#3772

MEMORANDUM OF UNDERSTANDING

BETWEEN

LOCAL 521

SERVICE EMPLOYEES INTERNATIONAL UNION,

CTW, CLC

AND

THE CITY OF MENLO PARK

July 1, 2021 – June 30, 2023

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PREAMBLE

This Memorandum of Understanding is entered into by and between Service Employees' International Union, Local 521, CTW, CLC (hereinafter "Union") and the City of Menlo Park (hereinafter "City"). This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-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 for the classifications of 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 Each newly established job classification shall be assigned to an appropriate representation unit by the Human Resources Director, after consultation with recognized employee organizations, if they find that there is an appropriate unit to which such job classifications may be assigned. An employee organization may appeal in writing from such assignment to the Human Resources Director within thirty (30) calendar days of said determination. If the Union is unsatisfied with the results of said appeal, the Union may invoke impasse procedures in accordance with Government Code 3500.

In general the City shall adhere to objectives which require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interests. Factors to be considered may include:

a. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.

b. History of representation in the City and similar environment.

c. Consistency with the organizational patterns of the City of Menlo Park.

d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

e. Effect on the classification structure and impact on the stability of employer-employee relationship of dividing single or related classifications among two or more units.

ARTICLE 2: UNION SECURITY

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 the final year of the Memorandum of Understanding, 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, it's 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, up to a maximum of two (2) employees from any department, 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 Human Resources Director. The Chapter Chair will not count towards the seven (7) total released employees or the maximum number of released employees from his or her department.

3.4 Nine (9) Union representatives, up to a maximum of two (2) employees from any department, shall be allocated up to one (1) hour per month time off without loss of pay for purposes of attending monthly Stewards' meetings. 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, 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. Human Resources 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 appointments shall be subject to a probationary period of twelve (12) months for unit members. All promotional appointments shall be subject to a probationary period of six (6) months except for Police Department Communications Officers, who shall be subject to a probationary period of twelve (12) months. The Human Resources Director 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 cumulative absences of two (2) 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 Human Resources Director 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 Performance evaluations will be given to 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.

Performance 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 Human Resources Director. 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 minimum standards established for a position 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 Human Resources 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.

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, except for sustained findings of violations of the City's Anti-Harassment and Non-Discrimination Policy, shall no longer be relied upon in any determination which in any manner affects his/her employment status and shall be removed from the worker's personnel file upon request from the worker. 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 Human Resources Department.

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, any individual salary and benefit information, and any other information requested under the freedom of information act and deemed to be public 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.

6.5.2 The top two (2) permanent bargaining unit members applying for promotional opportunities for classifications within the representation unit and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department. When possible, the top two (2) permanent bargaining unit members applying for promotional opportunities outside of the representation unit and who meet the minimum qualifications for the position will be interviewed.

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 upon request of the worker.

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 a Classification 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. Human Resources shall notify the Union at least ten (10) days prior to recommending a reclassification. Upon request, the Human Resources Director will meet and confer with the Union to determine whether the worker shall be subject to a probationary period. In cases where there is a dispute regarding the recommendation of the Human Resources Director, the recommendation may be appealed to the City Manager, whose decision shall be final and not subject to the arbitration provisions of Article 15, Grievance Procedure.

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, and deferred compensation contributions made by the employer on behalf of the employee

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 or Assistant) classification and journey level (II or Associate) classification and which can be filled at either of those two levels.

6.7.2 The currently identified flexibly staffed positions are:

Accountant I/II
Accounting Assistant I/II
Assistant Planner/Associate Planner
Child Care Teacher I/II
Engineering Technician I/II
Facilities Maintenance Technician I/II
Librarian I/II
Maintenance Worker I/II
Water System Operator I/II

The City may post and fill the position at either the I /Assistant or II/Associate level. If the City fills the position at the I/Assistant level, promotion to the II/Associate level shall be considered after two years of service at the I/Assistant 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 Adjustments

Effective the beginning of the first full pay period following the later of July 1, 2022 or City Council adoption, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3%).

7.1.1 Lump Sum Payments

Year 1

Year 1 Payment - SEIU members who are City employees during the first pay period following the later of City Council adoption of the resolution authorizing amendments to the MOU or July 1, 2021 will receive a one-time lump sum payment of $2,000. Employees may elect to have the $2,000 Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

Year 2

Year 2 Payment – SEIU members who are City employees during the first pay period following the later of City Council adoption of the resolution authorizing amendments to the MOU or July 1, 2022 will receive a one-time lump sum payment of $2,000. Employees may elect to have the $2,000 Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

7.1.2 Classification and Compensation Study

The parties agree to meet with the City's retained survey consultant, and review the consultant's recommended survey jurisdictions, benchmark classifications, and survey matches for a revised Total Compensation Survey to be completed by October 31, 2022. The union will have a minimum of two (2) SEIU members representatives attending each meeting on release time. Meetings shall begin no later than September 1, 2022 and shall continue on a monthly basis, subject to any agreement to modify the schedule.

The Parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications for successor MOU negotiations. Negotiations will consider both the total compensation survey results and the City's Financial recovery, including:

- Impact on assessed values for the 2021 and 2022 rolls
- TOT recovery, considering 2019 baseline.

