worker has demonstrated continued competent service. Workers who are hired in at Steps B, C or D, or are promoted and placed at Steps B, C or D will be eligible for their next step increase in six (6) months. 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.

7.3 Application of Rates

- 7.3.1 Workers occupying a position in the competitive service shall be paid a salary or wage within the range established for that position's class under the pay plan as provided. The minimum rate for the class shall normally apply to beginning workers. However, subject to the approval of the Personnel Officer, the department head may hire beginning workers who are especially qualified by their training or by their previous experience at any step in the range.
- 7.3.2 In the event that a newly hired worker is placed above Step A on the salary schedule due to recruitment problems, as opposed to the conditions in 7.3.1 above, incumbents in that classification who have been placed on a lower step of the salary schedule will be moved to the same step on the salary schedule as the newly hired worker, and all such workers will be allowed to move to the next step in six months.

7.4 Effect of Promotion, Demotion or Transfer on Salaries

7.4.1 Promotion

Upon promotion, a worker's salary shall be adjusted as follows:

- 7.4.1.1 If the first step in the salary range for the worker's new position is at least five percent (5%) greater than the worker's current salary range, the worker shall be moved to the first step of the new salary range.
- 7.4.1.2 If the first step in the salary range for the worker's new position is less than five percent (5%) greater than the worker's current salary range, the worker shall be moved to the step which would provide at least a five percent (5%) increase in salary.
- 7.4.1.3 If no step in the salary range for the new position would provide the worker with at least a five percent (5%) salary adjustment, the worker shall be moved to the top step of the new salary range.

7.4.2 Demotion

Upon demotion of a worker with permanent status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

7.4.3 Transfer

Upon transfer, the salary shall remain unchanged.

7.5 Bilingual Differential

- 7.5.1 Workers who are assigned to job duties requiring bilingual skills are eligible to receive Sixty-Five Dollars (\$65.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.
- 7.5.2 Eligibility for the bilingual pay differential shall be determined by the Personnel Officer on the basis of a proficiency test developed and administered by the City.
- 7.5.3 Bilingual skills shall not be a condition of employment except for workers who are hired specifically with that requirement. If a worker is hired under this provision, that requirement shall be included in the initial appointment letter.

7.5.4 The City retains the right to discontinue the bilingual differential for any individual worker when bilingual services are no longer required, provided the City gives the exclusive representative ten (10) days notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.

7.5.5 No employee shall be required to use bilingual skills who is not compensated under this section.

7.6 Call Back Pay

7.6.1 Any worker who is required by the City to work on a day when the worker has not been scheduled, or any worker called back to work after the worker has completed his or her regular work day and left the worksite, shall be entitled to a minimum of two (2) hours of compensation at the flat rate of Twenty-Five Dollars and Thirty-Five Cents (\$25.35) per hour or one and one-half times their regular rate of pay, whichever is greater. Call back pay shall not apply where the City requires a worker to remain at the worksite after the completion of his or her regular work shift.

7.6.2 Payment for call back may be at the cash rate specified in Section 7.6.1 above or in compensatory time off at the rate of one and one-half hours for each hour worked, at the worker's option. Prior to the end of the pay period, the worker shall designate, on the appropriate City form, his/her choice of either compensation at the flat dollar rate or one and one-half times their regular rate of pay, whichever is greater or compensatory time off.

7.7 Standby Pay

7.7.1 A worker performing standby duty outside the worker's regular work shift shall be compensated at the rate of Two Dollars and Seventy-Five Cents (\$2.75) per hour for each hour the worker is assigned to standby duty.

7.8 Working Out of Classification

7.8.1 The term "working out of classification" is defined as a Management authorized assignment to perform work on a temporary basis wherein significant duties are performed by a worker holding a classification within a lower compensation range. The employer shall notify workers in advance of making such assignments. Pay for working out of classification shall be as follows:

7.8.1.1 A worker performing duties associated with a higher position, whether filled or unfilled, on an out of classification basis will receive acting pay of five percent (5%) for the hours worked in that capacity.

When the Department Head anticipates that the out of classification assignment will be for a period of 240 hours or more, the worker will receive the pay rate of the higher classification beginning with the start of the assignment. If such a determination has not been made by the end of the 240 cumulative hours worked in the higher classification, the worker shall receive the pay rate of the higher classification, retroactive to the first hour of work.

7.8.1.2 The step within the range of the higher classification will generally be step A, but in no event less than five percent (5%).

7.8.2 Out of classification provisions do not apply to work assignments performed in connection with declared conditions of public peril and/or disaster.

7.9 Advance of Vacation Pay

7.9.1 Vacation pay shall be made available in advance of regular pay day provided that the worker requests such advance in writing to the Personnel Officer at least one (1) week prior to his/her vacation date. The worker's supervisor must verify the vacation date upon request.

7.9.2 Vacation pay for the period shall be one hundred percent (100%) of the worker's regular pay due, less premiums.

7.10 Special Adjustment

7.10.1 Each December, on the First Friday in the month not falling on a pay date, each worker in the represented unit shall receive, in addition to the salary prescribed herein, a special salary adjustment equal to one and one-half percent (1.5%) of the worker's current annual salary. Special adjustments shall be prorated to reflect appointment made during the year, or interrupted service during the year.

The special adjustment is considered special compensation and will not be included in future retirement calculations, as determined by the Public Employees' Retirement System.

7.11 Night and Weekend Differential

Workers in the Library assigned to work hours between 5:00 P.M. and 8:00 A.M. weekdays or between Friday from 5:00 P.M. to Monday 8:00 A.M. shall be compensated for night and weekend differential at five percent (5%) above the worker's base pay.

Workers in the Police Department assigned swing, midnight, relief or day shift on the weekend shall be compensated for night and weekend differential at five percent (5%) above the worker's base pay. Overtime hours shall not be used to qualify for weekend or night shift differential.

7.12 Court Appearances

Workers required to appear in Court during off-duty hours to testify regarding matters arising out of the worker's employment with the City, shall receive a minimum of four (4) hours pay at time and one-half (1.5). The City reserves the right to require the worker to wait to testify at their work location and perform duties as assigned while waiting to testify, provided the Court consents. If the Court requirement expires prior to the expiration of the four (4) hour minimum, the employee shall be released.

This section does not apply in situations where the worker is held over after or called in prior to his or her regular shift as long as the period is adjacent to the normal work shift. In these situations, standard overtime provisions shall apply.

The City reserves the right to provide a beeper to employees required to standby for court appearances.

ARTICLE 8: HOURS AND OVERTIME

8.1 Hours of Work

8.1.1 Regular Work Schedules

- a. The regular work schedule for all workers except those on a flexible schedule such as a 4/10, 9/80 or 12 hour schedule, shall consist of forty (40) hours within a seven (7) day work week and is five consecutive days served in units of eight (8) hours. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- b. A 4/10 work schedule shall be four (4) days served in units of ten (10) hours within a seven (7) day workweek. For this

schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.

- c. A 9/80 work schedule shall be nine (9) days served in one (1) unit of eight (8) hours and eight (8) units of nine (9) hours over a two week pay period. For this schedule, the workweek consists of a consecutive, one hundred sixty-eight (168) hour period, the start of which can vary per worker based on their assigned schedule.
- d. A twelve hour schedule shall be seven (7) days served in six (6) units of twelve (12) hours and one (1) unit of eight (8) hours over a pay period. For this schedule, the workweek conforms to a 7(b) schedule under the Fair Labor Standards Act.

8.1.2 Part-time Workers. Workers who work less than the regular week and day as set forth above shall be designated as part-time and shall have hours scheduled by the appropriate supervisor and approved by the City's Personnel Officer.

8.1.3 Lunch Periods. All workers working a regular work week, except Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, and Code Enforcement Officers shall observe an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the department head. When required by the needs of the department, or requested by the worker and authorized by the Department, Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, and Code Enforcement Officers shall take an "on duty" lunch period which shall be counted as time worked.

8.1.4 Rest Periods. One (1) fifteen (15) minute rest break with pay shall be provided to unit members for each four (4) hours of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day unless prior approval is obtained from the Personnel Officer.

8.2 Overtime

8.2.1 Definition.

- a. Overtime for workers who are not working on a flexible time schedule is any time worked in excess of forty (40) paid hours in any work week.

