



## CITY COUNCIL SPECIAL MEETING AGENDA

Tuesday, April 23, 2013

6:30 p.m.

701 Laurel Street, Menlo Park, CA 94025  
City Council Chambers

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### 6:30 P.M. PLANNING COMMISSION INTERVIEWS - 1<sup>st</sup> floor Council Conference Room, Administration Building

1. Interview of applicant for appointment to the Planning Commission

### 7:00 P.M. SPECIAL SESSION

**ROLL CALL** – Carlton, Cline, Keith, Mueller, Ohtaki

### SS. STUDY SESSION

- SS1.** Receive Public Comment on labor contracts (**Staff report #13-049**)  
(POA MOU) (PMA MOU) (SEIU MOU) (AFSCME MOU)

### CL. CLOSED SESSION

- CL1.** Closed Session pursuant to Government Code section 54957.6 to conference with labor negotiators regarding labor negotiations with the Police Officers Association (POA) and Police Management Association (PMA)

Attendees: Alex McIntyre, City Manager, Starla Jerome-Robinson, Assistant City Manager, Bill McClure, City Attorney, Gina Donnelly, Human Resources Director, Robert Jonsen, Police Chief, Dave Bertini, Commander

### C. ADJOURNMENT

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# ADMINISTRATIVE SERVICES DEPARTMENT

Report originally created for the April 2, 2013 meeting  
**Council Meeting Date: April 23, 2013**  
**Staff Report #: 13-049**

**Agenda Item #: SS-1**

**STUDY SESSION:** Present Information Regarding Employee Compensation and Receipt of Public Comment Relating to Upcoming Contract Negotiations with All Units

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## RECOMMENDATION

Accept public input on the upcoming labor negotiations.

## BACKGROUND

Pursuant to the Public Input and Outreach Regarding Labor Negotiations policy approved by the City Council March 1, 2011, staff is to bring forward to the City Council a regular business item in advance of upcoming labor negotiations and provide an opportunity for the public to be informed about the City's labor negotiations before the City commences negotiations and to provide the City Council input before the negotiations begin. This report will provide the public an opportunity to have information related to labor negotiations in advance of the commencement of negotiations and to provide input to the City Council.

This memo provides a summary of background information related to labor negotiations, a summary of bargaining unit information, personnel cost information, and the methodology used to determine a competitive and appropriate compensation package.

The following chart shows the City's five bargaining units, total Full Time Equivalents (FTE's) for the 2012-2013 Adopted Budget represented by each bargaining unit and the expiration of their most recent contract. In addition to the bargaining units listed below, there are approximately 21 unrepresented employees serving the City.

BARGAINING UNIT	FTE's <sup>1</sup>	CONTRACT EXPIRATION
Menlo Park Police Officers' Association (POA)	36	06/30/13
Menlo Park Police Sergeants' Association (PSA)	8	06/30/13
American Federation of State, County and Municipal Employees, Local 829 (AFSCME)	32	10/31/13
Service Employees International Union, Local 521, CTW, CLC (SEIU)	133	10/31/13
Service Employees International Union, Temporary Employees Unit, Local 521, CTW, CLC (SEIU)	N/A	10/22/11

<sup>1</sup> Full Time Equivalents (FTE's) are the combined total number of budgeted full-time positions. For example, one full-time position equals one FTE. Similarly, two half-time positions equal one FTE.

## ANALYSIS

### Personnel Costs

One of the primary functions of the City is to provide services to the community. As a service organization, the great majority of the City's costs pay for the employees who provide those services. Accordingly, 71.6% of the General Fund is allocated to personal services. In previous years, the City has experienced an increase in personnel costs as well as a loss of revenues attributable to the State's elimination of RDA funds. The City has implemented strategic changes to mitigate the increased costs and loss of revenue while, to the extent possible, maintaining service levels including, but not limited to assessment and realignment of fee schedules, elimination of the Housing Department, a voter approved tax measure, position consolidation/reorganization and retirement reform. The City appreciates the collaboration of those bargaining units who have agreed to changes, and recognize the sacrifices made on the part of the City's employees.

It is projected that increases in personnel costs will continue. From Fiscal Year 2002-2003 Adopted Budget to Fiscal Year 2012-2013 Adopted Budget, the average cost per employee increased by 79% from \$79,900 in the Fiscal Year 2002-2003 Adopted Budget to \$142,700 in the Fiscal Year 2012-2013 Adopted Budget. During that same time frame, the City's workforce has been reduced by approximately 12%, from 260 to 230.

The following chart demonstrates the annual value of a 1% increase in compensation for each bargaining unit based upon Fiscal Year 2012-2013 Adopted Budget costs.

<b>Bargaining Unit</b>	<b>Value of 1% Compensation Increase</b>
SEIU	\$93,700
AFSCME	\$33,700
POA	\$39,200
PSA	\$10,400
<b>Total</b>	<b>\$177,000</b>

### Principle Components for Determining Compensation

Determining the City's bargaining principles will assist with aligning the bargaining efforts with the service and financial priorities established by both the Council and the community. The following principles will be considered in preparation for, and throughout labor negotiations over successor agreements:

- The total cost for service delivery
- The City's fiscal condition
- The impact of Council policy decisions on bargaining
- Preservation of the City's market competitiveness as an employer, to the extent possible
- Availability of short and long-term strategies to effectively provide services that aligns with both the priorities of the community and the City Council

## Meyers-Milias-Brown Act (MMBA)

The MMBA governs the labor-management relations in California local government, including cities, counties, and most special districts. The MMBA provides the right to organize, sets guidelines for such things as the scope of representation and the requirement to meet and confer in good faith.

The MMBA states that the governing body of a public agency shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of recognized employee organizations (i.e. unions/bargaining units). Although it is commonly referred to as an obligation to "negotiate", the MMBA refers to the obligation to "meet and confer" in good faith. The MMBA defines meeting and conferring in good faith as having the mutual obligation to personally meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation.

The MMBA defines the scope of representation as all matters related to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## Negotiation/"Meet and Confer" Process

As mentioned above, under the Meyers-Milias-Brown Act (MMBA), the City has an obligation to "meet and confer" in good faith with the City's bargaining units regarding wages, hours and other terms and conditions of employment. The City Manager has delegated the authority to meet and confer to the Human Resources Department. The negotiations for a new agreement typically commence prior to the expiration of an existing Memorandum of Understanding (MOU).

The City and the Union each establish a negotiating team. Several of the existing MOU's provide paid release time for designated bargaining unit team members for time spent during the negotiation meetings that coincide with the employees' normal work hours. During the negotiations, the City team meets with the union team to discuss various issues and interests for the new contract. The City's negotiating team is provided negotiation authorization by the City Council through the City Manager. Proposals are exchanged related to the issues presented during the negotiations. Tentative agreements are often reached on individual issues as part of the negotiation process and ultimately, a tentative agreement is reached on the entire contract. All tentative agreements are contingent upon ratification of the union membership and approval of the City Council in open session. If negotiations do not result in a tentative agreement on a new contract, impasse procedures may be invoked by either party and would then proceed to mediation as the impasse procedure. If mediation assists the parties in reaching an agreement, it is still contingent upon ratification of the union membership and approval of the City Council in open session.

## Impasse Procedures - Fact-Finding -for Local Public Employee Organizations

As a result of the passage of Assembly Bill 646 (AB646), effective January 1, 2012, local Government agencies, like the City of Menlo Park, are required to include fact finding in their impasse procedures for any bargaining unit requesting to do so that is not subject to binding interest arbitration; it is worth noting that fact finding can be requested solely by the bargaining unit and not the agency. Additionally, Assembly Bill 1606 (AB1606) was passed in 2012 and provided additional requirements regarding fact finding. Previously, if the parties reached an impasse and have exhausted any applicable impasse procedures, a public agency had the option to unilaterally implement its last, best, and final offer; however, fact finding has added additional layers of time and complexity. The notable changes brought by fact finding includes the agency holding a public hearing on the impasse; a written, non-binding, findings of fact and recommended terms of settlement issued by the fact finding panel; and the prohibition on a public agency from unilateral implementation of its last, best, and final offer until certain time criteria are met. Fact finding, if invoked by a bargaining unit, will increase the costs as well as increase the use of resources and time associated with the bargaining process.

It is the goal of both parties to reach a negotiated agreement. However, the MMBA states that a public agency may, after impasse procedures have been exhausted, including fact finding if invoked, implement its last, best, and final offer. In addition, after impasse procedures have been concluded and an agreement has not been reached on a new contract, the bargaining unit has the right to strike and/or engage in other protected concerted activity, except for police officers who do not have the right to strike.

### Public Employees' Pension Reform Act (PEPRA)

The passage of Assembly Bill 340 (AB340) along with the clean-up language of Assembly Bill 197 (AB197) enacted what is now known as the Public Employees' Pension Reform Act (PEPRA). Effective January 1, 2013, local Government agencies sponsoring a public retirement system in California, like the City of Menlo Park, are subject to limits on the pension benefits offered to new employees and increased flexibility for employee and employer cost sharing for current employees. Because the most significant savings will be realized only as new members are hired in the future, short-term savings will be minimal. However, to realize short-term savings, the City has established greater employee cost sharing with each bargaining unit beginning Fiscal Year 2011-2012.

### 2013 Labor Negotiations

In early April 2013, the City anticipates beginning negotiations over successor agreements with those bargaining units whose current agreements expire on June 30, 2013, including the Menlo Park Police Officers' Association (POA) and the Menlo Park Police Sergeants' Association (PSA).

In late August/early September 2013, the City anticipates beginning negotiations over successor agreements with those bargaining units whose current agreements expire on October 31, 2013, including the American Federation of State, County and Municipal Employees, Local 829 (AFSCME) and the Service Employees International Union, Local 521, CTW, CLC (SEIU). In addition, the Service Employees International Union,

Temporary Employees Unit, Local 521, CTW, CLC (SEIU) currently has an expired agreement.

### **IMPACT ON CITY RESOURCES**

There are no impacts on City resources as a result of receiving input on this issue.

### **POLICY ISSUES**

This report is prepared to support the Council's policy for public input prior to commencing negotiations.

### **ENVIRONMENTAL REVIEW**

The proposed action does not require environmental review.

### **PUBLIC NOTICE**

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting. This staff report was released to the public on March 21, 2013.

### **ATTACHMENTS**

- A. POA MOU
- B. PMA MOU
- C. SEIU MOU
- D. AFSCME MOU

Report prepared by:  
Gina Donnelly  
Human Resources Director

Alex D. McIntyre  
City Manager

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**MENLO PARK POLICE OFFICERS' ASSOCIATION**  
**AND**  
**THE CITY OF MENLO PARK**



**July 1, 2011 through June 30, 2013**

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Menlo Park as the joint recommendation of the undersigned parties for the period commencing July 1, 2011 and ending June 30, 2013.