7.2 Step Increases

Merit advances from the first salary step and subsequent steps shall be granted at one (1) year intervals if the affected worker has demonstrated continued competent service. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

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 consult.

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 report to their normal work location 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 Employees who do not return to their normal work location, but who are required to work remotely, are not eligible for call back pay, but shall be paid for time actually worked at one and one-half times their hourly rate of pay.

7.6.3 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 Three Dollars and Twenty Five Cents

($3.25) per hour for each hour the worker is assigned to standby duty. A worker shall not combine standby pay with call back pay or overtime.

7.8 Rest Period Following Emergency Work

7.8.1 Bargaining unit employees in the Police or Public Works Departments shall be entitled to eight (8) hours of rest period when they work more than sixteen (16) hours within a twenty-four (24) hour period beginning with the time the worker reports to work.

7.8.2 Prior to working over sixteen (16) hours within a twenty-four (24) hour period and triggering the eight (8) hour rest period the employee must get approval from the Department Director or his/her designee.

7.8.3 Rest periods are unpaid unless the rest period overlaps the employee's regular work shift in whole or in part. The employee will be paid for that portion of the rest period that overlaps the employee's normal working shift. The employee will be required to work the remainder of their normal working shift that does not overlap with the eight (8) hour rest period unless they request and are approved for leave. The employee will not be paid for the time between expiration of the rest period and his/her normal work shift.

7.8.4 This section shall not apply in emergency situations.

7.9 Working Out of Classification

7.9.1 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:

7.9.1.1 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.

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

7.10 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.

7.11 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.

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, or 9/80

b. 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.

c. 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.

d. 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 shall begin exactly four (4) hours after the start time of the day of the week which is each employee's regular alternate day off.

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 Human Resources Director.

8.1.3 Lunch Periods. All workers working a work shift of six (6) hours or more, 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 director. 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, Community Service Officers, and Code Enforcement Officers shall take an "on duty" lunch period which shall be counted as time worked.

Workers assigned to a shift of at least five (5) but fewer than six (6) hours may request to observe a regularly scheduled unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes, which shall not be unreasonably denied. Lunch periods shall be scheduled with the approval of the department director or designee.

8.1.4 Rest Periods. One (1) fifteen (15) minute rest break with pay shall be provided to workers 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.

8.2 Overtime

8.2.1 Definition.

a. Overtime for workers is defined as any time worked in excess of forty (40) paid hours in any work week as defined in section 8.1.1.

b. 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 director or designee.

8.2.2 Modified Schedules. At the request of either the worker or department director, the department director 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 director. 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 except when the worker's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime.

The parties agree to meet and confer over ways to address the constructive receipt issue with regard to compensatory time, with a goal of implementing changes no later than November 2017.

8.2.4 Compensatory Time. A worker may accumulate a maximum of 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 consult over such proposed changes prior to implementation.

ARTICLE 9: UNIFORMS

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

9.2 Communications Officers, Lead Communications Officers, Records Personnel, Community Service Officers, and Parking Enforcement Officers shall upon initial

appointment be provided required uniforms as determined by the Chief of Police, and thereafter receive Six Hundred Dollars ($600) per year uniform allowance. As soon as practicable, payment shall be made in the amount of $23.077 per biweekly pay period. If an employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance for that period.

The City will provide uniform jackets for Community Service Officers and Parking Enforcement Officers 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 Eighty-Five Dollars ($285) 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 Forty Dollars ($340) 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. So long as all required documents are submitted, reimbursements will be processed within two (2) pay periods following supervisory approval.

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 our his or her duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The reimbursement shall be administered in accordance with Maintenance Division policy. Effective July 1, 2016, the City shall reimburse a maximum of one thousand four hundred dollars ($1,400) per fiscal year.

9.6.1 Tool Inventory. To qualify for reimbursement pursuant to paragraph 9.6.3 below, Equipment Mechanics must provide an inventory of tools which are maintained on City property. The inventory must include the following for each tool: (1) manufacturer and part number (2) approximate purchase date; and (3) a photo of the tool.

9.6.2 The City will cover the replacement of inventoried tools and equipment which are lost on City property due to (1) theft or (2) damage due to normal wear and tear (e.g., accident or fire). Tools left on City property must be properly secured when not in use. No reimbursement will be permitted for loss or damage attributable to the negligence or willful misconduct of the employees.

9.6.3 Requests for replacement tools will be made through the normal tort claim process.

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 Dispatchers and Senior Communications Dispatchers, 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 Dispatcher and Senior Communications Dispatcher classifications shall observe Independence Day, Veterans Day, Christmas Day, Christmas Eve and New Year's Day on the actual date of the holiday.

10.1.2 Pay for Fixed Holidays. All full-time workers shall be paid eight (8) hours pay at their regular straight time base hourly rate for all fixed holidays as defined herein. All part-time workers shall be entitled to holiday leave with pay for the number of hours each holiday based on the number of hours per week such part-time worker is indefinitely assigned to work in the employee's regularly scheduled part-time position. An employee who is scheduled to work on a fixed holiday, and who does not work shall use vacation or other appropriate paid/unpaid leave to make up any

difference between the holiday and his or her regularly scheduled shift. An employee will not be paid for more than his or her regular day's pay for any holiday when he or she does not work.