- b. Overtime for workers on a 4/10 work schedule is any time worked in excess of forty (40) paid hours in any work week.
- c. Overtime for workers on a 9/80 work schedule is any time worked in excess of eighty (80) paid hours in a pay period.
- d. Overtime for workers on a twelve hour work schedule is any time worked in excess of eighty (80) paid hours in a pay period.
- e. For Communications Officers, overtime shall also include any hours worked outside their normally assigned shift.

Overtime shall be compensated pursuant to Section 8.2.3. All overtime must be authorized and approved in advance by the department head.

- 8.2.2 Modified Schedules. At the request of either the worker or department head, the department head may approve a schedule of more than eight (8) hours per day without overtime compensation. Such a work schedule must be consistent with the regular work schedules defined in Section 8.1.1.
- 8.2.3 Overtime. Overtime may be assigned on a required basis or requested by the worker and approved by the department head. Overtime shall be compensated at the rate of one and one-half (1.5) times the worker's regular rate of pay or in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, at the worker's option.
- 8.2.4 Compensatory Time. A worker may accumulate a maximum of eighty (80) hours of compensatory time, except that Public Works Department workers on the call back list may accumulate one hundred twenty (120) hours of compensatory time and Communications Officers may accumulate one hundred sixty (160) hours of compensatory time. Compensatory time may be used when the services of a worker are not needed for the efficient functioning of his/her department, and must be approved in advance by the department head. Once a worker has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

Upon termination, all unused compensatory time shall be paid off at the final rate of pay received by the worker, or the average regular rate received during the last three (3) years of the worker's employment, whichever is higher.

8.3 Work Schedule

All work schedule and flexible time work schedule arrangements presently in effect shall continue. If the City proposes to change the work schedule of a classification the Union shall be notified at least ten (10) working days in advance and given an opportunity to meet and confer over such proposed changes prior to implementation.

8.4 Library Work Schedule

The City and the Union will meet and confer to explore a revised work schedule for permanent employees to try and provide two consecutive days off per week.

ARTICLE 9: UNIFORMS

9.1 The City will provide uniforms, raingear, coveralls or shop coats when necessary for all Public Works, Engineering, and applicable Building and Planning Department workers, consistent with existing practice.

9.2 Communications Officers, Communications and Records Supervisors, Records Personnel and City Service Officers shall receive Six Hundred Dollars (\$600) per year uniform allowance. The City will provide uniform jackets for City Service Workers whose work is primarily outdoors. Jackets that are worn or damaged in the course of work will be routinely replaced by the City. It will be the employee's obligation to replace lost or misplaced jackets.

If any other worker is required to wear a uniform during the life of this Memorandum of Understanding, the City will meet and confer with the Union concerning the establishment of an equitable uniform allowance.

9.3 On presentation of appropriate receipts, the City shall reimburse workers who are required by the City to wear safety shoes/boots for up to Two Hundred Fifty Dollars (\$250.00) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Workers in the Public Works Department assigned to the tree crew shall be reimbursed for up to Three Hundred Dollars (\$300.00) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Shoe repair and resoling are reimbursable under this provision. Shoes/boots purchased under this provision are for the use of the worker exclusively.

9.4 Employee clothing seriously damaged or destroyed in conjunction with employment duties will be reasonably replaced by the City.

9.5 Workers in the Public Works Department shall be permitted to wear shorts, provided that supervisory approval has been given as to their appropriateness

in terms of style, location and safety.

- 9.6 The City shall reimburse Equipment Mechanics in the Maintenance Division who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools that the worker selects to purchase, or for tools required to be added to the inventory in order to carry out his or her duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The City shall reimburse a maximum of one thousand dollars (\$1,000) per fiscal year. The reimbursement shall be administered in accordance with Maintenance Division policy.

ARTICLE 10: HOLIDAYS

10.1 Fixed Holidays

Except as otherwise provided, workers within the representation unit shall have the following fixed holidays with pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

- 10.1.1 Except for Communications Officers and Lead Communications Officers, in the event that any of the aforementioned days, except December 24, 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. In the event that December 24 falls on a Sunday, then the preceding Friday shall be considered a holiday.

Bargaining unit members in the Communications Officer and Lead Communications Officer classifications shall observe Christmas, Christmas Eve and New Year's Day on the actual date of the holiday.

- 10.1.2 Pay for Fixed Holidays. All workers shall be paid a full day's pay at their regular straight time base hourly rate for all fixed holidays as defined herein.

- 10.1.3 Work on Fixed Holidays. Any worker required to work on a fixed holiday and in addition to regular hours shall be paid time and one-half for such work in addition to his/her holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at double time.

Any part-time worker required to work on a fixed holiday and in addition to regular hours shall be paid time and one-half for such work in addition to his or her holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at time and one-half.

10.2 Floating Holiday Time

Workers shall annually receive thirty-four (34) floating holiday hours off with pay, credited on the first pay period of the year. Workers hired after the first pay period of the year shall receive a pro-rated amount of floating holiday hours for the remainder of the calendar year.

The following conditions will apply to such floating days off:

- 10.2.1 Workers shall request a floating day off in accordance with normal vacation time off request procedure. In cases of conflicting requests for the same day made at the same time, length of service shall govern who receives the day off.
- 10.2.2 Floating days off received prior to November 14, 1993 which cannot be scheduled shall be converted to compensatory time off and used in accordance with the provisions of 8.2.4 herein. Floating days off received after November 14, 1993 may not be converted to compensatory time off and must be used during or prior to the end of the first pay period of the following year in which it was credited or be forfeited.
- 10.2.3 If a worker fails to take a day off as scheduled, the day off so scheduled will be forfeited, unless a mutually agreeable alternative day off is arranged.
- 10.2.4 Any floating day off for workers who work less than full-time or less than a full year shall be prorated on the basis of hours worked as compared to full-time employment.
- 10.2.5 Floating holiday balances remaining at the time of separation will be forfeited.

ARTICLE 11: VACATIONS

11.1 Each worker shall be entitled to an annual paid vacation, accrued as follows:

11.1.1 For full-time workers:

Less than three (3) years of service - 88 hours per year.

Three (3) years of service through five (5) years of service -
104 hours per year.

Six (6) years of service through ten (10) years of service -
136 hours per year.

Eleven (11) years of service through fifteen (15) years of service -
152 hours per year.

Over fifteen (15) years of service - 176 hours per year.

11.1.2 For permanent part-time workers: a proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time worker.

11.2 Effect of Probationary Period

Vacations cannot be taken during the first six (6) months of employment; however, the probationary period counts for purposes of vacation accrual.

11.3 Maximum Accrual

Vacation may be accrued up to a maximum of three hundred thirty-six (336) hours. The maximum accrual for part time employees shall be a proportional equivalent. After reaching said maximum, the worker must take time off or accrual will be frozen. Upon separation, there will be no payment for hours in excess of the maximum accrual.

11.4 Scheduling

The department head shall determine the vacation schedule considering the needs of the department, specifically with regard to the worker's assigned duties and the worker's desires. Vacation time requested shall not be unreasonably denied.

11.5 Payment on Separation or Leave

Accrued vacation time up to the maximums described in Section 11.3 above shall be paid to a worker permanently separated from City service, or, at the request of the worker, when granted a leave of absence.

11.6 Cashout Provision

When a worker schedules three (3) but less than five (5) paid days off, he/she may cash in up to eighty (80) hours of accrued vacation time. When a worker schedules five (5) or more paid days off, he/she may cash in up to one hundred twenty (120) hours of accrued vacation time. No more than one hundred twenty (120) hours of vacation time may be cashed in during any one calendar year. The cashout check shall be made available one week before vacation commences provided the worker gives two weeks notice of his/her request in writing to the Personnel Division.

Should the scheduled vacation be canceled or not taken within six months of the date of the cashout, the cashed out funds shall be refunded to the City in accordance with a repayment schedule worked out with the Personnel Division.

11.7 Illness During Scheduled Vacation

A worker who, during a scheduled vacation period, becomes ill or injured, shall be entitled to have the remaining time off coded as sick leave, under the following conditions:

- a. The worker otherwise qualifies for sick leave as provided by this Agreement and has sufficient sick leave to cover the period; and,
- b. The worker's illness or injury is verified by a statement from an accredited medical doctor for each such day of illness for which leave is requested.