ARTICLE 1: RECOGNITION

1.1 Union Recognition

The Menlo Park Police Officers' Association ("P.O.A.") is the exclusive recognized employee organization representing employees in the classification of Police Officer in their employer-employee relations with the City of Menlo Park, and the P.O.A. has been certified by the City of Menlo Park as the duly recognized employee organization for said employees.

1.2 City Recognition

The City Manager or designee shall be the representative of the City of Menlo Park ("City") in employer-employee relations.

ARTICLE 2: P.O.A. RIGHTS

2.1 Dues Deduction

The City shall deduct P.O.A. membership dues or insurance fees and any other mutually agreed upon payroll deduction from the biweekly pay of member officers. The dues deduction must be authorized in writing by the officer on an authorization card acceptable to the City and the P.O.A. The City shall remit the deducted dues and other fees to the P.O.A. as soon as possible after deduction.

The P.O.A. shall indemnify and hold harmless the City from any damage, liability, cost, or attorneys' fees in the event of any action in which the City is named as a party, which action involves the implementation or maintenance of dues deduction, the use of dues after deduction, negligence of the P.O.A. regarding said dues or any similar claim.

2.2 Use of City Facilities

According to the current practice, the P.O.A. may continue to the use of City facilities for meetings of police officers.

2.3 No Strike

During the term of this Memorandum, represented officers shall not engage in any concerted refusal to perform assigned services for the City. "Concerted refusal" as used herein refers to a strike, a sick out, a slow down, a speed up, the honoring of a picket line around City facilities and/or any action by bargaining unit employees that interferes with the full performance of City services by City employees. Nothing herein shall preclude represented officers from engaging in off-duty informational picketing that does not interfere with City operations. City agrees not to lock out represented officers during the term of this Memorandum.

ARTICLE 3: MANAGEMENT RIGHTS

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

- 3.1.1 To set standards and levels of service;
- 3.1.2 To determine the procedures and standards of selection for employment;
- 3.1.3 To assign work to and direct its employees;
- 3.1.4 To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;
- 3.1.5 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 workload and safety and any other matter within the scope of representation;
- 3.1.6 To determine methods of financing;
- 3.1.7 To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;

- 3.1.8 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;
  - 3.1.9 To make all decisions relating to merit, necessity or organization of City service;
  - 3.1.10 To discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws;
  - 3.1.11 To establish employees performance standards including, but not limited to, quality and standards, and to require compliance therewith;
  - 3.1.12 To take necessary actions to carry out its mission in emergencies; and
  - 3.1.13 To exercise complete control and discretion over its organization and the technology of performing its work.
- 3.2 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.
- 3.3 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.
- 3.4 Nothing herein shall be deemed as a waiver by the Police Officer's Association or its Members of rights granted under Meyers-Milias-Brown Act (Government Code Sections 3500-3511, as amended) or the Police Officer's Bill of Rights.

ARTICLE 4: NON DISCRIMINATION

- 4.1 The City agrees that there shall be no discrimination against any officer in regard to any of the terms and conditions of employment on account of that officer's P.O.A. membership or non-membership or legitimate P.O.A. activities under this Agreement.

ARTICLE 5: HOLIDAYS

5.1 Except as otherwise provided, officers 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
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

One full day either December 24 or December 31

5.1.1 Designation of which one full day on either December 24 or December 31 is taken off shall be made by the officer's department head, considering the needs of the service and the officer's desires.

5.1.2 In the event that any of the aforementioned days, except December 24 or 31, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days fall on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 and 31 fall on a Sunday, then the preceding Friday will be designated for purposes of the full day holiday.

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

ARTICLE 6: LEAVE PROVISIONS

6.1 Sick Leave

6.1.1 Each employee shall accrue sick leave each month at a rate of eight (8) hours per month.

6.1.2 Sick leave shall cease to accrue when an employee's accrual reaches the limit of one thousand five hundred hours (1,500) hours.

- 6.1.3 Employees hired by the City prior to July 1, 2011 may, upon retirement from City employment convert up to one thousand two hundred (1,200) hours of his or her total sick leave accrual to Retirement Health Insurance Credits.
- 6.1.4 City shall have the right and obligation to monitor the operation of sick leave and take appropriate action to insure that benefits are paid only for actual illness and injury. However, an employee may utilize up to six months' accrual of sick leave per year to care for an immediate family member who is ill or injured.
- 6.1.5 As provided in the City's presently existing Personnel Rules, the City shall have the right to require medical proof of illness or injury and to take appropriate disciplinary action in those cases where abuse has occurred.

6.1.6 Compensation for Accumulated Sick Leave

6.1.6.1 Resignation

A resigning officer hired by the City prior to July 1, 2011, 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 limit of one thousand two hundred (1,200) hours. Such compensation shall be based on the officer's rate of pay on his/her last day paid service to the City.

6.1.6.2 Retirement

An officer hired by the City prior to July 1, 2011, who retires under PERS may select one (1) of the following options as compensation for accumulated sick leave, up to a maximum limit of one thousand two hundred (1,200) hours:

6.1.6.2.1 Twenty percent (20%) of his/her accumulated sick leave balance, based on the officer's rate of pay on his/her last day of paid service to the City; or

6.1.6.2.2 One month of paid health insurance for each unit of retirement health credit. At the time of retirement, 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; or

6.1.6.2.3 Cash compensation for twenty percent (20%) of accumulated sick leave based on the officer's rate of pay on his/her last day of paid service to the City, with the balance of accumulated sick leave converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave and any remainder being rounded to the next higher credit. A unit of retirement health credit is equal to one month of paid health insurance.

6.1.6.2.4 Sick Leave Credit. At retirement, any unused sick leave you have may be converted to additional retirement service credit. (The additional service will not change your age at retirement.) You will receive credit for all unused sick leave certified by the Personnel Officer. It takes 125 days or 1000 hours of sick leave to receive half (0.5) a year of service credit with PERS. If the credit is indicated and verified on your retirement application, it is added to the first retirement check. If not, an adjustment is calculated after your retirement date and paid retroactively to you by PERS. To receive sick leave credit, your retirement date must be within 120 days of the date of separation from employment.

Officers hired by the City on or after July 1, 2011 are only eligible to convert their sick leave balance to additional service credit at retirement in accordance with 6.1.6.2.4 above.

6.1.7 Any officer who qualifies for retirement health credit conversion and chooses the option of converting their accumulated sick leave balance to retirement health credits under 6.1.6.2.2 or 6.1.6.2.3 that has at least twenty (20) years of service with the City may elect to have their accrued sick leave balance converted to retirement health credits at the rate of one (1) unit for every six (6) hours of accumulated sick leave with any remainder being rounded to the next higher credit. The retirement health credit calculated pursuant to this Section 6.1.7 shall not exceed the highest HMO health plan premium as may be in effect at the time such credit is applied. The election pursuant to this Section 6.1.7 shall be made at the time of retirement.

- 6.1.8 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.
- 6.1.9 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.
- 6.1.10 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist officers 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, thus partially ameliorating the financial impact of the illness, injury or condition.

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

The Personnel Division will discuss with the POA or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Personnel Division and Personnel will process the contribution list in the order established. Any officer 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, an officer 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.

## 6.2 Long Term Disability

- 6.2.1 Should any non-work related illness or injury extend beyond thirty (30) working days, the City will insure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long term disability policy. The amounts paid shall be less any payments received from either workers' compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, dental and life



insurance benefits, and to the accrual of vacation time. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker would officially cease being an employee and receive no further entitlements beyond the 66.67 percent requirement as provided in this Section 6.2.

### 6.3 Personal Business Leave

- 6.3.1 An officer shall be entitled to a maximum of three (3) days per year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave.
- 6.3.2 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.
- 6.3.3 An officer must secure advance permission from the Police Chief for all Personal Business Leave as defined above, and shall normally notify the Police Chief two (2) days before taking this leave, unless an emergency exists which prohibits the officer from providing such advance notice.

### 6.4 Leave Without Pay

- 6.4.1 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.
- 6.4.2 Requests for leaves of absence without pay must be written and submitted to the department head and Personnel Officer. The Personnel Officer may grant a permanent officer leave of absence without pay for a period not to exceed one (1) year, during which time no benefits and no seniority credit will accrue. Approval shall be in writing and a copy filed with the Personnel Department. Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the officer shall be reinstated in the position held at the time the leave was granted. Failure on the part of an officer on leave to report promptly at its expiration, or within three (3) working days after notice to report to duty, may be cause for disciplinary action.
- 6.4.3 If an officer is on an extended leave without pay, the City agrees it will not condition the return on the passing of a polygraph examination and will limit any other examination for fitness to the last thirty (30) days of said leave.
- 6.4.4 During unpaid leaves of absence, the officer may elect to use accrued vacation time.

6.5 Jury Duty and Subpoenas - Not Related to Official Duties

6.5.1 An officer required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the officer 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.

6.5.2 When an officer 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 an officer 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.

6.6 Military Leave

Military leave of absence shall be granted and compensated in accordance with Military and Veterans Code Sections 389 and 395 et seq. Officers 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.

6.7 Bereavement Leave

An officer 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, father, child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandmother, grandfather, spouse, domestic partner, or dependent of the officer. Officers may use personal leave for bereavement purposes for relations not included above provided such leave is approved in advance by the Chief of Police.

6.8 Maternity Leave of Absence Without Pay

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

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

6.8.2.1 The officer shall notify her department head in writing accompanied by her physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but no later than ninety (90) days prior to tentative date on which the

leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.

6.8.2.2 Within thirty (30) days of the beginning of the maternity leave, the officer shall submit to the Personnel Officer the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the officer's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date providing she performs the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request.

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

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

6.8.3 The officer on leave shall be returned to an equivalent position within her classification.

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

## 6.9 Leave for Pregnancy Disability

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

- 6.9.2 Should the disability set forth in Section 6.9.1 above, continue for more than thirty (30) working days, the City will compensate the disabled officer at 66.67 percent of salary, after the 30th working day, up to the maximum as provided in the long term disability policy.
- 6.9.3 Officers are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave had been exhausted. The date on which the officer shall resume duties shall be determined by the officer on leave and the officer's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the City.
- 6.9.4 The officer on leave for pregnancy disability shall be entitled to return to a sworn position equivalent to the position held at the time the leave was granted.

6.10 Parental Leave

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

6.11 Miscellaneous Leave Provisions

- 6.11.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, or job related disability shall not be included in determining seniority.
- 6.11.2 At the conclusion of a leave of absence an officer shall be returned to an equivalent position within his/her classification.
- 6.11.3 For any unpaid leave of absence the officer may elect to continue insurance coverage for up to the duration of his/her leave of absence at his/her own expense.
- 6.11.4 For any paid leave of absence, all benefits continue to accrue.
- 6.11.5 The Personnel Officer and his/her designee will designate the specific beginning and ending dates to meet the needs of the work and the City, which shall not exceed one unpaid year.