Pay for fixed holidays may not be taken as compensatory time off.

10.1.3 Work on Fixed Holidays.

a. Except for Communications Dispatchers and Senior Communications Dispatchers, any full-time worker required to work on a fixed holiday 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 the regular shift being worked on the holiday shall be compensated at double time.

b. Except for Communications Dispatchers and Senior Communications Dispatchers, any part-time worker required to work on a fixed holiday 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.

Part-time Communications Dispatchers shall be treated the same as full-time workers with regard to double time pay on a holiday.

c. Bargaining unit members in the Communications Dispatcher and Senior Communications Dispatcher classifications required to work on a fixed holiday shall be paid as follows:

1. Holidays on Employee's Regular Workday. A Communications Dispatcher or Senior Communications Dispatcher required to work on a fixed holiday which falls on his or her regular workday shall be paid time and one-half for such work in addition to his or her regular pay. Work on a fixed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time. Employees who work their regular shift on a fixed holiday shall not receive additional holiday pay.

Example 1, if a Communications Dispatcher works a full (10-hour) shift on a holiday which falls on his or her regular workday, he or she would be paid a total of 25 hours (10 hours plus 10 hours at time and one half).

Example 2, if a half-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on his or her regular workday (scheduled 5 hours), he or she would be paid a total of 22.5 hours [5 hours plus 5 hours at time and one half (for the 5 hours of their regular shift) plus 5 hours at double time (for time beyond their regular shift).]

2. Holidays on an Employee's Regular Day Off. A Communications Dispatcher or Senior Communications Dispatcher required to work on a

fixed holiday on his or her regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay (pro-rated for part-time workers,)

For example, if a full-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on his or her regular day off, he or she would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time.)

10.1.4 A full time worker who is regularly scheduled to work more than eight (8) hours on a holiday may make up the additional hours using vacation, compensatory time, floating holiday time, or unpaid time. In addition, with the approval of his or her supervisor, and subject to the operational needs of the City, a worker may work additional straight time hours during the same workweek to make up the difference.

A part-time worker who is regularly scheduled to work on a holiday for more hours than they receive in holiday time may use vacation, compensatory time, floating holiday time, or unpaid time to complete their regularly scheduled workweek. In addition, with the approval of his or her supervisor, and subject to the operational needs of the City, a worker may work additional straight time hours during the same workweek to make up the difference. [For example, a worker who is regularly scheduled to work twenty (20) hours per week receives four (4) hours of holiday pay for the July 4 holiday but is scheduled to work six (6) hours on the day the holiday is observed. The worker may use two (2) hours of vacation to complete his or her regular workweek.]

10.1.5 The City Manager, or designee may close individual worksites or all non-essential City operations on non-City holidays (for example, during the week between Christmas and New Years). In that event, affected employees shall be encouraged to take time off, however, it shall not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period.

Employees who choose to work on a City closure day may be assigned to perform duties outside of their normal job duties. Any assigned duties must be reasonable in nature. For example, a Public Works employee may be assigned to perform clerical duties such as file review in City Hall. However, a clerical employee may not be assigned to operate heavy machinery (e.g., a chain saw).

The City Manager will notify employees of any closure between Christmas and New Years on or before the fourth Thursday in November immediately preceding the closure.

10.2 Floating Holiday Time

For calendar year 2021, workers shall receive thirty-four (34) floating holiday hours off with pay, credited on the first pay period following City Council

adoption of the resolution authorizing amendments to the MOU. Workers hired after the first pay period following City Council adoption shall receive a pro-rated amount of floating holiday hours for the remainder of the calendar year.

For calendar years 2022 and 2023, 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.

10.2.2 Floating days off must be used during or prior to the end of the twenty-sixth (26^{th}) pay period of the 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 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.

11.3 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. Use of vacation is subject to the advanced approval of the Department Director or designee. Any and all vacation granted pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Vacation time requested shall not be unreasonably denied.

11.4 Payment on Separation

Accrued vacation time up to the maximums described in Section 11.3 above shall be paid to a worker permanently separated from City service,

11.5 Vacation Cashout

A worker may cash out vacation leave in accordance with the Vacation Cashout Policy, attached hereto as Appendix "E".

11.6 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.

If a worker is scheduled to work on a designated City holiday, and subsequently calls in sick, the worker shall not receive holiday pay.

12.1.3 Abuse Enforcement. The City shall be obligated to monitor all sick leave use, and shall take appropriate actions to ensure that benefits are paid out only for use as authorized in Section 12.1.2.

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.

12.1.4 Compensation for Accumulated Sick Leave.

12.1.4.1 Resignation. A resigning worker, who was hired into the unit prior to May 4, 2010 and 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.

12.1.4.2 Retirement. A worker who was hired into the unit prior to May 4, 2010 and 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 12.1.4.3. Workers may combine any of the above two options.

12.1.4.3 Retirement Health Credit Conversion. A worker who was hired into the unit prior to May 4, 2010 and who has 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.

12.1.4.4 Layoff. A worker who was hired into the unit prior to May 4, 2010 and 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.