If vacation time has been deducted for the period covered under this Section, and the use of sick leave has been approved, the time will be credited back and sick leave used in its place.

ARTICLE 12: LEAVE PROVISIONS

12.1 Sick Leave

12.1.1 **Accrual Rates.** The City shall provide each worker with paid sick leave at the rate of eight hours per month, earned on a biweekly basis and computed as follows:

12.1.1.1 Full-time workers may accrue up to a maximum of one thousand four hundred forty (1,440) hours for full time workers, and a proportional equivalent for part-time employees.

12.1.2 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 other necessary health reasons. Up to six (6) days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the worker's immediate family. Such usage is in addition to personal business leave as described in Section 12.3 of this Agreement, and shall apply towards the provisions of Section 12.1.4.

Sick leave shall not be coded on a day which is designated a City holiday. On these days, the employee shall receive credit for the holiday. Holidays shall be considered a work day for purposes of Article 12.2.1.

12.1.3 Abuse Enforcement. The City shall be obligated to monitor all sick leave use, and shall take appropriate actions to insure that benefits are paid out only for actual illness or injury.

12.1.3.1 Any worker who does not have an accrued sick leave balance and who does not otherwise qualify under the provisions of this Article 12, shall not be paid for any day of sick leave called in, whether genuine or not.

12.1.3.2 Management has the authority to monitor potential sick leave abuse and patterns of abuse, and when there is a reasonable basis for suspecting such abuse, may require medical verification as a condition for payment of sick leave. A sick leave incident policy is an acceptable means of detection and abuse enforcement as long as such policy is uniformly administered by the Personnel Division.

12.1.3.3 Abusive sick leave patterns automatically forfeit the worker's right to a merit increase, and may adversely affect transfers and promotions. Chronic abuse may result in severe disciplinary action, such as suspension, demotion or dismissal.

12.1.4 Award for Non-Use. Workers who are employed the entire fiscal year with no interruptions in service and, as of June 30 of each year have taken no more than twelve sick leave hours during the course of the year, will receive an award of twenty-four hours of sick leave or

twelve hours of compensatory time off, as specified by the worker. Workers who have taken sixteen hours of sick leave will receive sixteen hours of sick leave or eight hours of compensatory time off. Employees who have taken twenty-four hours of sick leave will receive eight hours of sick leave or four hours of compensatory time off.

A worker who calls in sick and, upon return, requests to use time from another leave bank for that absence, will be ineligible to receive the award for non-use for the fiscal year.

12.1.5 Compensation for Accumulated Sick Leave.

12.1.5.1 Resignation. A resigning worker who has fifteen (15) or more years of continuous service shall receive compensation for up to fifteen percent (15%) of his/her accumulated sick leave balance up to a maximum of five hundred (500) hours. Such compensation shall be based on the worker's rate of pay on his/her last day paid service to the City.

12.1.5.2 Retirement. A worker who retires under PERS from the City may elect to receive cash compensation for fifteen percent (15%) of his or her accumulated sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, based upon the worker's rate of pay on his or her last day of paid service to the City, or may convert their sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, to retirement health credits at the rate prescribed in Section 12.1.5.3. Workers may combine any of the above two options.

12.1.5.3 Retirement Health Credit Conversion. A worker with a minimum of five (5) years of continuous service who elects to convert accumulated sick leave to retirement health credits upon retirement from the City may do so under the following schedule:

Five (5) years of service to fifteen (15) years of service: eight (8) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit;

Fifteen (15) years of service to twenty (20) years of service: six (6) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit;

Over twenty (20) years of service three (3) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit.

If this election is made, the retirement health credit calculated shall not exceed the highest HMO health plan premium as may be in effect at such time such credit is applied. Election shall be made at the time of retirement.

- 12.1.5.4 Layoff. A worker who has been laid off may select as compensation for accumulated sick leave one month of paid health insurance for each unit of retirement health credit. After the health insurance benefit paid under Section 5.8.1 has been exhausted, up to a maximum of forty-eight (48) hours of the accrued sick leave balance may be converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave with any remainder being rounded to the next higher credit.
- 12.1.6 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.
- 12.1.7 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.
- 12.1.8 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist workers who have exhausted sick leave due to a catastrophic illness, injury or condition of the worker. This policy allows other workers to make voluntary grants of time to that worker so that he/she can remain in a paid status for a longer period of time, this partially ameliorating the financial impact of the illness, injury or condition.

A catastrophic illness is defined as an illness which has been diagnosed by a competent physician, requiring an extended period of treatment or recuperation, and which has a significant risk to life or life expectancy. Confirmation of the condition and prognosis by a health care provider chosen by the City may be required.

The Personnel Division will discuss with the Union or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Personnel Division and Personnel will process the contribution

list in the order established. Any worker shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick leave balance to another full-time or permanent part-time worker in the City who is suffering from a catastrophic illness and has exhausted his or her own sick leave, provided, however, they have maintained a positive sick leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

Upon return to work, a worker may bank any remaining hours that have been contributed up to a maximum of forty (40) hours. If the contribution list has not been exhausted, the contributing workers will be notified that their contribution was not required and the balance restored.

Determination of employees eligible for the program shall be made by the Personnel Director, whose decision shall be final.

12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond thirty working (30) days, the City will insure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits, and to the accrual of vacation time. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker would officially cease being an employee and receive no further entitlements beyond the 66.67 percent salary requirement as provided in this Section 12.2.

12.2.2 If a worker terminated after 365 calendar days from the date of illness or injury in compliance with 12.2.1 above, is medically certified to return to work within twenty-four (24) months of the termination date, the worker may request re-employment with the City. The worker's request for re-employment shall be accompanied by a physician's statement certifying the types of duties the worker is able to perform. This re-employment situation shall be conducted in accordance with Section 5.7. However, this re-employment status does not take precedence over workers on a re-employment list due to layoffs.

12.2.3 Workers who have a sufficient amount of sick leave time may, at the worker's option, use sick leave on a hour-for-hour basis to delay the start of the long term disability plan. The long term disability plan would start upon the exhaustion of sick leave. The City procedures which allow for follow-up of a worker who has been out on an extended disability shall apply to workers under this section.

12.3 Personal Business Leave

12.3.1 A worker shall be entitled to a maximum of three (3) days per calendar year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave, and shall apply toward Section 12.1.4 Award for Non-Use.

12.3.2 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding or leave to care for a member of the immediate family who is ill or injured.

12.3.3 A worker shall notify the department head two (2) days before taking this leave, unless an emergency exists which prohibits the worker from providing such advance notice.

12.3.4 Workers shall complete an absence affidavit which shall verify that the worker's use of leave was for personal business of urgent and compelling importance or leave to care for a family member as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.

12.3.5 At the discretion of the supervisor, a worker may also use vacation, compensatory time off or floating holiday time to cover absences of an emergency nature. No request shall be unreasonably denied.

12.4 Leave Without Pay

12.4.1 Vacancies created as a result of leave without pay may be filled in the following manner:

- a) By temporary employees for a maximum of six (6) months;
- b) By provisional employees.

If a leave is extended beyond the initial fixed period, temporary employees may be held over for up to three (3) months (for a total term of employment of nine (9) months) in a temporary capacity. Provisional employees may be held over if a leave is extended, or, in

cases where the position is vacated, for the duration of the recruitment period.

- 12.4.2 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.
- 12.4.3 Requests for leaves of absence without pay must be written and submitted to the department head and Personnel Officer. The Personnel Officer may grant a permanent employee leave of absence without pay for a period not to exceed one (1) year, during which time no benefits and no seniority credit will accrue. Approval shall be in writing and a copy filed with the Personnel Division. Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the worker shall be reinstated in the position held at the time the leave was granted. Failure on the part of a worker on leave to report promptly at its expiration, or within three (3) working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.
- 12.4.4 During unpaid leaves of absence, the worker may elect to use accrued vacation time.