- 6.11.6 At the specified date for return to duty from unpaid leave, if the officer has been disabled, the officer's notice of intention to return to duty shall be accompanied by a physician's statement certifying that the officer is medically qualified to assume full duties and responsibilities. If an officer is not medically qualified to assume full duties, on the date specified in 6.11.5, he/she shall be granted a leave accumulated in accordance with section 6.1.1 and Labor Code Section 4850 but shall not be entitled to any other benefits.
  - 6.11.7 At the conclusion of a leave of absence for any disability the officer may be required to submit a physician's statement certifying that he/she is medically qualified to resume work.
  - 6.11.8 Leaves shall not be unreasonably denied.
  - 6.11.9 All provisions of this Article shall be administered in conformance with the Family and Medical Leave Act and the California Family Rights Act.
- 6.12 Educational Leave/Tuition Reimbursement/Child Care/Recreation
- 6.12.1 The City shall contribute Five Hundred Dollars (\$500.00) per authorized full time unit position annually on July 1st of each fiscal year to an educational leave/tuition reimbursement/child care/recreation fund for unit members. Each officer shall be eligible to use up to Two Thousand Dollars (\$2,000) per year for items covered under this section while a balance remains in the fund. Any fund balance remaining at the end of the fiscal year shall be applied on a proportionate basis to claims in excess of the Two Thousand Dollars (\$2,000) per officer limit, up to a maximum of Five Thousand Dollars (\$5,000) per officer. Claims for funds in excess of the Two Thousand Dollar (\$2,000) limit shall be submitted no later than July 15 following the close of the fiscal year so that the proportionate amounts can be calculated and disbursed. All claims must be approved in advance by the Division Commander, and must qualify under applicable IRS code sections.
  - 6.12.2 Officers may request an advance of funds subject to the approval of the Division Commander, who will consult with the Personnel Officer. Advances may be granted for tuition, books and other curriculum fees in exchange for a repayment agreement in the event advances are not supported or courses are not satisfactorily completed as indicated by a grade of "C" or better. The officer may not elect to take a "pass-fail" grade if the letter system of grading is offered. In appropriate circumstances with advanced approval of the Division Commander, an officer may elect to take a "pass-fail" grade or obtain a Certification of Completion.
  - 6.12.3 All officers 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 officer's allowance or taken from the annual tuition reimbursement/child care/recreation fund.

- 6.12.4 Tuition Reimbursement: To qualify for educational reimbursement, the education must maintain or improve the employee's skills in performing his or her job, or be necessary to meet the express requirements of the City or the requirements of applicable law. The education to which the reimbursement relates must not be part of a program qualifying employees for another trade or businesses; or be necessary to meet the minimum educational requirements for employment. Permissible educational expenses are refresher courses, courses dealing with current developments, academic or vocational courses as well as the travel expenses allocated with the courses.
- 6.12.5 Course work intended to meet the entry level requirements for any positions in the City is not reimbursable. Graduate course work in the pursuit of related graduate professional programs and which enhance the skills of the employee are reimbursable to the extent allowed under Section 127 of the Internal Revenue Code.
- 6.12.6 Recreation: Reimbursement for participation may be made if the reimbursements qualify as "no-additional-cost" services under section 132(b) of the Internal Revenue Code and that to qualify as "no-additional-cost" services the reimbursements must be only for classes in which the employees participate on a space available basis. Under section 132(f)(2) of the Code, spouses and dependent children may also participate in City-sponsored recreation programs and activities on a space available basis.
- 6.12.7 Child Care: The annual amount submitted for reimbursement cannot exceed the income of the lower paid spouse. The reimbursement request must be for employment-related expenses for the care of one or more dependents who are under age 13 and entitled to a dependent deduction under Internal Revenue Code section 151(e) or a dependent who is physically or mentally incapable of caring for himself or herself.
- 6.12.8 Payments must not have been made to a child under the age of 19 years or to a person claimed as a dependent. If the services are provided by a dependent care center, the center must comply with all state and local laws and must provide care for more than six individuals (other than a resident). Note: The use of the dependent care provision is guided by a written plan document required by the Internal Revenue Service.
- 6.12.9 The maximum accrual in the fund shall not exceed two times the annual fund amount.

### 6.13 Psychological Fitness for Duty Examinations

The City and P.O.A. acknowledge that it is in the best interests of the City and the members of the P.O.A. to have a defined and objective procedure for determining the psychological fitness for duty of any of the members of the P.O.A. Therefore, the parties agree to the following procedure for purposes of determining the psychological fitness for duty for unit members:

- 6.13.1 In the event that the Chief of Police, or his or her designee, determines that good cause exists to evaluate a member's psychological fitness for duty, a referral shall be made to a practicing and licensed psychiatrist or psychologist having experience conducting psychological/psychiatric examinations for peace officers or peace officer candidates. The City and P.O.A. shall work together to establish and maintain a list of qualified psychiatrists and psychologists. The parties shall review the list every six months. Said evaluation shall be made in writing directed only to the professional conducting the examination, and shall identify the officer's duties and responsibilities as well as any specific areas of concern underlying the referral. The decision to send a member for a fitness for duty examination shall be at the discretion of the Chief of Police or his or her designee. However, in identifying areas of concern, the Chief of Police, or his or her designee, shall consider only those matters which are relevant to the ability of the member to perform his or her duties. At the time of the initial referral, the bargaining unit member or the P.O.A. shall make a tentative appointment with a second qualified practitioner for examination pursuant to Section 6.13.4.
- 6.13.2 All communications between the member and psychologist or psychiatrist shall be deemed confidential and shall not be disclosed to the City unless a written waiver has been executed by the member. However, the psychologist or psychiatrist shall advise the Chief of Police, or his or her designee, whether the member is, or is not, fit for duty and the basis for that determination.
- 6.13.3 In the event that the psychologist or psychiatrist selected by the Chief of Police, or his or her designee, renders an opinion ("first opinion") that the member is psychologically unfit to perform his or her duties, the member shall have the right (at his or her own expense) to have an independent professional, with qualifications as identified above, perform a second evaluation and render an opinion ("second opinion") as to the member's psychological fitness for duty. The member shall be permitted up to ten (10) working days of paid administrative leave for purposes of procuring the second opinion. If the second opinion requires more than that time for completion, the employee may use discretionary paid leave or unpaid leave.

- 6.13.4 In the event that the second opinion determines that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. Such a member shall have no right to appeal the finding of the first opinion. In the event that the second opinion of the professional retained by the member concludes that the member is able to psychologically perform the duties of a peace officer, the Chief of Police, or his or her designee, shall consider those finding and recommendations, and may return the member to full duty.
- 6.13.5 In the event that (a) the second opinion finds the employee fit for duty; and (b) the Chief of Police, or his or her designee, declines to return the member to full duty, the parties shall mutually select a third licensed psychologist or psychiatrist to conduct an independent examination (“third opinion”). The third professional shall consider the evaluations of both the first and the second opinions as well as his or her own evaluation of the member and render a final determination of the member’s psychological fitness for duty. Should the finding of the third professional conclude that the member is not psychologically fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. The costs and fees charged by the third professional shall be shared by the parties equally.
- 6.13.6 The parties acknowledge that the member’s psychological condition is a confidential matter and shall not be disclosed unless the member has signed a written authorization waiving his or her confidentiality and privacy rights relative to the psychological fitness for duty issues.
- 6.13.7 The parties acknowledge that the decision to send an officer for a fitness for duty examination is an exercise of rights under Government Code Section 1031 and shall not be subject to the grievance procedure.

6.14 Training Offset

Officers who work a patrol shift as part of a 4/12 work schedule shall be provided with a bank of twenty-four (24) hours for training offset, credited on the first pay period of each fiscal year. The hours shall be used to fill in for the remainder of a shift where voluntary training was provided (e.g., if an employee attends an eight (8) hour day of training, he or she may use four (4) hours of training offset time to complete his or her twelve (12) hour shift. Eight (8) hours training plus four (4) hours training offset = twelve (12) hour shift). These hours may only be used in conjunction with supplementing time off for voluntary training. Employees may carry a maximum of forty-eight (48) hours of training offset in their bank.

Training offset hours may not be cashed out, paid out on separation or used for any purpose other than stated above.



## ARTICLE 7: WORK SCHEDULE

The Chief of Police shall determine the appropriate regular or alternative work schedules for the Department and the various divisions, sections and details based upon feasibility or operational needs. The Chief of Police will meet and confer with P.O.A. prior to making any changes to existing work schedules.

### 7.1 4/10 Work Schedule

A 4/10 work schedule is defined as ten (10) hours per day worked, four (4) days per calendar week. If used during the term of this Memorandum of Understanding, it shall be subject to the following conditions:

- 7.1.1 The “4/10” schedule shall apply to police officers assigned to traffic, detectives, crime prevention or special assignments with the approval of the Chief of Police.
- 7.1.2 In the event the City elects to change the scheduling of days off or starting times for the shifts, the City shall provide at least thirty (30) days’ advance written notice and an opportunity for the P.O.A. to meet and confer on such proposed change.
- 7.1.3 In the event that staffing level falls to a point where a “4/10” schedule is no longer feasible, or operational needs of the department are not consistent with the “4/10” schedule, the City agrees to consult with P.O.A. prior to changing to an alternative work schedule.
- 7.1.4 If the City determines significant adverse impact of the “4/10” schedule because of increased sick leave, or increased overtime, or insufficiency in staffing levels, the City reserves the right to change to an eight (8) hours per day schedule.
- 7.1.5 The parties agree that provisions in the Personnel Rules and other City rules and regulations may be modified, expressly or impliedly, as they apply to those represented employees working the “4/10” schedule.
- 7.1.6 Nothing herein shall prevent the City from making temporary schedule changes to address bona fide emergencies that may arise during the term of this Agreement. An “emergency” is an unanticipated or unforeseen event or occurrence beyond the control of the City or the Police Department which requires prompt and immediate law enforcement response to prevent injury or damage to life, person, or property.
- 7.1.7 The 4/10 schedule shall revert to a five day, eight hour shift for any training that requires attendance at class for a consecutive five day period.

## 7.2 4/12 Work Schedule

A 4/12 work schedule is defined as a series of twelve (12) hours per day worked in four consecutive days followed by four consecutive days off. The maximum assignment may total 168 hours in a twenty-eight (28) day cycle, however a regular schedule may be developed that incorporates shorter shift(s) within the four on/four off pattern to reduce the regular paid time to 160 hours. If utilized, the schedule is subject to the following:

- 7.2.1 The 4/12 schedule shall apply to police officers assigned to general patrol and shall not apply to detectives, traffic, code enforcement or special assignments without the approval of the Chief of Police.
- 7.2.2 In the event the City elects to change the scheduling of days off or starting times for the shifts, the City shall provide at least thirty (30) days notice and an opportunity for the P.O.A. to meet and confer on such proposed changes.
- 7.2.3 The parties agree that provisions in the Personnel Rules and other City rules and regulations may be modified, expressly or implicitly, as they apply to those represented employees working the 4/12 schedule.
- 7.2.4 Nothing herein shall prevent the City from making temporary changes to address bona fide non-staffing emergencies that may arise during the term of this Agreement.