12.1.5 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.

12.1.6 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.

12.1.7 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.

Human Resources will discuss with the Union or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to Human Resources and Human Resources 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 Human Resources Director, whose decision shall be final.

12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond forty-five (45) calendar days, the City will ensure 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, providing that the employee continues to pay the worker share of the benefit cost, where applicable. Accrued leave earned shall only continue for periods during which the worker is utilizing accrued leave time. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the not be able to return to work, the worker will be permitted to continue to participate in City paid health insurance, AD&D, dental and life insurance benefits. However, the worker will be required to pay 100% of any premiums.

12.2.2 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.

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.

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 Personal Business Leave may only be used for personal business of urgent and compelling importance, and may not be 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 director and Human Resources. The Human Resources Director 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 Human Resources. 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.

12.5 Jury Duty and Subpoenas

12.5.1 A worker required to report for jury duty or to answer a subpoena as a witness on behalf of the City, 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 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 or grandchild 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 Human Resources prior to the request to utilize such leave.

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

12.8 Maternity and Parental Leave

Workers are entitled to leaves of absence for maternity, parental bonding, and pregnancy-related disability. All such leave of absence shall be granted and compensated in accordance with state and federal laws covering these topics, including the California Family Rights Act.

12.9 Miscellaneous Leave Provisions

12.9.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, shall not be included in determining seniority.

12.9.2 At the conclusion of a leave of absence a worker shall be returned to an equivalent position within his/her classification.

12.9.3 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.

12.9.4 For any paid leave of absence, all benefits continue to accrue.

12.9.5 The Human Resources Director or 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.

12.9.6 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.

12.9.7 Use of unpaid leave is subject to the advanced approval of the Department Director or designee and Human Resources. Any and all unpaid leave granted pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Leaves shall not be unreasonably denied.

12.9.8 All provisions of this Article shall be administered in conformance with all Federal and State Laws.

12.10 Educational Leave and Tuition Reimbursement

12.10.1 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, lab fees and equipment, 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. Parking fees or non-mandatory health fees related to enrollment will not be included. Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. Employees must attach a final grade of "C" or better for both undergraduate and graduate work. The employee may not elect to take a "pass/fail" grade if the letter system of grading is offered. Courses providing a "pass/fail" must achieve a "pass" to qualify for reimbursement. Funds expended on tuition reimbursement will be subject to appropriate IRS regulations.

12.10.2 Workers wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

12.10.3 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.

12.10.4 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.

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

13.1.1 The City shall continue the existing flexible benefits plan through the term of this Agreement.

13.1.2 The City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.1 equals the following:

$2,351per month - family coverage
$1,811 per month - two-person coverage
$961 per month - single coverage

[EXAMPLE: If the PEMHCA minimum contribution is $140, then the City shall make a flexible benefits plan contribution of $2,211 per month for family coverage, $1,671 per month for two-person coverage and $821 per month for single coverage.]

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367.00 per month. Effective January 1, 2018, this amount is no longer contributed through the flexible benefits plan.

13.1.3 For the plan year beginning January 1, 2022, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.1 equals the

contributions in Section 13.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2020 to February 2021. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

13.1.4 For the plan year beginning January 1, 2023, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.1 equals the contributions in Section 13.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2021 to February 2022. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

13.1.5 For the year beginning January 1, 2020 the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

$2,284 per month	family coverage
$1,759 per month	two-person coverage
$933 per month	single coverage

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367 per month.

13.1.6 For calendar year 2016 and calendar 2017, the City will contribute an additional $41.67 each month towards each bargaining unit member's cafeteria plan. For example, for calendar year 2016, the monthly City contribution for members on the family plan will be $2189.67 (2148+41.67). This provision will sunset on December 31, 2017.

13.1.7 Consistent with applicable laws and regulations, each employee may use his/her allocated amount for any benefits permitted by law and provided for in the flexible benefit plan document. The plan document will be amended to eliminate cash distributions, and to add employee-paid "buy up" of vision benefits. If possible the City will also add an employee-paid short term disability plan such as AFLAC.

13.1.8 Workers hired into the unit prior to May 4, 2010, 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 12.1.4.3.

In order to be eligible for the reimbursement in this Section, the worker must be enrolled in an available PEMHCA health insurance 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, and 13.1.7.

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 waive coverage under Section 13.1.4.

13.1.12 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.

13.1.13 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.

13.1.14 Effective July 1, 2017, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of regular rate for overtime purposes. In the event that a court issues a final decision holding that Cash-in-Lieu of Medical Coverage payments do not need to be included in the regular rate, the City will cease including Cash-in-Lieu in the regular rate.

13.1.15 In the event that the City's contributions towards medical premiums are less than the Kaiser rate at each level of participation (single, two-party, or family) for either plan year 2019 or plan year 2020, the parties will meet and confer in an attempt to address the differences between the City contribution and the Kaiser premium.

13.2 Dental Insurance

13.2.1 The City shall pay the full cost for Dental Insurance administered by Delta Dental or an equivalent third party administrator up to the annual maximums described in the summary plan description.