12.5 Jury Duty and Subpoenas

- 12.5.1 A worker required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the worker 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.
- 12.5.2 This leave of absence with pay shall extend to workers' whose regular shift is a shift outside of the hours of 8:00 A.M. to 5:00 P.M., so that such workers shall not be required to work their regular shift on a day in which they perform jury duty or respond to a subpoena.
- 12.5.3 When a worker returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not a worker shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

12.6 Military Leave

Military leave of absence shall be granted and compensated in accordance with all applicable laws. Workers entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

12.7 Bereavement Leave

A worker with six (6) months or more service shall be allowed regular pay for not more than three (3) working days when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to mother, stepmother, father, stepfather, mother-in-law, father-in-law, grandmother, grandfather of the worker, or spouse, brother, stepbrother, sister, stepsister, domestic partner or dependent of the worker.

To qualify for bereavement leave in the event of the death of a domestic partner, a declaration of domestic partnership must have been filed by the worker with the Personnel Division not less than six (6) months prior to the death of the domestic partner.

Employees may use personal leave for bereavement purposes for relations not included above provided such leave is approved in advance by the Department head.

12.8 Maternity Leave of Absence Without Pay

12.8.1 Maternity leave of absence without pay or benefits may be granted upon request to non-disabled probationary and permanent female workers for that period of time necessary for the worker to prepare for and recover from the effects of childbirth.

12.8.2 Maternity leave shall be granted when the following conditions have been met:

12.8.2.1 The worker shall notify her department head in writing accompanied by her physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but no later than ninety (90) days prior to tentative date on which the leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.

12.8.2.2 Within thirty (30) days of the beginning of the maternity leave, the worker shall submit to the Personnel Officer the specific date she intends to begin the leave, accompanied

by her physician's written statement attesting to the worker's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date providing she performs the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request.

12.8.2.3 Prior to the establishment of a specific date for return to duty, the worker shall submit to the Personnel Officer a notice of intention to return to duty, accompanied by her physician's statement certifying that the worker is medically qualified to assume full duties and responsibilities.

12.8.2.4 The Personnel Officer or his/her designee may designate the specific beginning and ending dates to meet the needs of the worker and the City.

12.8.3 The worker on leave shall be returned to an equivalent position within her classification.

12.8.4 A maternity leave, absent physical disability, is granted without pay for the duration of the leave. The worker may elect to continue medical and dental insurance coverage for up to one (1) year during this leave at her own expense.

12.9 Leave for Pregnancy Disability

12.9.1 Workers who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the worker and worker's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the worker by a physician appointed by the City at City expense.

12.9.2 Workers are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave had been exhausted. The date on which the worker shall resume duties shall be determined by the

worker on leave and the worker's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the City.

- 12.9.3 The worker on leave for pregnancy disability shall be entitled to return to an equivalent position within her classification.

12.10 Parental Leave

A worker/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one (1) year following the birth of a child or the filing of application for adoption and actual arrival of child in the home. Such leave is to be for a maximum period of six months.

12.11 Miscellaneous Leave Provisions

- 12.11.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, or job related disability shall not be included in determining seniority.
- 12.11.2 At the conclusion of a leave of absence a worker shall be returned to an equivalent position within his/her classification.
- 12.11.3 For any unpaid leave of absence the worker may elect to continue insurance coverage for up to the duration of his/her leave of absence at his/her own expense.
- 12.11.4 For any paid leave of absence, all benefits continue to accrue.
- 12.11.5 The Personnel Officer and his/her designee will designate the specific beginning and ending dates to meet the needs of the worker and the City, which shall not be less than four weeks nor exceed one unpaid year.
- 12.11.6 At the specified date for return to duty from unpaid leave, if the worker has been disabled, the worker's notice of intention to return to duty shall be accompanied by a physician's statement certifying that the worker is medically qualified to assume full duties and responsibilities. If a worker is not medically qualified to assume full duties, on the date specified in Section 12.11.5, he/she shall be granted leave accumulated in accordance with Section 12.1.1 but shall not be entitled to any other benefits.

- 12.11.7 At the conclusion of a leave of absence for any disability the worker may be required to submit a physician's statement certifying that he/she is medically qualified to resume work.
- 12.11.8 Leaves shall not be unreasonably denied.
- 12.11.9 All provisions of this Article shall be administered in conformance with the Family and Medical Leave Act and State Law.

12.12 Educational Leave and Tuition Reimbursement

- 12.12.1 The City shall contribute Eleven Thousand Two Hundred Dollars (\$11,200.00) annually on July 1st of each year to an educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books and curriculum fees incurred by a worker, to a maximum of One Thousand Dollars (\$1,000.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Programs must be approved in advance. Workers wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit. Payment from this fund shall be made on a tax-exempt basis only where the expenses are from educational expenses directly related to the worker's current employment, as defined by IRS law.
- 12.12.2 Workers may request an advance of funds subject to the approval of the Personnel Officer. Advances may be granted for tuition, books and other curriculum fees in exchange for a repayment agreement in the event advances are not supported or courses are not satisfactorily completed as indicated by a grade of "C" or better. The worker may not elect to take a "pass-fail" grade if the letter system of grading is offered.
- 12.12.3 All workers assigned by the City to attend meetings, workshops, or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such workshops, meeting and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the worker's allowance or the annual tuition reimbursement.

Workers may under the tuition reimbursement fund request reimbursement for trade publications, technical books, and printed materials related to the worker's employment.

- 12.12.4 In the event that there are unused funds remaining in the city-wide educational leave and tuition reimbursement fund on June 30 of any year, workers who present appropriate receipts verifying expenditures in excess of One Thousand Dollars (\$1,000.00), for items which are reimbursable under this Section 12.12, shall receive a pro rata share of those remaining funds not to exceed the actual amount of the difference between the actual expenditure and One Thousand Dollars (\$1,000.00) up to a maximum of Four Thousand Dollars (\$4,000.00). These requests for additional reimbursement must be received by the City no later than July 15 of that year.
- 12.12.5 The City will reimburse expenses for fees incurred by a worker, for courses completed in stress management, self defense, conflict resolution, and time management from this fund. Participation would be limited to One Hundred Fifty Dollars (\$150.00) per worker, or a total of Two Thousand Dollars (\$2,000.00) during the fiscal year.
- 12.12.6 Any unused balance in the fund shall be transferred to the City's self insured dental and vision fund.

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

- 13.1.1 The City shall continue the existing coverage for medical insurance plans for workers through the term of this Agreement.
- 13.1.2 Each active and each retired worker shall receive a City contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA).
- 13.1.3 Each active worker shall be allocated an amount, inclusive of the City contribution specified in Section 13.1.2 to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each worker according to the health benefits selected, as follows:

\$1,106.30 per month	family coverage
\$851.00 per month	two-person coverage
\$425.50 per month	single person coverage
\$186.88 per month	no coverage
- 13.1.4 Effective with implementation of cafeteria plan year 2007, each active employee shall be allocated an amount, inclusive of

the employer contribution specified in Section 13.1.2 to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each worker as follows:

\$1,258.95 per month	family coverage
\$968.42 per month	two-person coverage
\$484.21 per month	single person coverage
\$186.88 per month	no coverage

13.1.5 Effective with the implementation of cafeteria plan year 2008, the family, two-person and single person amounts specified in Section 13.1.4 shall be adjusted to the corresponding basic monthly rate for the highest HMO available for the Bay Area/Sacramento region.

13.1.6 Effective with the implementation of cafeteria plan year 2009 and thereafter, the amounts for each tier of coverage shall be adjusted to the corresponding basic monthly rate for the highest HMO less \$10.00 per month for single person coverage, less \$20.00 per month for two-person coverage and less \$30.00 per month for family coverage. The no coverage option shall remain at \$186.88 per month.

13.1.7 Each worker may use his/her allocated amount for:

- a. Health insurance in accordance with PERS regulations and Federal law;
- b. Additional life insurance, provided by the City's insurance carrier, up to the maximum allowed by the City's carrier;
- c. Child care expenses not otherwise reimbursed by the City;
- d. Any personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, co-payments, medication and medical equipment.
- e. If any worker expends less than the total of his/her allocated amount above the minimum employer contribution contained in 13.1.2, then that worker will be entitled to receive 80% of such unused amount in cash, subject to appropriate tax withholding.