## 7.3 Job Sharing

The City shall consider requests for job sharing. Job sharing is defined as an arrangement between two full-time regular sworn officers who share the responsibilities of one position. Each employee agrees to relinquish his/her full-time status (40 hours a week) and work half-time (20 hours a week). The opportunity for a job sharing arrangement will depend on the operational and staffing needs of the department at the time of the request. Job sharing arrangements shall be developed in accord with the "Job Share Program Policy".

## 7.4 Shift Change

The scheduled shift change dates shall take place on the first day of a twenty eight (28) day payroll cycle occurring closest to June 1, October 1 and February 1.

Further, the shift bid and vacation request process shall be as follows:

- 7.4.1 Shift bid will take place one month into the rotation. Two consecutive shift rotations will be bid at one time. Notice will be provided to the officers two weeks prior to the designated day when the shift bid will occur.

- 7.4.2 On the designated shift bid day, officers will be assigned a fifteen minute time slot, by seniority, in which to call or come in to make their bid. Two phone numbers will be provided in which to call in. If the time allotted expires, that officer will be moved to the next available time slot at the bottom of the seniority list. If an officer is going to be out of the area, and unable to call in during their allotted times, a “proxy” bid will be allowed. The scheduling supervisor must be notified in advance who will be responsible for calling in the “proxy” bid prior to the designated shift bid day.
- 7.4.3 Requests for guarantee vacation during the rotation periods will also be taken by seniority on the day of shift bid. No single vacation day request will be accepted during the following dates: May 5, July 4, and January 1. However, if these dates fall within an officer’s approved week request, it shall be granted.
- 7.4.4 Each employee will have the ability to choose (1) less than one week vacation pick except those listed above, as long as it falls within their total fiscal year accrual of vacation. Employees signing up for less than one week vacation will prevent any other employee, on the same team, from having the ability to sign up for vacation during that same week due to our current time off policy, unless requested days do not conflict. The week for the purposes of this section will be Sunday through Saturday.
- 7.4.5 Prior to each shift bid process, special attention will be given to the department’s specialty assignment list. If an officer is due to rotate out of their assignment during the rotation period for which the bid process is occurring, adherence to MPPD Policy 1029 – Rotational Assignments will be followed. The officer “will be extended to the next shift rotation date with approval of the special operations commander”.
- 7.4.6 The scheduling Sergeant will be present on the designated shift bid day to monitor all time slots, patrol shift slots and vacation requests.
- 7.4.7 This section shall not apply to probationary employees, permanent employees whose assignments do not require shift changes, Acting Watch Commander, Field Training Officer and Canine Officer assignments.
- 7.4.8 Employees assigned to Field Training Officer, Acting Watch Commander, and Canine assignments will bid by seniority for those assignments in slots designated by the Department (e.g., a canine officer may bid only for canine slots). The Chief may reassign employees in these assignments based on operational need at any time.
- 7.4.9 The Chief of Police reserves the right to implement an individual rotating schedule in lieu of a team schedule.

7.5 Schedule Changes for Individual Officers

The Department may change individual officer schedules with five (5) calendar days' notice. Any officer whose schedule is changed with less than five (5) calendar days' notice will be paid overtime for the first four (4) hours of the new schedule. This section shall not apply to (a) emergency situations; (b) probationary employees; (c) voluntary schedule changes; (d) schedule changes for training; or (e) schedule changes for employees in Field Training Officer, Canine, and Acting Watch Commander assignments.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Definitions

8.1.1 A "grievance" is defined as:

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

8.1.1.2 An appeal from a disciplinary action of any kind against an officer covered by this Memorandum of Understanding.

8.1.2 A "disciplinary grievance" is a formal written objection or challenge to any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. However, letters of reprimand are not subject to the arbitration provisions of this procedure. Any reduction in pay for change in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this grievance procedure.

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

8.1.4 A "day" is any day in which the administrative offices of the City of Menlo Park are open for regularly scheduled business.

8.2 General Provisions

8.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

- 8.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 8.2.3 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the P.O.A.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

- 8.2.4 Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 8.2.5 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the P.O.A., as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Memorandum: provided that the City shall not agree to resolution of the grievance until the Association 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 P.O.A.
- 8.2.6 This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to punitive disciplinary actions and shall satisfy all administrative appeal rights afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et seq.

### 8.3 Procedure

#### 8.3.1 Level I - Informal Resolution

- 8.3.1.1 Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonable 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 personal conference be held between the aggrieved employee and the immediate supervisor.

8.3.1.2 Any unit member who believes he/she has a grievance which is an objection or challenge to any punitive disciplinary action shall present the grievance orally to the Supervising Lieutenant 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 Supervising Lieutenant 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 personal conference be held between the aggrieved employee and the Supervising Lieutenant.

### 8.3.2 Level II - Formal Written Grievance

8.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police 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 agreement 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 of the City which will remedy the grievance.

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

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

### 8.3.3 Level III - Appeal to Personnel Officer

8.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the

Personnel Officer. This statement shall include a clear, concise statement of the reasons for the appeal. Evidence offered in support of a disciplinary grievance filed pursuant to Article 8.2.3 of this Agreement shall be submitted in the form of written declarations executed under penalty of perjury.

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

8.3.4 Level IV - Binding Arbitration

8.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the P.O.A. for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the P.O.A. shall inform the City of its intent as to whether or not the grievance will be arbitrated. The parties shall jointly submit to the California State Mediation Service a request for the submission to representatives of the parties of a list containing the names of seven (7) Arbitrators who confirm their availability to hold and complete the arbitration hearing within sixty (60) days. Upon receipt of the lists, the parties shall alternately strike names from the list, and the name which remains shall be the designated Arbitrator.

8.3.4.2 The arbitrator shall conduct and complete the hearing on the grievance, within sixty (60) days of the date of the P.O.A.'s request for arbitration. The parties may mutually agree to extend that timeline. The parties shall file their post-hearing briefs within thirty (30) days of the close of the hearing and the arbitrator shall render a decision on the issue or issues submitted within thirty (30) days of the submission of the briefs. 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.

8.3.4.3 The City and P.O.A. 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 Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose

any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.

8.3.4.4 In the event that this grievance procedure is used to challenge punitive disciplinary actions as provided in Article 8.2.6 above, the City and P.O.A. 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 punitive 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.

8.3.4.5 The award of the arbitrator shall be final and binding.

8.3.4.6 The fees and expenses of the arbitrator shall be shared equally by the City and P.O.A.

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 shared equally by the parties.

8.3.4.7 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

#### ARTICLE 9: OUTSIDE EMPLOYMENT

A unit member shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his/her duties as an employee of the City, or with the duties, functions, or responsibilities of the City.



All outside employment activity shall be governed by Section 1040 of the Police Department Manual.

ARTICLE 10: LAYOFFS, RESIGNATION, AND TRANSFER

10.1 Layoffs

- 10.1.1 The City Council retains authority to abolish positions, organize and reorganize City departments and determine organizational needs. In the event that the City eliminates a particular position or reduces the number of positions within a City department in a particular classification and the layoff of any employee in the department shall result therefrom, layoffs in the department shall be made in accordance with this Article.
- 10.1.2 All probationary employees in a particular classification shall be laid off before any regular employee in the classification.
- 10.1.3 Except as otherwise provided, layoffs shall be made in reverse order of seniority. The employees 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 employees have served the same time in the classification, then, as between those two employees, the layoff shall be based on total time of service with the City including any contiguous service as a contract employee. If total time of service with the City is the same, then, as between those two employees, the layoff shall be based on performance ratings, and the need of the department, as determined by the department head.
- 10.1.4 Length of service shall be determined by computing total continuous service starting from the first day of service as a probationary employee in a classification, or, if necessary, the first day of service as a probationary employee with the city. Up to three months a year spent on active military leave and job related education leave shall be included. For employees working less than full time, hours shall be converted into eight hour days for purpose of determining the length of service. Length of service in a classification shall include length of service in higher classification.
- 10.1.5 Regular employees subject to layoff, including regular employees on probation following reclassification, reinstatement, transfer, promotion, or demotion, shall be entitled to displace a less senior employee from a position in a lower classification in the same department so long as the employees were at one time members of the bargaining unit whose members were displaced. Any employee displaced under this subsection is an employee subject to layoff and is entitled to all the rights provided by the Rule, including the right to displace another employee. For any employee retreating

within the department, seniority shall be computed as length of service in the classification to which the employee is retreating, plus any time served in any previously held higher classification in the department.

- 10.1.6 The names of all laid off employees shall be placed on a re-employment list for a period of three years following layoff for the position from which the former employee was laid off. Former employees on such list shall have employment preference over persons on eligibility lists. The former employee with the most seniority on this list shall be entitled to preference over other former employees on the list, provided that the position is filled within three years of the former employee's layoff and the former employee accepts the position, and reports to the Personnel Officer within ten calendar days after notice is mailed to the former employee's last known address.
- 10.1.7 Former employees appointed from a re-employment eligibility list shall be restored to all rights accrued at the time of layoff, including rate of vacation accrual and seniority, unless compensation therefor has been received prior to re-employment. Severance pay, if any, shall not be repaid.
- 10.1.8 Regular employees who are laid off, including regular employees on probation following reclassification, reinstatement, transfer, promotion, or demotion, shall be entitled to two weeks severance pay. Employees designated for layoff shall be given at least fifteen calendar days written notice.
- 10.1.9 No employee shall have greater or lesser seniority or other rights under this Article by virtue of representation by a particular union or lack of representation by any union.

## 10.2 Resignation

An employee wishing to resign in good standing from the competitive service shall file with the department head at least two weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Personnel Officer with a statement by the department head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure to give proper notice of resignation shall be entered on the service record of the employee and may be cause for denying future employment by the city. Officers who have resigned will be allowed to rescind the resignation within seventy-two (72) hours of the original submittal by delivering written notice of recision to the Personnel Officer or to the watch commander if City hall is closed.

### 10.3 Reinstatement After Resignation

With the approval of the Personnel Officer, an employee who has resigned with a good record may be reinstated within two years to his former position, if vacant, or to a vacant position in the same classification. Reinstatement is discretionary with the Personnel Officer and not a matter of right. The re-employment eligibility list for laid off employees shall have preference over reinstatement under this Article. An employee reinstated under this Article shall be a probationary employee.