13.2.2 Dental Benefits will be provided as described in the summary plan description.

13.3 Vision

a. Effective the latter of January 1, 2016, or upon agreement with all employee groups, the City shall pay the full cost for fully insured Vision Insurance provided by VSP, or an equivalent insurance provider, providing vision benefits as described in the summary plan description.

13.4 Employee Assistance Program

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

13.5 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 hired by the City prior to February 12, 2012 shall be those established by the Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

14.3 Retirement benefits for employees hired by the City on or after February 12, 2012, who are not new members as defined by CalPERS, shall be those established by the Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.0% at age 60 formula, highest three years.

14.4 For new employees, as defined by CalPERS, hired on or after January 1, 2013, retirement benefits shall be those established by the California Public Employees' Retirement System (CalPERS) for Miscellaneous Members 2.0% at age 62 formula, highest three years.

14.5 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.

14.6 Should the employer rate rise above 14.597%, the increase shall be shared equally between the employee and the employer. As an example, if the employer rate for 2011-12 is 15.597%, the City shall pay 15.097% and the employee shall pay 8.500% (inclusive of the 8.000% fixed employee contribution).

14.7 Effective as soon as practicable and after December 1, 2014, the employee contribution towards the employer's contribution to the Public Employees' Retirement System (CalPERS) shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and the Union agree that the employee contribution towards the employer's contribution will continue past the expiration of the MOU. If for any reason the City is precluded from making this deduction or the deduction cannot be made on a pre-tax basis, the parties agree to meet and confer regarding ways to cure the defect.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A grievance is an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, policy and/or procedure manuals affecting the working conditions of the workers covered by this Agreement.

15.1.2 A "Disciplinary appeal" is an appeal from a disciplinary action of a Letter of Reprimand or higher, against an employee covered by this Memorandum of Understanding.

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

15.1.4 A "day" is any day in which the City Hall of Menlo Park is open for business.

15.1.5 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.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.

15.2.3 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.

15.2.4 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.

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

15.2.6 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.

15.2.7 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.

15.2.8 The City and Union may agree to consolidate grievances at Level III and beyond.

15.2.9 All written responses by Management regarding a grievance shall be sent to the grievant, designated union steward, and the Union.

15.3 Grievance Procedure (for grievances as defined in 15.1.1)

Grievances will be processed in accordance with the following procedures.

15.3.1 Level I - Informal Resolution/Immediate Supervisor

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 - Department Director

15.3.2.1 If the grievance is not resolved at Level I and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to Department Director within ten (10) days after the oral decision of the immediate supervisor. 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 Department Director or designee shall communicate the decision to the grievant in writing within ten (10) days after receipt of the grievance. If the Department Director or designee 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 II (the Department Director) instead of Level I.

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

15.3.3 Level III - Appeal to City Manager

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 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.

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

15.3.4 Level IV - Arbitration

15.3.4.1 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 III, 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 Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City employees and who are members of the National Academy of Arbitrators (NAA). 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.

15.3.4.2 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.

15.3.4.3 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.

15.3.4.4 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.

15.3.4.5 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.

15.3.4.6 The arbitrator shall make a final and binding determination.

15.3.4.7 The fees and expenses of the arbitrator shall be shared equally by the City and the Union (including the cost of any list of arbitrators requested pursuant to Section 15.3.4.1). 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.

15.4 Disciplinary Appeals

15.4.1 A “disciplinary appeal” is a formal written appeal of a Notice of Disciplinary Action (post-Skelly) of any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, letters of reprimand, or transfer for purposes of punishment. However, letters of reprimand are not subject to the arbitration provisions of this procedure. This procedure also shall not apply to the rejection or termination of at will employees, including those in probationary status. Any reduction in pay for change of assignments which occurs in the course of regular rotation and is not punitive shall not be subject to this procedure.

15.4.2 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation. Letters of

Reprimand may be appealed under this section only to the City Manager level (Section 15.4.4).

15.4.3 Any appeal to any punitive disciplinary action (as defined in Section 15.1.2) shall be presented in writing to the City Manager within ten (10) days after receipt of the Notice of Disciplinary Action. Failure to do so will be deemed a waiver of any appeal. The City Manager or designee shall hold a meeting to hear the appeal within ten (10) days after the presentation of the appeal and shall issue a decision on the appeal within ten (10) days of the presentation of the appeal. For letters of reprimand, the City Manager's decision shall be final. However the employee may write a response and have that response included in his or her personnel file.

15.4.4 For appeals from dismissal, demotion, suspension, or reduction in salary, if the employee is not satisfied with the decision of the City Manager, the employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Union for arbitration of the dispute. Within twenty (20) days of the City Manager's decision, the Union shall inform the City of its intent as to whether or not the disciplinary matter will be arbitrated. The Union must be the party taking the matter to arbitration.

15.4.5 The parties shall attempt to agree to the selection of an arbitrator and may agree to strike names from a list provided by an outside agency such as the State Mediation and Conciliation Service. However, in the event that the City and the Union cannot agree upon the selection of an arbitrator within forty-five (45) days from the date that Union has notified the City of its intent to proceed to Arbitration, either party may request the Superior Court of the County of San Mateo appoint an arbitrator who shall be a retired judge of the Superior Court of San Mateo County.