13.1.8 Employees who have at least ten (10) continuous years of permanent service with the City and who retire under PERS shall be reimbursed by the City at the rate of one hundred dollars (\$100.00) per month (in addition to the minimum employer contribution contained in 13.1.2) toward the retiree's worker only health care premium once the employee has exhausted the sick leave conversion to retiree health credits

under Section 12.1.5.3. The anticipated minimum employer contribution for plan year 2007 is \$80.80 per month, and the anticipated minimum employer contribution for plan year 2008 is \$97.00 per month.

In order to be eligible for the reimbursement in this Section, the worker must be enrolled in an available PEMHCA health insurance plan or demonstrate that he or she has health insurance coverage that is at least eighty percent (80%) comparable overall to a PEMHCA plan.

- 13.1.9 The City will continue to pay flexible compensation in the amount of Thirty-One Dollars (\$31.00) per month and cash in lieu of medical benefits of Five Hundred Forty-Four Dollars and Seventy-Seven Cents (\$544.77) to those workers hired prior to July 1, 1983 who qualify pursuant to the current programs. Workers hired on July 1, 1983, and thereafter, shall not be entitled to these options. Workers who discontinue flexible compensation or cash in lieu of medical coverage after June 30, 1983, shall not be entitled to re-enroll in these programs.
- 13.1.10 For part-time workers who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.3, 13.1.4, 13.1.5, 13.1.8 and 13.1.9. The \$10.00, \$20.00 and \$30.00 amounts contained in Section 13.1.6 shall be prorated accordingly.
- 13.1.11 Workers whose medical insurance premium costs exceed the combined allocation available through the cafeteria plan and Section 13.1.2 shall have the excess cost of their medical premiums paid with before-tax compensation through a premium conversion plan.
- 13.1.12 Each full-time worker must enroll in an available health insurance plan or demonstrate that he/she has health insurance coverage in order to receive cash back under Section 13.1.7 (e).
- 13.1.13 Workers who wish to have domestic partners covered under the cafeteria plan may do so after filing the “Declaration of Domestic Partnership” form with the California Secretary of State and complying with any other requirements necessary to qualify for domestic partner health benefits under the PEMHCA plans. It is understood that the premiums and benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in

accordance with State and Federal Tax regulations.

- 13.1.14 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. The City shall meet and confer with the Union prior to contracting with the alternative provider, consortia or group. However, the Union will have the option to remain in the PEMHCA program.

13.2 Dental and Vision

- 13.2.1 The City shall contribute One Hundred Ten Dollars (\$110.00) per worker per month to the City's self insured dental and vision program.

Effective October 28, 2007, the City shall contribute One Hundred Fifteen Dollars (\$115.00) per worker per month to the City's self insured dental and vision program.

Effective October 26, 2008, the City shall contribute One Hundred Twenty (\$120.00) per worker per month to the City's self insured dental and vision program.

- 13.2.2 For purposes of dental reimbursement, the dental claims periods shall run from January 1 to June 30 and from July 1 to December 31. The maximum reimbursement for any claims period shall not exceed One Thousand Four Hundred Dollars (\$1,400.00) for a worker and Seven Hundred Dollars (\$700.00) for a worker's dependents or domestic partners. The maximum claim for vision shall not exceed Six Hundred Dollars (\$600.00) annually for any worker and Three Hundred Dollars (\$300.00) annually for a worker's dependents or domestic partners.

The maximum reimbursement for vision shall be separate from the maximum reimbursement for dental.

- 13.2.3 On presentation of the City's Dental and Vision Reimbursement Forms accompanied by appropriate receipts, workers will be reimbursed for dental and vision care expenses not covered by other insurance plans up to the maximums set forth in Section 13.2.2 above. Worker reimbursement requests shall be processed upon receipt. At the midpoint between each claims period, workers may submit dependent or domestic partner reimbursement requests and the City will pay fifty percent (50%) of such request. The balance of any dependent or domestic partner adjustments will be made at the end of the normal claims period, provided funds are available. If the quarterly payments result in the fund having a negative balance, the negative amount will be adjusted during the next claims period. In that case, the parties will meet and discuss ways of eliminating future negative balances.

13.2.4 Any excess of funds shall be rolled over to the next period.

13.2.5 Domestic partner dental benefits may be taxable to the employee and the benefit will be administered in accordance with State and Federal Tax regulations.

13.3 Plan Descriptions

Descriptions of the insurance plans provided herein are contained in the PERS Basic Health Plan Book. The descriptions are for informational purposes only and do not affect the obligations hereunder.

13.4 City Recreation Programs

13.4.1 The City shall contribute Ten Thousand Eight Hundred Dollars (\$10,800.00) annually on July 1 each year to this recreation reimbursement fund. The worker may request a recreation voucher from the Personnel Division for fees incurred by the worker and/or his/her dependents for participation in recreation programs run by the City's Community Services Department. The processing of the voucher shall be on a first come first served basis. Vouchers must be submitted to the Personnel Division during the fiscal year the expense was incurred. Such payments shall be made on a tax-exempt basis only where the employee and/or the dependent is enrolled on a space available basis, as defined by IRS law.

13.4.2 In the event that there are unused funds remaining in the recreation reimbursement fund on June 30 of any year, the remaining monies shall be added to the City's self insured dental program for this unit.

13.4.3 Employees may charge up to \$250.00 per year for recreation room rentals to this fund.

13.5 City Child Care Programs

The City shall contribute Sixteen Thousand Dollars (\$16,000) on July 1, of each year to the Child Care reimbursement fund, and there shall be a One Thousand Twenty Dollar (\$1,020.00) maximum amount available to any individual employee, reimbursable at the rate of Eighty-Five Dollars (\$85.00) per month for as long as funds are available. These funds may be used to reimburse a worker for child care provided by any licensed child care provider. Workers shall be eligible to encumber Eighty-Five Dollars (\$85.00) per month toward the cost of any City run child care program in advance of actual enrollment in that program.

Such payments shall be made on a tax-exempt basis only where the employee and/or dependent is enrolled on a space available basis, as defined by IRS law.

In the event that there are unused funds remaining in the City Child Care Fund on June 30 of any year, the remaining money shall be added to the City's self insured dental program.

13.6 Employee Assistance Program

The City shall continue to provide an employee assistance program to workers as currently provided.

13.7 Life Insurance

The City will provide to all workers life insurance at the rate of 1-1/2 times each worker's regular yearly wage.

ARTICLE 14: RETIREMENT

14.1 The City will continue the retirement program and benefits currently provided under contract with the Public Employees' Retirement System.

14.2 Retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for local miscellaneous members 2% at age 55 formula, single highest year.

Effective March 29, 2009, subject to an affirmative vote by the employees impacted by the change in the employees' rate of contribution as specified by PERS regulations, retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

14.3 The full unit member's contribution shall be deducted from the unit member's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A grievance is defined as:

15.1.1.1 An alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, Personnel Rules, or other City ordinances, resolutions, policy and/or procedure manuals affecting the working conditions of the workers covered by this Agreement; or

15.1.1.2 An appeal from a disciplinary action of any kind against a worker covered by this Memorandum of Understanding.

15.1.2 A “grievant” is any worker adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union.

15.1.3 A “day” is any day in which the City Hall of Menlo Park is open for business.

15.1.4 The “immediate supervisor” is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

15.2 General Provisions

15.2.1 Every effort will be made by the parties to settle grievances at the lowest possible level.

15.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except that this provision shall not apply to grievances challenging discipline imposed by the City under Article 21 of this Memorandum.

15.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.

15.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the City may extend any time deadline by mutual agreement.

15.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants.

15.2.6 Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party’s choice.

15.2.7 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and

has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.

- 15.2.8 Failure of a unit member to file a grievance over an adverse action which constitutes a “grievance” as defined herein shall not constitute a waiver of other unit members’ rights to file future grievances involving the same or similar adverse actions.
- 15.2.9 The City and Union may agree to consolidate grievances at Level III and beyond.
- 15.2.10 All written responses by Management regarding a grievance shall be sent to the grievant, designated union steward, and the Union.