### 10.4 Transfer

In the discretion of the Personnel Officer an employee may be transferred from one position to another position in the same classification. In the discretion of the Personnel Officer, an employee who is being laid off may be transferred to a vacant position in the same or lower classification, in order to provide for employment upon layoff. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications.

## ARTICLE 11: VACATIONS

### 11.1 Vacations

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

Less than three (3) years of service - ninety-six (96) hours per year

Three (3) years of service through five (5) years of service - one hundred twelve (112) hours per year

Six (6) years of service through ten (10) years of service - one hundred thirty-six (136) hours per year

Eleven (11) years of service through fifteen (15) years of service - one hundred fifty-two (152) hours per year

Over fifteen (15) years of service - one hundred seventy-six (176) hours per year

### 11.2 Effect of Probationary Period

Vacations may be taken after the first six (6) months of employment and after the field training program have been successfully completed; however, the probationary period counts for purposes of vacation accrual.

### 11.3 Maximum Accrual

Vacation may be accrued up a maximum of four hundred forty (440) hours. After reaching said maximum, the officer must take time off or accrual will be frozen. When accrual approaches the limit, the officer will be notified. If the City cannot grant vacation leave so as to keep accrual below the limit, with the approval of the Personnel Officer, accrual may continue for up to six (6) more months.

### 11.4 Scheduling

The Police Chief shall determine the vacation schedule considering the needs of the service and the officer's desires.

### 11.5 Payment on Separation or Leave

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

### 11.6 Cashout of Vacation Accrual

An officer may cash out up to one hundred twenty (120) hours of vacation per fiscal year when an officer schedules four (4) or more consecutive days of vacation. Any cashout request must be submitted to the Personnel Department two weeks in advance of the desired cashout date.

## ARTICLE 12: PERSONNEL ACTIONS

### 12.1 Probation

Lateral appointments to a position in this bargaining unit, who come from another police agency without a break in service and who have obtained a POST basic certificate, shall be subject to a probationary period of twelve (12) months.

All other appointments to a position in this bargaining unit shall be subject to a probationary period of eighteen (18) months.

### 12.2 Unsatisfactory Probation of Promoted Employee

A regular employee who is rejected for a position to which the employee has been promoted shall be placed as a regular employee in the highest position meeting the following requirements:

- (a) the employee formerly held such position as a regular employee;
- (b) the employee was not discharged or demoted from such position;
- (c) the employee did not resign from such position, or if so, was reinstated to it;
- (d) the position is in existence at the time of termination of the probationary period;
- (e) the employee has greater seniority than the employee holding such position.

Any employee displaced under this Article is an employee subject to layoff and is entitled to all rights provided by Article 9.1, including the right to displace another employee.

### 12.3 Discharge, Demotion, Suspension, and Reprimand

#### 12.3.1 Grounds

- 12.3.1.1 Employees may be discharged, demoted, suspended, or reprimanded for just cause, including but not limited to:
  - 12.3.1.1.1 Employee's failure or inability to perform duties required by management for the particular position or to conform to required policies of the City.
  - 12.3.1.1.2 Employee's breach of discipline, violation of legal obligations to the Employer, or dishonesty.
  - 12.3.1.1.3 Misrepresentation to the Employer, including any false statement or non-disclosure of a material fact, or any actual or attempted deception.
  - 12.3.1.1.4 Conviction of a felony that is job related.
  - 12.3.1.1.5 Failure to report to work for a period of three consecutive working days and to communicate satisfactory reasons for not reporting to work.

#### 12.3.2 Discharge and Demotion

- 12.3.2.1 The department head may recommend an employee be discharged or demoted for any of the reasons specified in Article 12.3.1 of this Rule. The employee shall be given a written statement of the reasons for the proposed demotion or discharge unless the employee files a written waiver thereof. No discharge or demotion shall become effective until:

(a) the employee fails to pursue appeal proceedings as hereafter provided, or

(b) the Personnel Officer has approved the discharge or demotion following a meeting with the employee as hereafter provided.

### 12.3.3 Suspension

12.3.3.1 The Chief of Police may suspend an employee without pay for disciplinary reasons for a period not exceeding three (3) days of actual time. Except in cases of emergency, the employee must be given a written statement of the reasons for any suspension before it is effective.

12.3.3.2 The Personnel Officer may suspend an employee with pay whenever a department head recommends that the employee be discharged. The period of suspension shall continue until the employee is in fact discharged or the Personnel Officer has decided not to discharge the employee. The Personnel Officer may suspend an employee without pay for a period of up to six (6) months in lieu of discharge.

12.3.3.3 The Personnel Officer may suspend an employee with pay during such reasonable period as is necessary to investigate charges which, if true, would justify discharge of the employee.

### 12.3.4 Reprimands

12.3.4.1 A reprimand is a written warning to an employee of the existence of grounds for discipline. Reprimands shall not be subject to the arbitration provisions of Article 8, Grievance Procedure.

## 12.4 Personnel Files

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 officer 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 an officer who has received written warnings or reprimands has completed thirty-six (36) months of work without further disciplinary action, his/her prior disciplinary record of similar instances shall no longer be relied upon in any determination which in any manner affects his/her employment status and such disciplinary record shall be sealed. In cases where an officer is suspended or demoted and such discipline is sustained, a record of such action shall be kept in the

personnel file and any such documentation supporting such action shall be kept in a separate file in the Personnel Office.

12.5 Internal Affairs Investigations

Except when internal affairs investigations are assigned to a person(s) from an outside agency, all investigations shall be conducted by sworn officers of the Menlo Park Police Department, who shall be superior in rank to the officer(s) interviewed (except for sexual harassment investigations which may be conducted by the Personnel Office).

12.6 Citizen Complaint Investigations

In conducting Internal Affairs Investigations, the City shall comply with Penal Code Section 832.5 and Menlo Park Police Department Policy 1020 – Personnel Complaint Procedure. When conducting such investigations, the City agrees to provide bargaining unit members with the rights accorded them in Government Code Sections 3300, et seq.

12.7 Contract and Temporary Officers

12.7.1 The use of contract officers shall be eliminated.

12.7.2 Use of temporary officers shall not be used to circumvent the eligibility lists for appointment.

12.7.3 All budgeted positions shall be filled from the eligibility list.

12.7.4 Any contract officer who has not completed the service required for P.O.S.T. certification at the time this Agreement is executed shall be permitted to complete such service. At that time, the officer's contract shall end.

ARTICLE 13: PAY RATES AND PRACTICES

13.1 Salary Schedule

The salary schedule for officers in the representation unit shall be as set forth in Appendix "A" to this Agreement.

There shall be no adjustment to the salary schedule during the term of this Agreement.

### 13.2 Step Increases

Merit advances from the first salary step to the second salary step shall be granted at six (6) months intervals and between second and subsequent steps at one (1) year intervals if the affected officer has demonstrated continued competent service. Officers who are hired in at Steps B, C or D, or are promoted and placed at Steps B, C or D will be eligible for their next step increase in six (6) months. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

### 13.3 Bilingual Differential

13.3.1 Officers who are assigned to job duties requiring bilingual skills are eligible to receive Seventy-Five (\$75.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

13.3.2 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. Any officer who does not pass such a proficiency test shall be allowed to take the CHP conversational test, and if the officer passes the CHP test, the officer shall thereafter receive the bilingual differential. Notwithstanding the above, any officer called upon by the Chief, or the Chief's designee, frequently over a period of at least several months, to use a language other than Spanish shall be eligible for the bilingual differential upon passing a proficiency test for such language administered by the Personnel Officer, as above.

13.3.3 Bilingual skills shall not be a condition of employment except for officers who are hired specifically with that requirement. If an officer is hired under this provision, that requirement shall be included in the initial appointment letter.

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

### 13.4 Call Back Pay

Officers who are called back after leaving work at the end of either a normal shift or hold over period shall be entitled to a minimum of four (4) hours of pay at the rate of time and one-half (1-1/2).



### 13.5 Off-Duty Training

The City will make every reasonable effort to schedule training on-duty. If training is required for an employee who is off-duty, the City agrees to provide a minimum of two (2) hours at time and one-half (1-1/2).

### 13.6 Off-Duty Court Appearances

Any represented employee required to appear in Court during off-duty hours, shall receive a minimum of three (3) hours pay at time and one-half (1-1/2). Any represented employee required to appear on a day they are not scheduled to work or after working a graveyard shift that ends in the morning of the day of the court appearance shall receive a minimum of four (4) hours pay at time and one-half (1-1/2).

### 13.7 Working Out of Classification

Any officer who with supervisory approval works in Sergeant classification shall be paid for working out of classification at the rate of the lowest step within the range of the higher classification, or at five percent (5%) above the current rate of pay, whichever is higher. Such pay rate shall be paid for the hours duties are actually assigned and performed in the higher classification.

### 13.8 Overtime and Compensatory Time

13.8.1 Officers on a forty (40) hour assignment shall be paid overtime at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in a single workweek. Officers who work a patrol schedule under a 7(k) work period as allowed under the Fair Labor Standards Act shall receive overtime for all hours worked in excess of one hundred sixty (160) hours in a 28 day work period. Hours worked shall include all hours for which the officer is in a paid status including paid leave time.

13.8.2 Overtime may be assigned on a required basis or requested by an officer and approved by the Police Department. At the option of the officer, overtime shall be paid or accumulated and taken as compensatory time.

13.8.3 Compensatory Time. An officer may accumulate a maximum of two hundred (200) hours of compensatory time. Compensatory time may be used when the services of an officer are not needed for the efficient functioning of the department, and must be approved in advance by the Police Chief or designee. Once an officer 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 officer, or the average regular rate received during the last three (3) years of the officer's employment, whichever is higher.

13.9 On-Call Status for Detectives

Detectives placed in an on-call status shall be compensated for each day, or portion thereof, that he or she is on-call at the rate of forty dollars (\$40.00) per twenty-four (24) hour period. Detectives who are on-call and fail to respond when called may be subject to disciplinary action.

13.10 Daylight Savings Time

For any shift that works during the night that clocks are moved forward one hour or back one hour in connection with Daylight Savings Time, officers will coordinate with their supervisors reporting an hour earlier or an hour later than their regular shift starting time so that hours worked shall be those of a regular shift.

13.11 On-Call Status for Court or District Attorney Directed Standby

Any represented employee required to be available by phone as directed by the Court or a representative of the District Attorney's Office shall be entitled to receive pay at straight time for all time required to remain on-call, provided, however, that the employee has received permission in advance from the Chief of Police, Police Commander or Watch Commander to be on said standby. This section shall not apply if the employee is eligible for pay under Section 13.6. Initial approval shall be for a maximum of four hours. If additional time is required by the District Attorney's Office, the officer shall call in to the Chief of Police, Police Commander or Watch Commander to receive permission to remain on on-call status for the additional time.