15.4.6 The City and the Union agree that the arbitrator shall prepare a written decision containing findings of fact, determinations of issues and a disposition either affirming, modifying or overruling the disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.

15.4.7 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and 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. By mutual agreement, the cost of the services of such court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.

15.4.8 Nothing herein constitutes a waiver of City or employee rights otherwise granted by law.

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

17.1 The parties agree that they, and each of them, shall not discriminate against any employee on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual orientation, medical condition or disability. The parties further agree that this Section shall not be subject to the Grievance Procedure provided in this Agreement. However, any individual, including a representative of the Union, may bring forth a complaint of discrimination and/or harassment on behalf of a worker.

17.2 The parties agree that they, and each of them, shall not discriminate against any employee because of membership or lack of membership in the Union, or because of any authorized activity on behalf of the Union. The parties further agree that this Section may be subject to the Grievance Procedure provided in this Agreement.

ARTICLE 18: MANAGEMENT RIGHTS

18.1 Except to the extent that the rights are specifically limited by the provisions of this Agreement, the City retains all rights, powers, and authority granted to it or which it has pursuant to any law, including, but not limited to: The right to direct the work force; increase, decrease or re-assign the work force; hire, promote, demote; discharge or discipline for cause; transfer or reclassify employees; assign employees days of work, shifts, overtime and special work requirements, and to determine the necessity, merits, mission and organization of any service or activity of the City or of any City Department, Agency or Unit.

18.2 The City has the sole and absolute right to determine the nature and type of, assign, reassign, revoke assignments of or withdraw assignments of, City equipment, including motor vehicles, to or from employees during, after or before hours of duty.

18.1.3 The City has the sole and absolute right 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;

18.4 The City has the sole and absolute right to determine methods of financing;

18.5 The City has the sole and absolute right to determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;

18.6 The City has the sole and absolute right 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;

18.7 The City has the sole and absolute right to make all decision relating to merit, necessity or organization of City Service;

18.8 The City has the sole and absolute right to discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline workers in accordance with applicable laws;

18.9 The City has the sole and absolute right to establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;

18.10 The City has the sole and absolute right to take necessary actions to carry out its mission in emergencies; and

18.11 The City has the sole and absolute right to exercise complete control and discretion over its organization and the technology of performing its work.

18.12 The City has the sole and absolute right 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, including suspend, demote, or discharge permanent workers for unsatisfactory work or conduct.

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, Disciplinary Appeals.

21.3 A Notice of Intended Discipline (NOID) must be in writing and served on the worker in person or by registered mail prior to the disciplinary action becoming effective. The Chief Steward of the Chapter and the Union shall also be given a copy unless the worker submits a written request to Human Resources that the Notice of Intended Discipline not be forwarded to the Union. The Notice of Intended Discipline must be filed on a timely basis with the Human Resources Department. The Notice of Intended Discipline shall include:

21.3.1 Statement of the nature of the disciplinary action;

21.3.2 Statement of the reasons for the proposed action;

21.3.3 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based; and

21.3.4 Copies of any documents or other items of evidence upon which the intended disciplinary action was fully or in part based.

21.3.5 In cases of demotion, discharge, or suspension of workers in permanent status at the time of the discipline, the Notice of Intended Discipline 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 intended disciplinary action. A conference, 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 intended 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.

22.2.3 The request for transfer will be sent to the Human Resources with a copy to the Department Director. A conference shall be held at the request of the worker or Human Resources 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.

22.3 Administrative Transfers

22.3.1 An administrative transfer may be initiated by the Human Resources Director 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 Human Resources Director 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, , 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 filled 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 June 30, 2020, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than January 30 of any year, and no later than March 30 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: 7/8/2022

City of Menlo Park	Local 521, SEIU, CTW, CLC
DocuSigned by: Justin Murphy 8379C4D5DD3E486...	DocuSigned by: Jose Angel Picon 31CB0A7AA2C84FB...
Justin I. C. Murphy	Jose Angel Picon
City Manager	SEIU 521 Internal Organizer

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY LOCAL 521, SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC

ACCOUNTANT I
ACCOUNTANT II
ACCOUNTING ASSISTANT I
ACCOUNTING ASSISTANT II
ADMINISTRATIVE ASSISTANT
ASSISTANT ENGINEER
ASSISTANT PLANNER
ASSOCIATE CIVIL ENGINEER
ASSOCIATE ENGINEER
ASSOCIATE PLANNER
ASSOCIATE TRANSPORTATION ENGINEER
BUILDING CUSTODIAN
BUILDING INSPECTOR
CHILD CARE TEACHER I
CHILD CARE TEACHER II
CHILD CARE TEACHER'S AIDECODE ENFORCEMENT OFFICER
COMMUNICATIONS DISPATCHER
COMMUNICATIONS TRAINING DISPATCHER
COMMUNITY DEVELOPMENT TECHNICIAN
COMMUNITY SERVICE OFFICER
CONSTRUCTION INSPECTOR
CONTRACTS SPECIALIST
DEPUTY CITY CLERK
ENGINEERING TECHNICIAN I
ENGINEERING TECHNICIAN II
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST
EQUIPMENT MECHANIC
EXECUTIVE ASSISTANT
FACILITIES MAINTENANCE TECHNICIAN I
FACILITIES MAINTENANCE TECHNICIAN II
GYMNASTICS INSTRUCTOR
INFORMATION TECHNOLOGY SPECIALIST I
INFORMATION TECHNOLOGY SPECIALIST II
JUNIOR ENGINEER
LIBRARIAN I
LIBRARIAN II
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY ASSISTANT III
LIBRARY CLERK
LIBRARY PAGE