15.3 Procedure

Grievances will be processed in accordance with the following procedures. The City and the Union agree that a written appeal by a permanent employee of discipline imposed by the City under Article 21 of this Memorandum shall proceed directly to Level III, except that grievances of written reprimands and suspensions of one (1) day or less shall begin with Level I.

15.3.1 Level I - Informal Resolution

- 15.3.1.1 Any unit member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved unit member and the immediate supervisor.

15.3.2 Level II - Formal Written Grievance

- 15.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within ten (10) days after the informal conference. The written information shall include:

- a) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;
- b) a listing of the provisions of this Memorandum which are alleged to have been violated;
- c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- d) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

15.3.2.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

15.3.2.3 With the concurrence of the City, a worker or the Union may choose to file the formal grievance initially at Level III (the Department Head) instead of Level II.

15.3.2.4 Within the above time limits either party may request a personal conference.

15.3.3 Level III - Appeal to Department Head

15.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the department head. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

15.3.3.2 Grievances initially filed at this level challenging discipline imposed by the City under Article 21 of this Memorandum shall be filed in written form and shall include:

- a) name, classification, and supervisor of grievant;
- b) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance; and

c) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

15.3.3.3 The department head shall communicate the decision to the grievant within ten (10) days. If the department head does not respond within the time limits provided, the grievant may appeal to the next level.

15.3.3.4 Within the above time limits either party may request a personal conference.

15.3.4 Level IV - Appeal to City Manager

15.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) days of the receipt of the decision at Level III, appeal the decision to the City Manager. The statement shall include a copy of the original grievance, all decisions rendered and a clear and concise statement of the reasons for the appeal.

15.3.4.2 The City Manager shall respond to the grievance in writing within ten (10) days of receipt of the written appeal.

15.3.5 Level V - Arbitration

15.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level IV, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City workers. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

15.3.5.2 If either the City or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The

process to be used in selecting an arbitrator shall be as set forth in 15.3.5.1.

- 15.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 15.3.5.4 The City and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the City or the administration to do an act prohibited by law.
- 15.3.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.
- 15.3.5.6 The arbitrator shall make a final and binding determination.
- 15.3.5.7 The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

ARTICLE 16: EFFECT ON EXISTING PRACTICES

16.1 Changes in Personnel Rules and Department Regulations

During the term of this Memorandum of Understanding, the parties hereto will meet and confer regarding changes proposed by the City in the City's Personnel Rules and Department Rules and Regulations.

16.2 Effect of Agreement

This Agreement completely supersedes any prior agreements between the parties. It also supersedes any conflicting provision in the City's Personnel Rules.

16.3 Existing Practices

Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

16.4 Waiver Clause

Except as provided in Section 16.3, Existing Practices, the workers waive their right to meet and confer during the term of this Agreement on any matter raised during the meeting and conferring which preceded this Agreement.

ARTICLE 17: NONDISCRIMINATION

The City agrees that there shall be no discrimination against any worker in regard to any of the terms and conditions of employment on account of that worker's race, religion, national origin, cohabitation, political activities, age, disability, sex, sexual orientation, Union membership or legitimate Union activities under this Agreement.

ARTICLE 18: MANAGEMENT RIGHTS

18.1 The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including, but not limiting the generality of the foregoing, the right:

18.1.1 To set standards and levels of service;

18.1.2 To determine the procedures and standards of selection for employment and promotions;

18.1.3 To assign workers, including bargaining unit members, to do station maintenance, repair, painting and similar work;

- 18.1.4 To direct its workers;
- 18.1.5 To determine the methods and means to relieve its workers from duty because lack of funds or other lawful reasons;
- 18.1.6 To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on work load and safety and any other matter within the scope of representation;
- 18.1.7 To determine methods of financing;
- 18.1.8 To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- 18.1.9 To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- 18.1.10 To make all decision relating to merit, necessity or organization of City Service;
- 18.1.11 To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline workers in accordance with applicable laws;
- 18.1.12 To establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- 18.1.13 To take necessary actions to carry out its mission in emergencies; and
- 18.1.14 To exercise complete control and discretion over its organization and the technology of performing its work.
- 18.1.15 To take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities.

- 18.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.
- 18.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

ARTICLE 19: CONCERTED ACTIVITIES

- 19.1 As used in this Article 19, “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.
- 19.2 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs City operations by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operations by any other non-unit employees or members of other employee associations or groups.
- 19.3 Furthermore, the Union agrees that the provisions in this Article 19 are enforceable by the City in a Court of law. The City may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.
- 19.4 It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the City Council.
- 19.5 Nothing herein shall be deemed to limit the remedies available to the City in dealing with concerted activities as described hereinabove.

ARTICLE 20: SEPARABILITY

If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, except that either party to the Agreement may request the other party to meet and confer in regard to amending the Agreement to replace the provisions declared void or unenforceable. However, there will be no obligation on either party to agree on a replacement provision.

ARTICLE 21: DISCIPLINARY ACTION

- 21.1 For just cause, the City has the right to discipline, demote, or discharge permanent workers for unsatisfactory work or conduct. Disciplinary action, if taken must be acted upon within forty-five (45) days of the date of discovery of the basis for the discipline unless the City demonstrates that at the end of the forty-five (45) day period, it was engaged in an active, ongoing investigation of the allegations. In such cases, disciplinary action must be taken within ten (10) days of the completion of the investigation.
- 21.2 Non-probationary workers 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. Reprimands shall not be subject to the arbitration provisions of Article 15, Grievance Procedure.
- 21.3 Notice of disciplinary action must be in writing and served on the worker, the Chief Steward of the Chapter, and the Union, in person or by registered mail prior to the disciplinary action becoming effective. The notice must be filed on a timely basis with the Personnel Officer and included in the worker's personnel file. The notice of disciplinary action shall include:
- 21.3.1 Statement of the nature of the disciplinary action;
 - 21.3.2 Effective date of the action;
 - 21.3.3 Statement of the reasons for the proposed action;
 - 21.3.4 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based; and
 - 21.3.5 Copies of any documents or other items of evidence upon which the disciplinary action was fully or in part based.

- 21.3.6 In all cases of disciplinary action, the notice shall include a statement advising the worker of his/her right to grieve such action and the right to Union representation.
- 21.3.7 In cases of demotion, discharge, or suspension of workers in permanent status at the time of the discipline, the notice shall include a statement of the worker's right to respond, either orally, at a meeting requested by the worker, or in writing. The opportunity to respond shall be afforded prior to the action becoming effective, but the worker must respond no later than five (5) days after receipt of notice of disciplinary action. If the worker has been removed from the job during such five (5) days period, the worker must contact the Personnel Division daily. A hearing, if requested, shall be scheduled and held as soon as possible but in no event later than thirty (30) days after receipt of notice of disciplinary action.

ARTICLE 22: TRANSFER

22.1 Definition

- 22.1.1 For purposes of this Article, a "transfer" shall consist of a change in work location of a worker from one work site to another work site within the City. Such a transfer does not encompass the process of assignment of a specific position and responsibilities within the department or work location. A worker assigned to more than one work site shall be considered as being transferred only when moved from one City-wide program to another program. A transfer may be initiated by a worker ("voluntary") or by the City ("administrative").

22.2 Voluntary Transfers as a Result of Posting and Filling Vacancies

- 22.2.1 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position to which a worker is not assigned or which is not committed for purposes of leaves, unresolved administrative transfers or layoffs.
- 22.2.2 Notices of vacancies shall be posted for at least five (5) working days on the bulletin board in the City's administrative offices. Such notices shall be posted as soon as the City determines that a vacancy exists and shall include the position description, location, and other special requirements. A copy of the vacancy notice shall be forwarded to the Union President and a second copy shall be forwarded to the Union office.
- 22.2.3 The request for transfer will be sent to the Personnel Officer with a copy to the Department Head. A conference shall be held at the

request of the worker or the Personnel Officer in order to discuss the request.

- 22.2.4 For purposes of selection between two or more workers requesting transfer to a vacant position, the City shall consider the training experience, competencies, length of service in the City, past evaluations, and qualifications of each worker.
- 22.2.5 When the City has considered two or more workers requesting a transfer to a vacant position to be relatively equal on the basis of training, experience, competence, past evaluations, and qualifications, the worker with the most City-wide seniority shall be selected for transfer to the vacant position.
- 22.2.6 The City shall notify the worker requesting transfer, in writing, of the City's acceptance or denial of the request. The City shall provide written reasons for not granting the transfer request upon the request of the worker. Transfer requests shall be acted upon prior to filling positions by promotion or outside applicants.
- 22.2.7 Only one (1) voluntary transfer may be granted per worker in any one (1) year period.