13.12 POST Incentive

Police officers who have received their POST Intermediate certificate shall receive a five percent (5.00%) POST incentive premium calculated upon their base pay, in accordance with the current practice.

Police officers who have received their POST Advanced certificate shall receive a ten percent (10.00%) POST incentive premium calculated upon their base pay, in accordance with the current practice.

While the City may assist the officer in determining POST certificate eligibility, the officer shall be responsible for submitting the proper paperwork in a timely fashion. POST incentive pay shall be effective on the first pay period in which the submittal by the employee has been accepted by the City. There shall be no retroactivity because the employee failed to file for either the intermediate or advanced certificate.

### 13.13 Canine Pay

- 13.13.1 Canine Handler shall be considered a competitive specialty assignment and each employee assigned to such duties shall be paid at Range 41.0 during each biweekly period of such assignment, in recognition of the additional specialized and continuing training requirements associated with such duties.
- 13.13.2 Each Canine Handler assigned to the duty of caring for, feeding and supervising police dogs, shall receive seven (7) hours of overtime each biweekly pay period at time and one-half of the employees pay rate. Such additional compensation shall not be paid for any two (2) consecutive biweekly periods during which such additional duty is not performed by the employee, whether for the reason that the dog assigned to such employee is boarded at the kennel at City expense or otherwise.
- 13.13.3 The additional compensation provided for in Section 13.13.2 is calculated to equal one-half (1/2) hour per day care of the police dog and granted in recognition of the personal investment, duties and responsibilities of the K-9 assignment including the time spent by the unit employee while off duty in the care and maintenance of the assigned canine. The additional compensation is based on the expected additional work required for the care of the dog, given the work historically required for such care. This extra compensation is not to be considered premium pay. Any additional time beyond the biweekly limit of seven (7) hours stated above shall require approval in advance by the Division Commander. The City shall pay costs associated with the "Initial Basic Training of Handler and K-9" when an officer is assigned for canine duty. The City agrees to meet and confer with the POA over any modifications to this provision made necessary by changes in FLSA requirements prior to implementation.

### 13.14 Employee Vehicle Use Agreement

Officers assigned to detectives, who are assigned to use their personally owned vehicles for City use, shall receive a monthly automobile allowance of five hundred dollars (\$500.00). The automobile allowance shall cover all costs of operating the vehicle for City use, including but not limited to, maintenance, insurance and fuel.

### 13.15 Night Shift Differential

For officers assigned to patrol, the City shall pay a shift differential of two percent (2.00%) for regular assignment to night shift. The shift differential shall not be paid on any regularly assigned schedule worked which includes day or swing shift.

Shift differential shall only be paid to officers assigned to a night shift, and shall not apply to officers filling open shifts or otherwise assigned to nights on a temporary basis.

#### 13.16 Longevity Pay

Effective July 4, 2010, unit members who have achieved levels of continuous service time as a full time sworn police officer with the City of Menlo Park, and who have received annual performance reviews with overall ratings of “meets standards” or above shall be eligible to receive the following:

- 13.16.1 The first pay period after completing seven (7) years of service: two percent (2.00%) calculated upon base pay.
- 13.16.2 The first pay period after completing eleven (11) years of service: four percent (4.00%) calculated upon base pay.
- 13.16.3 The first pay period after completing fifteen (15) years of service: six percent (6.00%) calculated upon base pay.
- 13.16.4 The first pay period after completing twenty (20) years of service: eight percent (8.00%) calculated upon base pay.

The maximum longevity pay that may be received by an officer is eight percent (8.00%).

### ARTICLE 14: RETIREMENT BENEFITS

#### 14.1 Retirement Plan

Retirement benefits for employees hired prior to July 1, 2011 shall be those established by the Public Employees’ Retirement System (PERS) for Local Safety Members 3% at age 50 Formula, highest single year.

Effective as soon as practicable, retirement benefits for new employees hired by the City shall be those established by the Public Employees’ Retirement System (PERS) for Local Safety Members 3% at age 55 Formula, highest three years.

#### 14.2 Optional Provisions

- 14.2.1 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code) shall be provided. Section 21573 (Third Level of 1959 Survivor Benefits) shall be included.

14.3 City's Contribution to Retirement

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

Effective with the pay period beginning July 3, 2011, employee shall contribute three percent (3.00%) toward the employer's contribution to the Public Employees' Retirement System. The amount shall be taken as an after tax deduction from the employee's paycheck each payroll period.

14.4 Officer's Contribution to Retirement System

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.

The City will implement Employer Pick-up, Internal Revenue Code 414 (h) (2) on the employee's contribution to the Public Employees' Retirement System.

14.5 Retiree Return to Work

A retiree may return to work upon the mutual agreement of the City and the retiree. The City agrees not to condition such retiree on passing a polygraph examination.

14.6 Honorary Retirement

Upon separation, a unit member who leaves the service of the Menlo Park Police Department shall be considered retired provided the unit member has fifteen (15) years of service with the department and is in good standing at the time of departure.

A unit member shall be given a retirement badge and identification card.

A concealed weapons permit shall be granted pursuant to Penal Code Sections 12027 and 12027.1.

Retirement under this section shall be honorary and shall not involve any payment or benefit to the unit member or liability on the part of the City.

ARTICLE 15: UNIFORM ALLOWANCE, SAFETY EQUIPMENT, AND TRAINING

15.1 Uniform Allowance

Officers shall be paid an annual uniform allowance of One Thousand Forty Dollars (\$1,040.00) annually on the twenty-fifth pay period of the year to be used for the

purchase and maintenance of uniforms.

The City shall pay the cost of providing one class A uniforms for all officers during the officer's employment with the City.

Normal attire for patrol officers shall be a distinctive police uniform. Officers shall have the option of wearing either boots or shoes as part of the normal duty uniform. Motorcycle officers shall have the option of wearing a leather jacket.

ARTICLE 16: DAMAGED PROPERTY OF POLICE OFFICERS

- 16.1 In accordance with Police Department policy 5.5.7 "Use of Authorized Personal Equipment", any officer may be reimbursed for the costs of replacing or repairing property, such as eyeglasses, dentures, watches, or articles of clothing necessarily worn or carried when such items are damaged in the line of duty, without fault of the officer.
- 16.2 Luxury items such as jewelry, watches over fifty dollars (\$50.00) in value, and other non-required items will not be covered by this section.
- 16.3 Before the allowance or payment is made, the officer shall file a claim with the department. There shall be attached to said claim all receipts showing the monies expended by the claimant for the repair or replacement of said property.
- 16.4 The department shall reserve the right to refer any claim, which is excessive or does not meet the previously stated criteria, to the normal City claim procedure.

ARTICLE 17: BENEFIT PROGRAMS

17.1 Cafeteria Plans

17.1.1 Each active and each retired employee shall receive a City contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA).

17.1.2 Each active employee shall be allocated an amount, inclusive of the City contribution specified in Section 17.1.1 to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each worker according to the health benefits selected, as follows:

\$1,681.50 per month	family coverage
\$1,296.55 per month	two-person coverage
\$648.26 per month	single person coverage
\$154.68 per month	no coverage

- 17.1.3 Each officer may use his/her allocated amount for:
- (a) PEMHCA health insurance premiums
  - (b) long term disability insurance
  - (c) any personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, co-payments, medication and medical equipment
  - (d) reimbursement for individual long term disability (LTD) policy premiums paid by employees
  - (e) supplemental life insurance through the City's carrier
  - (f) contributions to a City offered deferred compensation plan
- 17.1.4 If any employee expends less than the total of his/her allocated amount above the minimum employer contribution contained in 17.1.1, then such employee shall be entitled to the unused amount in cash as taxable income, subject to appropriate tax withholding.
- 17.1.5 Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he or she has health insurance coverage equivalent to the PEMHCA plan in order to receive cash back under Section 17.1.4.
- 17.1.6 Officers 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 CalPERS health program. 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.
- 17.1.7 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA.
- If either the benefits provided or the rate structure in place between active and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Union prior to contacting with the alternative provider, consortia or group. However, P.O.A. shall have the option to remain in the PEMHCA program.
- 17.1.8 During the term of this Agreement, upon request by P.O.A., the parties agree to meet and discuss the current status of Health Savings Accounts (HSA). The discussions are intended to be informational and exploratory, and such participation does not bind the City to additional expenditures or the P.O.A. to voluntary deductions.

## 17.2 Dental Insurance

- 17.2.1 The City agrees to pay One Hundred Fifteen Dollars (\$115.00) per officer per month to the self insured dental and vision plan.

For purposes of dental reimbursement, the dental claims periods shall run from January 1 to June 30 and from July 1 to December 31.

- 17.2.2 The maximum reimbursement shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) for a unit member and Nine Hundred Dollars (\$900.00) for a unit member's dependent or qualified domestic partner per claim period.
- 17.2.3 On presentation of the City's Dental and Vision Reimbursement forms accompanied by appropriate receipts, officers will be reimbursed for dental and vision care expenses not covered by other insurance plans up to the maximums set forth in Section 17.2.2 above. Officer reimbursement requests shall be processed upon receipt. At the midpoint between each claims period, officers may submit dependent or domestic partner reimbursement requests and the City will pay fifty percent (50%) of such request. The balance of any dependent or domestic partner adjustments will be made at the end of the normal claims period, provided funds are available. If the quarterly payments result in the fund having a negative balance, the negative amount will be adjusted during the next claims period. In that case, the parties will meet and discuss ways of eliminating future negative balances.
- 17.2.4 The final filing date for dental claims shall be thirty (30) days after the end of the claims filing period during which the dental expenses were incurred.
- 17.2.5 Any amounts unused in the dental fund at the end of a fiscal year shall be added to the following year's total, provided, however, the maximum in the fund shall never exceed the current and the prior year's total City contribution.
- 17.2.6 An officer and/or their dependents or qualified domestic partners may utilize the dental fund for dental, orthodontia or vision care expenses. Domestic partner benefits may be taxable to the employee, and the benefit will be administered in accordance with State and Federal Tax regulations.
- 17.2.7 The City agrees to meet and confer with the P.O.A. over a third party dental plan. If the parties agree to a change from the existing self insured dental plan, the maximum City contribution toward plan premiums will not exceed the amounts specified in Section 17.2.1.