MAINTENANCE WORKER I
MAINTENANCE WORKER II
MANAGEMENT ANALYST I
OFFICE ASSISTANT
PARKING ENFORCEMENT OFFICER
PERMIT TECHNICIAN
PLAN CHECK ENGINEER
PLANNING TECHNICIAN
POLICE RECORDS SPECIALIST
PROGRAM AIDE/DRIVER
PROGRAM ASSISTANT
PROPERTY AND COURT SPECIALIST
RECREATION AIDE
RECREATION LEADER
RED LIGHT PHOTO ENFORCEMENT SPECIALIST
SENIOR COMMUNICATIONS DISPATCHER
SENIOR ENGINEERING TECHNICIAN
SENIOR EQUIPMENT MECHANIC
SENIOR FACILITIES MAINTENANCE TECHNICIAN
SENIOR MAINTENANCE WORKER
SENIOR OFFICE ASSISTANT
SENIOR PLANNER
SENIOR POLICE RECORDS SPECIALIST
SENIOR PROGRAM ASSISTANT
SENIOR RECREATION LEADER
SENIOR SUSTAINABILITY SPECIALIST
SENIOR WATER SYSTEM OPERATOR
SUSTAINABILITY SPECIALIST
TRANSPORTATION DEMAND MANAGEMENT COORDINATOR
WATER QUALITY SPECIALIST
WATER SYSTEM OPERATOR I
WATER SYSTEM OPERATOR II

APPENDIX "B - 1"

APPENDIX "C"

Menlo Park Labor Management Committee

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.

CALPERS LABOR MANAGEMENT COMMITTEE

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in issues regarding CalPERS retirement benefits, including but not limited to, potential future costs increases and the impacts of said cost increases to the financial stability of the City.

The City and the Union shall each select their own representatives and in equal number, with no more than three (3) on each side. Each side is encouraged to propose issued for discussion, and the committee will jointly set priorities. Decision making within this forum will be by consensus. The LMC will set up regular meetings to occur not less than once per quarter and a means for calling additional meetings to handle issues on an ad hoc basis.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

STATE DISABILITY INSURANCE LABOR MANAGEMENT COMMITTEE (SDI-LMC)

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee to explore the possibility of the City enrolling employees into the California State Disability Insurance program (SDI –LMC). The SDI-LMC shall evaluate the benefits of enrolling employees in CSDI and consider the benefits of different payment structures (e.g., City contributions versus employee contributions) and will make recommendations on these issues.

The City and Union shall each select their own representatives in equal number, with no more than three (3) on each side. The SID-LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

The City and Union will consider the recommendations of the SDI-LMC and will meet and confer over those recommendations, but neither will be under any obligation with regard to the SDI-LMC's recommendations.

SPECIAL LABOR MANAGEMENT SUB-COMMITTEES

Effective for the term of this agreement, the City and Union agree to the use of a special Labor Management Sub-Committee to serve as an advisory committee and to facilitate employee education and involvement regarding the performance appraisal program and the City of Menlo Park Dental and Vision Plan.

The City and the Union shall each select their own representatives and in equal number, with no more than two (2) on each side. The sub-committee will jointly set priorities. Decision making within this forum will be by consensus. The sub-committee will set up regular meetings to occur not less than once per quarter.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

APPENDIX "D"

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

APPENDIX "D"

California Family Rights Act

The *Fair Employment and Housing Act*, enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. These leave provisions, known as the *California Family Rights Act* (CFRA), cover employers who do business in California and employ 50 or more part-time or full-time people.

All such employers must provide information about the CFRA provisions to their employees and post this information in a conspicuous place where employees tend to gather. Employers who provide employee handbooks must include information about CFRA leave in the handbook.

CFRA Leave Requirements

- To be eligible for CFRA leave, an employee must have more than 12 months of service with the employer and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins.
- An eligible employee may take an **unpaid** leave to bond with an adopted or foster child or to bond with a newborn.
- An eligible CFRA employee may take **unpaid** leave to care for a parent, spouse or child with a serious health condition. CFRA leave may also be taken for the employee's own serious health condition
- Full-time employees may take leave of up to 12 work weeks in a 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time.
- An employer may require a 30-day advance notice of the need for a CFRA-qualifying leave. When this is not possible due to the unexpected nature of the leave, notice should be given as soon as practicable. Notice can be written or verbal and should include the timing and the anticipated duration of the leave. An employer must respond to a leave request within 10 calendar days
- The employer may require written communication from the health-care provider of the child, parent, spouse, or employee with a serious health condition stating the reasons for the leave and the probable duration of the condition.
- Employees are entitled to take CFRA leave in addition to any leave entitlement they might have under PDL. Leave taken for the birth or adoption of a child must be completed within **one year** of the event.
- In addition to the family care and medical leave requirements of the CFRA, employers of five or more persons have additional obligations pertaining to PDL. Please refer to the DFEH publication "Facts on Pregnancy Disability Leave" for more information.