22.3 Administrative Transfers

- 22.3.1 An administrative transfer may be initiated by the Personnel Officer or his/her designee and shall be based exclusively on the work related special needs of the City and/or welfare of the workers involved and will not be for punitive or capricious reasons.
- 22.3.2 In the event that circumstances require that a worker be transferred on an administrative basis, the worker and the Union shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Personnel Officer regarding the proposed transfer.
- 22.3.3 For purposes of selecting which worker shall be administratively transferred in order to meet the needs of the City, the City shall consider the training, experience, competencies, length of service in the City, past evaluations, qualifications, and current classification of each worker considered. All things being relatively equal, the worker with the least City-wide seniority will be transferred.
- 22.3.4 If total time of service with the City for two (2) or more workers considered equal is the same, then, as between those workers, the transfer will be determined by a lottery.

22.4 Length of Service Defined

- 22.4.1 For the purpose of this Article, “length of service” means all hours in paid status including holiday, vacation, and paid leave, but does not include any hours compensated for overtime or standby, military leave, unpaid illness, unpaid industrial accident leave, or hours served as temporary or contract employee in classification other than the classification from which the worker is being transferred.
- 22.4.2 No seniority credit shall be earned during periods of separation from service with the City, including suspension without pay as a result of disciplinary action.

ARTICLE 23: SAFETY

- 23.1 It is the City’s intention to provide the safest possible equipment and working conditions to the workforce of the City of Menlo Park. Toward that end, the City is committed to making the necessary expenditures to purchase this equipment.
- 23.2 The Union and the City agree to continue to participate in the City Safety Committee.

ARTICLE 24: CONTRACTING SERVICES

The City shall notify the Union at least sixty days in advance of the effective date of the proposed action to contract services and shall, upon request, meet and confer with the Union regarding the contracting out of any work to an independent contractor which results in the elimination of a bargaining unit position, layoff, or permanently reduces the hours worked by a member of the unit. This provision would also apply if a position was frozen and contract services used to fill the position for more than one annual budget cycle. This provision is not intended to expand upon or contract any rights or obligations already granted or imposed by law. This provision does not mean that the Union is agreeing in advance to anything other than to meet and confer.

ARTICLE 25: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including October 24, 2009, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than August 30 of any year, and no later than September 22 of any year, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

The terms of this Agreement shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific sections of this Agreement.

Dated _____

City of Menlo Park

Local 715, S.E.I.U., AFL-CIO

MEMORANDUM OF AGREEMENT

In addition to the modifications to the Memorandum of Understanding between Local 715, Service Employees International Union, AFL-CIO and the City of Menlo Park, the parties, having met and conferred agree as follows:

1. To apply for all Departments, except for urgent and compelling reasons, workers who are ill will not be called at home when calling in absent. They shall call daily unless they have submitted a doctors note stating length of absence. They may call in early and leave word with any supervisor stating the following:
 - A. Non-detailed nature of illness.
 - B. Estimated length of absence.
 - C. Any necessary information about work which needs attention during the workers' absence.

This paragraph does not modify the provisions of Section 12.1.3.

2. The parties agree to the following in the Menlo Park Police Department.
 - A. Communication Officers and Police Records Officers will wear uniforms in accordance with the Department's Uniform Policy.
3. The parties agree to the Menlo Park Labor Management Committee as outlined in Appendix D.
4. For workers performing light duty assignments of less than a full work day, a full day of vacation and sick leave will be charged when not related to disability. Informal scheduling accommodation of doctor's appointments/therapy to continue as is.
5. The City agrees to meet and confer with the Union over the job specifications on all unit positions impacted by the need for water distribution and treatment certification and appropriate compensation for such duties.

Dated _____

City of Menlo Park

Local 715, S.E.I.U., AFL-CIO

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY
LOCAL 715, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

ACCOUNTING ASSISTANT I
ACCOUNTING ASSISTANT II
ACCOUNTING TECHNICIAN
ADMINISTRATIVE ASSISTANT
ASSISTANT LITERACY PROGRAM COORDINATOR
ASSISTANT ENGINEER
ASSOCIATE ENGINEER
ASSOCIATE PLANNER
BUILDING CUSTODIAN I
BUILDING CUSTODIAN II
BUILDING INSPECTOR
CHILD CARE TEACHER/TITLE 22
CITY SERVICE OFFICER
CODE ENFORCEMENT OFFICER
COMMUNICATIONS OFFICER
COMMUNICATIONS TRAINING OFFICER
COMMUNITY SERVICES SPECIALIST, SENIOR CENTER
COMPUTER SUPPORT TECHNICIAN
CONSTRUCTION INSPECTOR
CONSTRUCTION SUPERVISOR
DAY CARE TEACHER/TITLE 5
DEVELOPMENT SERVICES TECHNICIAN
ENGINEERING TECHNICIAN I
ENGINEERING TECHNICIAN II
ENVIRONMENTAL PROGRAMS COORDINATOR
EQUIPMENT MECHANIC
GYMNASTICS INSTRUCTOR
HOUSING REHABILITATION/FINANCE SPECIALIST
JUNIOR ENGINEER
LIBRARIAN I
LIBRARIAN II
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY ASSISTANT III
LIBRARY CLERK
LIBRARY PAGE
LITERACY ASSISTANT
MAINTENANCE I-BUILDING MAINTENANCE
MAINTENANCE WORKER I-PARKS
MAINTENANCE WORKER I-STREETS

Classifications

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MAINTENANCE WORKER I-TREES
MAINTENANCE I-WATER
MAINTENANCE II-BUILDING MAINTENANCE
MAINTENANCE WORKER II-PARKS
MAINTENANCE WORKER II-STREETS
MAINTENANCE WORKER II-TREES
MAINTENANCE III-BUILDING MAINTENANCE
MAINTENANCE WORKER III-PARKS
MAINTENANCE WORKER III-STREETS
MAINTENANCE WORKER III-TREES
MAINTENANCE III-WATER
MANAGEMENT ANALYST
NETWORK COORDINATOR
NIGHT CLERK
OFFICE ASSISTANT I
OFFICE ASSISTANT II
OFFICE ASSISTANT III
PLAN CHECKER
POLICE RECORDS OFFICER
POLICE RECORDS TRAINING OFFICER
PRINT SHOP ASSISTANT
PRINT SHOP COORDINATOR
PROGRAM ASSISTANT
RECEPTIONIST
RECREATION AIDE
RECREATION LEADER
SECRETARY
SENIOR ENGINEERING TECHNICIAN
SENIOR LIBRARY PAGE
SENIOR PLANNER
SENIOR PROGRAM CHEF
SENIOR RECREATION LEADER
SOCIAL SERVICES COORDINATOR
TEACHER'S AIDE
TECHNICAL SERVICES COORDINATOR
TRAFFIC ADMINISTRATION/PROPERTY OFFICER
TRAFFIC ENGINEERING TECHNICIAN I
TRAFFIC ENGINEERING TECHNICIAN II
TRANSPORTATION DRIVER
TRANSPORTATION ENGINEER
TRANSPORTATION MANAGEMENT COORDINATOR
TRANSPORTATION PLANNER

Classifications
Page 3

WATER QUALITY TECHNICIAN
WATER SERVICE WORKER

APPENDIX "C-1"

CITY OF MENLO PARK DENTAL PLAN

ELIGIBLE EMPLOYEES:

All present full-time salaried employees are eligible to participate in the plan.

Newly hired employees are eligible to participate in the plan following six months of continuous employment.

DEPENDENTS:

Dependents will be covered by the plan only if there should be sufficient funds to pay 100% of allowable employees claims.

Dependents shall be defined under this program as the employee's spouse and his/her children up to the age to 23 provided they are more than 50% dependent upon the employee for support.