ARTICLE 18: FULL UNDERSTANDING MODIFICATION AND WAIVER

- 18.1 This Memorandum of Understanding sets forth a full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, understandings and agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
- 18.2 No practice or benefit provided by this Memorandum of Understanding shall be modified without the mutual agreement of the City and P.O.A.
- 18.3 To the extent that any of the following topics are not covered by this Memorandum of Understanding but are within the scope of representation under the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.), subject to the right of P.O.A. to meet and confer over such changes, the City reserves the right to implement changes therein, in accordance with applicable law:
- 18.3.1 The impact of a change in practice or procedure necessitated by a change in the statutory or decisional law;
- 18.3.2 A change in practices or procedures regarding promotion of bargaining unit employees;
- 18.3.3 A change in practices or procedures regarding evaluation of bargaining unit employees;
- 18.3.4 A change in practice or procedures for assignment or transfer of bargaining unit employees;
- 18.3.5 Any matter which poses an unanticipated fiscal or operational problem for the City, including but not limited to, a reduction in forecast income from the State or tax revenues;
- 18.3.6 Any unforeseen matter of an immediate nature which seriously threatens the public safety or the safety of officers, including adoption and implementation of policies addressing vehicular pursuits and use of force by officers.
- 18.4 Except as provided in 18.3, existing practices and/or benefits not covered by the Memorandum of Understanding but within the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), shall continue without change during the term of this agreement unless modified by mutual agreement of the parties.
- 18.5 The P.O.A. reserves the right to meet and confer if the City proposes a change in any of the matters listed in 18.3. Except for such reservation, the P.O.A. on behalf of the

employees in its bargaining unit, expressly waives the right to meet and confer during the term of this agreement.

18.6 In agreeing to the language contained in this section, the City does not waive its right to seek further changes in this section, including the right to propose its elimination, upon expiration of this agreement. The P.O.A. does not waive its right to oppose any further changes in this section.

ARTICLE 19: SEPARABILILTY

If a court of competent jurisdiction finally determines that any provision of this Memorandum is invalid and unenforceable, such provision shall be separable, and the remaining provisions of the Memorandum shall remain in full force and effect.

ARTICLE 20: TERM OF AGREEMENT

20.1 This Agreement shall remain in full force and effect up to and including June 30, 2013.

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

Dated \_\_\_\_\_

City of Menlo Park

Menlo Park Police Officers' Association

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Pay Ranges for Classified Police Personnel  
July 3, 2011 through June 29, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
40.0	Police Officer		A	89,677.95	7,473.15	3,449.15	43.1144
			B	94,161.81	7,846.80	3,621.61	45.2701
			C	98,869.89	8,239.14	3,802.69	47.5336
			D	103,813.42	8,651.10	3,992.82	49.9103
			E	109,004.06	9,083.65	4,192.46	52.4058
40.5			A	91,919.98	7,659.98	3,535.38	44.1923
			B	96,515.95	8,042.98	3,712.15	46.4019
			C	101,341.76	8,445.13	3,897.76	48.7220
			D	106,408.85	8,867.39	4,092.65	51.1581
			E	111,729.28	9,310.76	4,297.28	53.7160
41.0	Detective Field Training Officer Motorcycle Officer Narcotics Abatement Officer Narcotics Task Force Officer	Traffic Officer Canine Officer	A	94,161.81	7,846.80	3,621.61	45.2701
			B	98,869.89	8,239.14	3,802.69	47.5336
			C	103,813.42	8,651.10	3,992.82	49.9103
			D	109,004.06	9,083.65	4,192.46	52.4058
			E	114,454.29	9,537.84	4,402.09	55.0261
41.5			A	96,515.95	8,042.98	3,712.15	46.4019
			B	101,341.76	8,445.13	3,897.76	48.7220
			C	106,408.85	8,867.39	4,092.65	51.1581
			D	111,729.28	9,310.76	4,297.28	53.7160
			E	117,315.74	9,776.29	4,512.14	56.4018
42.0			A	98,869.89	8,239.14	3,802.69	47.5336
			B	103,813.42	8,651.10	3,992.82	49.9103
			C	109,004.06	9,083.65	4,192.46	52.4058
			D	114,454.29	9,537.84	4,402.09	55.0261
			E	120,176.99	10,014.73	4,622.19	57.7774
42.5			A	101,341.76	8,445.13	3,897.76	48.7220
			B	106,408.85	8,867.39	4,092.65	51.1581
			C	111,729.28	9,310.76	4,297.28	53.7160
			D	117,315.74	9,776.29	4,512.14	56.4018
			E	123,181.55	10,265.11	4,737.75	59.2219
43.0			A	103,813.42	8,651.10	3,992.82	49.9103
			B	109,004.06	9,083.65	4,192.46	52.4058
			C	114,454.29	9,537.84	4,402.09	55.0261
			D	120,176.99	10,014.73	4,622.19	57.7774
			E	126,185.90	10,515.47	4,853.30	60.6663

CITY OF MENLO PARK  
DENTAL PLAN

ELIGIBLE EMPLOYEES:

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

DEPENDENTS:

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

Dependents shall be defined under this program as the employee's spouse and his/her children up to the age to 26.

MAXIMUM COVERAGE:

For each six-month period reimbursements shall be limited to the maximum coverage as stated in Section 17.2. Payments on claims will be based upon standard fees as determined by the dental committee.

REQUEST FOR REIMBURSEMENT:

A City of Menlo Park Dental Reimbursement Form must be completed by the employee's dentist indicating the type of service before the claim will be approved for reimbursement by the City. These forms are available through the Personnel Division. Forms should be returned to Personnel at the completion of treatment. An accepted and properly completed request for reimbursement form will be eligible for prorated reimbursement within the six-month period in which the work was performed. The six-month periods run from January 1 through June 30 and July 1 through December 31.

Employees will have thirty days beyond the close of the six month period to submit their claims for reimbursement. Claims submitted after the thirty day period will be considered for reimbursement in the subsequent claim period. Claims submitted one hundred eighty days or more after the six month claims period in which the work was incurred will not be paid.

<i>Example</i>	<i>Claims Period</i>	<i>Submitted</i>	<i>Claims Period Paid</i>
Work done 9/15/06	7/1/06-12/31/06	9/15/06-1/30/07	7/1/06-12/31/06
Work done 9/15/06	7/1/06-12/31/06	1/31/07-6/30/07	1/1/07-6/30/07
Work done 9/15/06	7/1/06-12/31/06	7/1/07-Beyond	Not Paid

TERMINATION OF INSURANCE:

When the employee terminates with the City, his/her dental insurance ceases. Any outstanding claims up to the date of termination will be considered for payment as long as the employee has worked three of the six months in the reimbursement period.

COVERAGE

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

COVERAGE, continued

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

EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

- For any dental work covered under a Major Medical Expense Plan
- Incurred because of an accidental bodily injury which arises out of or in the course of employment, or a sickness entitling to the insured to benefits under the Workers' Compensation Act or similar legislation
- Incurred in a Veteran's Hospital by the hospital or by a dentist employed by the hospital
- Which are primarily for cosmetic purposes and has no therapeutic value
- Incurred for the replacement of a lost or stolen prosthetic device or bridgework
- Incurred as a result or act of war, declared or undeclared
- Incurred for orthodontic care, treatment, services and supplies - Effective July 1, 1992, an officer may utilize the dental fund for dental, orthodontia or vision care expenses.
- Incurred for the initial installation of dentures and bridgework when such charges are incurred for replacement of congenitally missing teeth, or for replacement of natural teeth all of which were lost when the employee was not insured under the plan

Exclusions and Limitations, continued

- For space maintainers
- Incurred as a result of a need for prosthetic devices including bridges and crowns and the fitting thereof which were ordered while the employee was not insured under the plan, or which were delivered after termination of insurance
- Not found to be valid upon verification with the dentist rendering the service

HOW IT WORKS

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

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

7-1-2008	Fund	Claims
to	<u>Contribution</u>	<u>Received</u>
12-31-2008	\$6,000	\$4,000

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

Remaining	Claims
in	<u>Received</u>
<u>Fund</u>	\$6,000
\$2,000	

then the employee will be reimbursed 33 1/3 % of the total bill for his dependents.

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

7-1-2008	Fund	Claims
to	<u>Contribution</u>	<u>Received</u>
12-31-2008	\$6,000	\$7,500

then the employee will be reimbursed 80% of his total dental bills and would not be reimbursed for any of his dependents' bills.

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

FORMS PROCEDURE

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



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE MENLO PARK POLICE SERGEANTS**  
**ASSOCIATION**  
**AND**  
**THE CITY OF MENLO PARK**



**July 1, 2011 to June 30, 2013**

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RETIRES

## PREAMBLE

This Memorandum of Understanding is reached between the City of Menlo Park ("City") and the Menlo Park Police Sergeants' Association ("PSA"), representing the classification of Sergeant within the City's Police Department. The parties have reached this Memorandum of Understanding following meeting and conferring in good faith as required under Government Code Sections, 3500, et seq. 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.

The parties agree as follows:

## ARTICLE 1: TERM

The term of this Memorandum shall be July 1, 2011 to June 30, 2013.

## ARTICLE 2: PAY RATES AND PRACTICES

### 2.1 Salary Schedule

The salary schedule for officers in the representation unit shall be as set forth in Appendix "A" to this Agreement.

There shall be no adjustment to the salary schedule during the term of this Agreement.

### 2.2 POST Incentive

Unit members who possess a Peace Officer Standards and Training (POST) intermediate certificate shall receive a five percent premium in accordance with the current practice.

Unit members who possess a Peace Officer Standards and Training (POST) advanced certificate shall receive a ten percent (10%) premium in accordance with the current practice.

### 2.3 Overtime

Overtime will be applied in accordance with the Fair Labor Standards Act.

### 2.4 Call Back Pay

Officers who are called back after leaving work at the end of a normal shift shall be entitled to a minimum of four (4) hours pay at the rate of time and one-half (1-1/2); exception: court pay is three (3) hours minimum.

2.5 Management Benefit Package

Each represented member will be reimbursed up to Two Thousand Dollars (\$2,000.00) per fiscal year for the following:

- (a) Civic and professional association memberships and their related programs
- (b) Conference participation and travel expense
- (c) Professional subscriptions
- (d) Physical fitness programs as directed by a physician
- (e) Tuition reimbursement:

To qualify for educational reimbursement, the education must maintain or improve the employee's skills in performing his or her job, or be necessary to meet the express requirements of the City or the requirements of applicable law. The education to which reimbursement relates must not be part of a program qualifying employees for another trade or businesses; or be necessary to meet the minimum educational requirements for employment. Permissible educational expenses are refresher courses, courses dealing with current developments, academic or vocational courses as well as the travel expenses allocated with the course. To qualify for tuition reimbursement, coursework must be approved by the Chief of Police or his or her designee prior to the first day of class. Said approval shall be based only on the criteria in this paragraph. Course work intended to meet the entry level requirements for any positions in the City is not reimbursable. Graduate course work in the pursuit of related graduate professional programs and which enhance the skills of the employee are reimbursable as defined under the Internal Revenue Code.

- (f) Optical expenses not reimbursed by any other source
- (g) Child Care expenses:

The annual amount submitted for reimbursement cannot exceed the income of the lower paid spouse. The reimbursement request must be for employment-related expenses for the care of one or more dependents who are under age 13 and entitled to a depended deduction under Internal Revenue Code Section 151 (e) or a dependent who is physically or mentally incapable of caring for himself or herself.