Salary and Benefits During CFRA Leave

- Employers are **not** required to pay employees during a CFRA leave. An employer may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the CFRA leave is for the employee's own serious health condition, the use of sick time **can be** required.
- If the employer provides health benefits under a group plan, the employer must continue to make these benefits available during the leave. The employee is also entitled to accrual of seniority and participation in other benefit plans.

Return Rights After CFRA Leave

- After CFRA leave, employees are guaranteed a return to the same or comparable position and can request the guarantee in writing.
- If the same position is no longer available, such as in a layoff or closure, the employer must offer a position that is comparable in terms of pay, location, job content, and promotional opportunities, unless the employer can prove that no comparable position exists. An employee is not entitled to reinstatement if the employee would have been otherwise laid off or terminated.

Family Temporary Disability Insurance (FTDI) or "Paid Family Leave"

Employees on CFRA leave of absence may also be eligible for six weeks of **paid** leave under FTDI, a program administered by the California Employment Development Department (EDD). For further information, contact the EDD at (800) 480-3287 or visit the web site at *www.edd.ca.gov.*

Filing a Complaint

If you believe your CFRA rights have been violated, you can explore filing a complaint with DFEH by following these steps:

- Contact DFEH by calling the toll-free number at (800) 884-1684 to schedule an appointment.
- Be prepared to present specific facts about the alleged discrimination or denial of leave.
- Keep records and provide copies of documents that support the charges in the complaint, such as paycheck stubs, calendars, correspondence, and other potential proof of discrimination.

Complaints must be filed within **one year** of the last act of discrimination.

DFEH will conduct an impartial investigation. We are not an advocate for either the person complaining or the person complained against. We represent the State of California. DFEH will, if possible, try to assist both parties to resolve the complaint.

If a voluntary settlement cannot be reached, and there is sufficient evidence to establish a violation of the law, DFEH may issue an accusation and litigate the case before the Fair Employment and Housing Commission or in civil court. If the Commission or a court decides in favor of the complaining party, remedies may include reinstatement, back pay, reasonable attorney's fees, damages for emotional distress, and administrative fines.

For more information, contact DFEH toll free at
(800) 884-1684

TTY number at **(800) 700-2320**
or visit our web site at ***www.dfeh.ca.gov***

In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact DFEH at the numbers above.

State of California
Department of Fair Employment & Housing

DFEH-188 (04/04)

APPENDIX "E"

ANNUAL VACATION LEAVE CASHOUT

PURPOSE

To establish a streamlined policy and procedure for eligible employees to receive the cash value of Vacation upon "selling" that Vacation time back to the City, otherwise known as the "Cashout" of Vacation accruals.

SCOPE

The Vacation "Cashout" program is available to all eligible employees represented by the Service Employees International Union (SEIU).

POLICY

Eligibility for participating in "Cashout" shall be determined by the following:

1. Employees must be Fulltime or Part-time with benefits.

2. Employees must have taken at least twenty-four (24) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for "Cashout" to be eligible to "Cashout" up to eighty (80) hours of Vacation. Employees must have taken at least forty (40) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for "Cashout" to be eligible to "Cashout" up to one hundred twenty (120) hours of Vacation.

3. Employee must pre-elect the number of Vacation Leave hours they will "Cashout" during the following calendar year up to maximum of 120 hours, prior to the start of that calendar year. The election will apply only to Vacation Leave hours accrued in the next tax year and eligible for "Cashout".

4. The election to "Cashout" Vacation Leave hours in each designated year will be irrevocable. This means that employees who elect to "Cashout" Vacation Leave hours must cash out the number of accrued hours pre-designated on the election form provided by the City.

5. Employees who do not pre-designate or decline a "Cashout" amount by the annual deadline established by the City will be deemed to have waived the right to "Cashout" any leave in the following tax year and will not be eligible to "Cashout" Vacation Leave hours in the next tax year.

6. Employees who pre-designate "Cashout" amounts may request a "Cashout" at any time in the designated tax year by submitting a "Cashout" Request Form to Payroll. Payroll will complete the "Cashout" upon request, provided the requested "Cashout" amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash out is not available at the time of "Cashout" request, the maximum available will be paid.

7. For employees who have not requested payment of the elected "Cashout" amount by November 1 of each Calendar Year, Payroll will automatically "Cashout" the pre-designated amount in a paycheck issued on or after the payroll date including November 1.

PROCEDURES

Employee:	1. Verify eligibility for participation. 2. Complete the "Cashout" Election Form and submit to Human Resources Division prior to the annual deadline.
Human Resources Division:	1. Communicate list of Employee elections to Finance/Payroll Division.
Finance Department/Payroll Division:	1. Verify eligibility for "Cashout" when requested by confirming election and available annual accruals. 2. Process payment for cash value of "Cashout" requests minus withholdings required by State and IRS, to be distributed with regular payroll check in the next available payroll cycle. 3. Adjust employee records to deduct Vacation Leave time paid off from available accruals.