DOMESTIC PARTNERS:

Workers who wish to have domestic partners covered under the dental plan may do so after filing the "Declaration of Domestic Partnership" form with the California Secretary of State and complying with any other requirement necessary to qualify for domestic partner health benefits under the CalPERS health program. It is understood that the benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in accordance with State and Federal Tax regulations.

MAXIMUM COVERAGE:

For each six-month period the employee shall be limited to a maximum coverage of \$1,400.00 and each dependent or domestic partner shall be limited to \$700.00 coverage. Payments on claims will be based upon standard fees as determined by the dental committee.

REQUEST FOR REIMBURSEMENT:

A City of Menlo Park Dental Reimbursement Form must be completed by the employee's dentist indicating the type of service before the claim will be approved for reimbursement by the City. These forms are available through the Personnel Division. The forms should be returned to Personnel at the completion of treatment.

TERMINATION OF INSURANCE:

When the employee terminates with the City, his/her dental insurance ceases. Any outstanding claims up to the date of termination will be considered for payment.

COVERAGE

- Routine office visits and oral examinations, but not including more than one such examination of the same Covered Person in any six-month period.
- Fluoride or other prophylaxis treatments
- Dental X-Rays
- Extraction
- Teeth cleaning
- Oral surgery, including excision of impacted teeth
- Crown, bridges, except as specified under “exclusions and limitations”
- Orthodontic care, treatment, services and supplies
- Anesthetics administered in connection with oral surgery or other covered dental services
- Fillings
- Treatment of periodontal and other diseases of the gums and tissues of the mouth
- Endodontic treatment, including root canal therapy
- Initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth extracted while insured
- Replacement of an existing partial or full removable denture or fixed bridgework to replace extracted natural teeth; but only if evidence satisfactory to the City is presented that:
 - a. The replacement or addition of teeth is required to replace one or more additional natural teeth extracted while insured under the plan; or

- b. The existing denture or bridgework was installed at least 5 years prior to its replacement and that the existing denture or bridgework cannot be made serviceable; or
 - c. The existing denture is an immediate temporary denture and replacement by a permanent denture is required, and takes place within 12 months from the date of installation of the temporary denture
- Replacement of a lost or stolen prosthetic device or bridgework
 - Repair or recementing of crowns, inlays and fixed bridgework
 - Repair or relining of dentures
 - Other covered charges as determined by the Dental Committee

EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

- For any dental work covered under a Major Medical Expense Plan
- Incurred because of an accidental bodily injury which arises out of or in the course of employment, or a sickness entitling to the insured to benefits under the Workers' Compensation Act or similar legislation
- Incurred in a Veteran's Hospital by the hospital or by a dentist employed by the hospital
- Which are primarily for cosmetic purposes
- Incurred as a result or act of war, declared or undeclared
- Incurred for the initial installation of dentures and bridgework when such charges are incurred for replacement of congenitally missing teeth, or for replacement of natural teeth all of which were lost when the employee was not insured under the plan
- For space maintainers
- Incurred as a result of a need for prosthetic devices including bridges and crowns and the fitting thereof which were ordered while the employee was not insured under the plan, or which were delivered after termination of insurance
- Not found to be valid upon verification with the dentist rendering the service

HOW IT WORKS

The City of Menlo Park has agreed to contribute to a dental fund a monthly amount per employee. Accumulated funds will be used to reimburse employees for dental expenses they have incurred during a particular six month period. Any excess of funds shall be rolled over to the next period.

Example: If the fund contribution during the six-month period exceeds the claims received

7-1-2007	Fund	Claims
to	Contribution	Received
12-31-2007	\$40,000	\$30,000

then the employee will be reimbursed 100% of his dental bill and his dependents' coverage will be as follows:

Remaining in Fund	Claims Received
\$10,000	\$30,000

then the employee will be reimbursed 33% of the total bill for his dependents or domestic partner.

Example: If the fund contribution does not exceed the claims received

7-1-2007	Fund	Claims
to	Contribution	Received
12-31-2007	\$40,000	\$60,000

then the employee will be reimbursed 66% of his total dental bills and would not be reimbursed for any of his dependents' or domestic partners' bills.

In both examples above, the amount and nature of claims by an employee and his dependents will be subject to limitations covered in the plan outline.

FORMS PROCEDURE

1. Obtain dental forms from the Personnel Division.
2. Submit the form to your dentist for his completion.
3. At the completion of your dental work or near the end of the reimbursement period, sign the form for that work which has been completed. Your dentist will also need to sign the form. Please return the form to the Personnel Division.

APPENDIX "C-2"

CITY OF MENLO PARK VISION PLAN

ELIGIBLE EMPLOYEES:

All present full-time or part-time permanent employees who are represented by S.E.I.U. and their dependents or domestic partners are eligible to participate in the vision plan.

Newly hired employees are eligible to participate in the vision plan after six months of continuous employment.

MAXIMUM COVERAGE:

For each one year period the employee shall be limited to a maximum coverage of \$600.00 for full-time, \$450.00 for three-quarter time and \$300.00 for half-time employees. For each one year period the worker's dependent or domestic partner shall be limited to a maximum coverage of \$300.00 for a full-time worker's dependent or domestic partner, \$225.00 for a three-quarter worker's dependent or domestic partner, and \$150.00 for a half-time worker's dependent or domestic partner. The maximum coverage shall be in addition to the maximum coverage contained in the Dental Plan. Payments on claims will be based upon standard fees.

REQUEST FOR REIMBURSEMENT:

A City of Menlo Park S.E.I.U. Employees' Vision Claim Form must be completed by the employee indicating the type of service before the claim will be approved for reimbursement by the City. These forms are available through the Personnel Division. The forms should be returned to Personnel at the completion of treatment, and accompanied by a receipt from a qualified optometrist, ophthalmologist or optician. An accepted and properly completed request for reimbursement form will be eligible for prorated reimbursement within the one year period in which the vision care was performed.

TERMINATION OF INSURANCE:

When the employee terminates with the City, his/her vision insurance ceases. Any outstanding claims up to the date of termination will be considered for payment.

COVERAGE

- Routine eye examinations by an optometrist or ophthalmologist, but not including more than one such examination of the same Covered Person in any six-month period

- Eyeglasses, including lenses and frames
- Hard or soft contact lenses
- Other covered charges as determined appropriate

EXCLUSIONS AND LIMITATIONS

Covered vision expenses will not include charges:

- For any eye care covered under the employee's regular medical or health plan
- For noncorrective sunglasses, unless required for medical reasons
- For industrial and athletic safety frames and lenses
- For lens adornment, such as engraving and jewelry
- Incurred because of an accidental bodily injury which arises out of or in the course of employment, or a sickness entitling the insured to benefits under the Workers' Compensation Act or similar legislation
- Incurred in a Veteran's Hospital by the hospital or by an optometrist or ophthalmologist employed by the hospital
- Incurred as a result of act of war, declared or undeclared
- Not found to be valid upon verification with the optometrist, ophthalmologist or optician rendering the service

FORMS PROCEDURE

1. Obtain a Vision Claim form from the Personnel Division.
2. Complete the form and submit it with receipts to the Personnel Division.

APPENDIX "D"

Menlo Park Labor Management Committee Goal

GOAL

The Union and Management have a sincere desire to maintain and improve their progressive, mature and cooperative labor relations/personnel relationship throughout the length of the contract.

MEETINGS

In order to facilitate this, the parties agree to meet as necessary to discuss work and personnel/labor relations related issues of interest to either the workers or management. These meetings shall not replace informal grievance meetings nor the responsibilities of the parties to meet and confer pursuant to the law and the agreement. However topics may include preliminary discussions of matters which may later develop into more formal concerns to be dealt with in official forums.

PARTICULARS

In attendance will be representatives from the City of Menlo Park, as determined by the issues to be discussed. A Union staff person and three members selected by the union shall represent the workers. Additional department heads, members or consultants may be included as necessary.

Agenda shall be set in advance and mutually agreed to except that there shall be a regular item for either party to confirm or dispel rumors in labor relations/personnel topics since the last meeting.

Additional meetings may be set with mutual agreement.

Minutes shall be taken with each side alternately taking responsibility for taking and reproducing them. Confidential personal issues shall be discussed off the record and summarized in the minutes.

APPENDIX “E”

[FMLA, CFRA Notices]