- (h) Employee and dependent excess coverage for medical, dental, optical and orthodontia

(i) City Recreation Programs

The City will reimburse the unit members for fees paid for unit members and/or their dependents to participate in the City's Recreation Department programs.

Reimbursements for participation may be made if the reimbursements qualify as "no additional cost" services under Section 132 (b) of the Internal Revenue Code and that to qualify as "no additional cost" services the reimbursements must be only for classes in which the employees participate on a space available basis. Under Section 132 (f) (2) of the Code, spouses and dependent children may also participate in City-sponsored recreation programs and activities on a space available basis.

Expenditures under (a), (b), (c), and (e) above must be job related and approved by the City.

Monies not spent while this document is in force may be rolled over into the following term for a period not to exceed twelve months or applied to one of the City sponsored deferred compensation plans, at the employee's option. Excess funds may not be received in cash.

The City reserves the right to freely administer this Section and may disallow future claims that do not strictly conform to these sections, e.g., cellular phones or phone bills.

2.6 Uniform Allowance

All unit members shall receive the sum of One Thousand Forty Dollars (\$1,040.00) per year to be used for the purchase and maintenance of uniforms. Said amounts shall be paid on the twenty-fifth pay period. The City will pay the initial cost of a class A uniform for all unit members.

2.7 General Leave Cashout

A unit member may once each fiscal year cash in up to one hundred and twenty (120) hours per year provided a minimum balance of one hundred (100) hours of general leave is maintained.

Cash out is contingent upon the unit member having taken forty (40) consecutive hours off during the past twenty-six (26) pay periods.

A member may cash out up to one hundred and twenty (120) hours if a planned use of forty (40) consecutive hours is scheduled within forty-five days of the requested cash out. Should the forty (40) hours not be taken as scheduled for any reason, the cashed out funds will be refunded to the City within 15 calendar days.

Cashout shall be calculated on the base hourly rate for the employee multiplied by the number of cashout hours designated. No premium pay, POST incentive, overtime or any other pay shall be included.

The check shall be made available one week after written request is received by the Personnel Division. No more than four (4) requests may be made during any twelve (12) month period.

## 2.8 Compensatory Time

A unit member may accumulate a maximum of three hundred (300) hours of compensatory time. Once a unit member has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

Any unit member who has an excess of three hundred (300) hours of compensatory time on the books will not be allowed to accrue further compensatory time until the balance falls below the three hundred (300) hours maximum.

Upon request, unit members who have compensatory time in excess of the maximum allowed in the Memorandum of Understanding may cash out any amount over the limit specified for compensatory time accrual in the MOU. Cashout shall be calculated in the manner specified in section 2.7.

Upon termination, all unused compensatory time shall be paid off at the final rate of pay received by the officer.

## 2.9 Continuing Benefits

The City will pay the increased cost of existing benefits, except as specifically provided herein.

## 2.10 Bilingual Differential

2.10.1 Any position assigned to job duties requiring bilingual skills are eligible to receive Seventy-Five (\$75.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

2.10.2 The Personnel Officer, on the basis of a proficiency test developed and administered by the City, shall determine eligibility for the bilingual pay differential.

2.10.3 Bilingual skills shall not be a condition of employment except for officers who are hired specifically with that requirement. If an officer is hired under this provision, that requirement shall be included in the initial employment letter.

2.10.4 The City retains the right to discontinue the bilingual differential, provided the City gives the exclusive representative ten (10) days written notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.

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

Any officer who is reassigned to another position within this bargaining unit, and was receiving the bilingual differential at the time of appointment, shall have their need for bilingual skills reviewed by the Chief of Police. If the Chief of Police determines that bilingual skills in the position are required, the differential shall continue, otherwise, the bilingual differential will be differential.

#### 2.11 On-Call Pay

Sergeants assigned to the detective unit who are placed in an on-call status shall be compensated for each day or portion thereof on normal days off that she/he is on-call at the rate of fifty dollars (\$50.00) per twenty-four (24) hour period. Sergeants assigned to the detective unit who are on-call and fail to respond when called may be subject to disciplinary action.

#### 2.12 Vehicle Allowance

Sergeants assigned to the detective unit, who are assigned to use their personally owned vehicle for City use, shall receive a monthly automobile allowance of five hundred dollars (\$500.00). The automobile allowance shall cover all costs of operating the vehicle for City use, including but not limited to, maintenance, insurance and fuel.

#### 2.13 Night Shift Differential

For unit members assigned to patrol, the City shall pay a shift differential of two percent (2.00%) for regular assignment to night shift. The shift differential shall not be paid on any regularly assigned schedule worked which includes day or swing shift.

Shift differential shall only be paid to officers assigned to a night shift, and shall not apply to officers filling open shifts or otherwise assigned to nights on a temporary basis.

#### 2.14 Longevity Pay

Unit members who have achieved levels of continuous service as a full time sworn police officer with the City of Menlo Park, and who have received annual performance reviews with overall ratings of "meets standards" or above shall be eligible to receive the following:



- 2.15.1 The first pay period after completing seven (7) years of service: two percent (2.00%) calculated upon base pay.
- 2.15.2 The first pay period after completing eleven (11) years of service: four percent (4.00%) calculated upon base pay.
- 2.15.3 The first pay period after completing fifteen (15) years of service: six percent (6.00%) calculated upon base pay.
- 2.15.4 The first pay period after completing twenty (20) years of service: eight percent (8.00%) calculated upon base pay.

The maximum longevity pay that may be received by an officer is eight percent (8.00%).

### ARTICLE 3: LEAVE PROVISIONS

#### 3.1 Leave of Absence

- 3.1.1 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interests of the City. Leaves denied in the best interests of the City shall be taken as soon as possible after the interests of the City are met. The member shall be notified of the effective date of the rescheduled leave.
- 3.1.2 Requests for leave of absence without pay must be submitted in written form to the Police Chief. The Chief may grant a unit member a leave of absence without pay for a period not less than four weeks nor more than one (1) year, during which time no benefits and no seniority will accrue. Approval shall be in writing and a copy filed with the Personnel Division.
- 3.1.3 Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the unit member shall be reinstated in the same or an equivalent position to that held at the time the leave was granted. Failure on the part of a unit member to report promptly at the expiration of the leave, or within five (5) working days after notice to report for duty shall be treated as an automatic resignation from City service unless the Chief determines that extenuating circumstances exist to excuse that absence. However, any unapproved absence may be cause for disciplinary action.
- 3.1.4 During paid leaves of absence the unit member may elect to use accrued vacation time.

- 3.1.5 Merit pay raises and performance review dates shall be extended by the amount of the leave taken.

ARTICLE 4: GENERAL LEAVE PROGRAM

4.1 Accrual of General Leave is as follows:

1 - 5 years	216 hours
6 - 10 years	230 hours
11 - 15 years	256 hours
16 - 20 years	280 hours
20 + years	296 hours

Actual accrual is biweekly prorated from the above table. The maximum number of hours which may be accrued is One Thousand Four Hundred (1,400) hours of general leave.

- 4.2 Upon separation from City service accrued general leave up to the maximum may be converted to cash. The amount shall be calculated on the base hourly rate of the employee multiplied by the number of hours converted. Upon retirement from City employment an employee hired on or before June 30, 2004 may convert any accrued general leave not converted to cash to retirement health insurance credits at the rate of one (1) unit for every eight (8) hours of accumulated general leave with any remainder being rounded to the next higher credit.

Qualified employees hired on or before June 30, 2004 who have at least twenty (20) years of service with the City may elect to have their accrued general leave balance converted to retirement health credits at the rate of one (1) unit for every six (6) hours of accumulated sick leave 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. There is no change in the current policy of retirement health insurance credits and "frozen sick leave".

Reimbursement of premiums to retirees shall be in the same manner as currently done since 1990. The method of reimbursement is detailed in Appendix C.

- 4.3 The City shall provide disability leave after the 30th consecutive working day of an illness or disability until the Long Term Disability plan takes effect.
- 4.4 Sworn personnel shall be granted leave with pay for a disability caused by illness or injury arising out of and in the course of his/her employment, in accordance with Section 4850 of the Labor Code of the State of California.

- 4.5 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.
- 4.6 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.
- 4.7 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist officers 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, thus partially ameliorating the financial impact of the illness, injury or condition.

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

The Personnel Division will discuss with the PSA or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Personnel Division and Personnel will process the contribution list in the order established. Any officer 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, an officer 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.

## ARTICLE 5: PHYSICAL FITNESS

### No Smoking Areas

City owned vehicles used by unit members shall be considered offices and designated as no smoking areas.

ARTICLE 6: BENEFIT PROGRAMS

6.1 Cafeteria Plan

- 6.1.1 Each active and retired employee shall receive a City contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA).
- 6.1.2 Each active employee shall be allocated an amount, inclusive of the City contribution specified in Section 6.1.1, to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each worker according to the health benefits selected, as follows:

\$1,681.50 per month	-	family coverage
\$1,296.55 per month	-	two person coverage
\$648.26 per month	-	single person coverage
\$154.68 per month	-	no coverage

The employee will be responsible for any remaining premium in excess of the allocated amount.

- 6.1.3 Each officer may use his/her allocated amount for:
  - a. PEMHCA health insurance coverage;
  - b. any personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, copayments, medication and medical equipment;
  - c. supplemental life insurance through the City's supplemental life carrier up to the maximum amount allowed by the carrier;
  - d. child care expenses not otherwise reimbursed by the City
  - e. contributions to a City offered deferred compensation plan.
- 6.1.4 If any worker spends less than the total of his/her allocated amount above the minimum employer contribution in 6.1.1, then the worker will be entitled to the unused amount in cash as taxable income, subject to appropriate tax withholding.
- 6.1.5 Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he/she has health insurance coverage equivalent to the PEMHCA plan in order to receive cash back under Section 6.1.5.
- 6.1.6 Surplus funds remaining at the end of the year will revert to the City's General Fund.

- 6.1.7 Unit members 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 PEMHCA. 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.
- 6.1.8 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA.
- If either the benefits provided or the rate structure in place between active and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Union prior to contracting with the alternate provider, consortia or group. However, PSA shall have the option to remain in the PEMHCA program.
- 6.1.9 During the term of this Agreement, upon request by the Union, the parties agree to meet and discuss the current status of Health Savings Accounts (HSA). The discussions are intended to be informational and exploratory, and such participation does not bind the City to additional expenditures or the Union to voluntary deductions.

## 6.2 Dental Insurance

- 6.2.1 The City shall contribute One Hundred Thirty-Five Dollars (\$135.00) per unit member per month for the dental and vision program.
- 6.2.2 For purposes of dental and vision reimbursement, claims periods shall run from January 1 to June 30 and from July 1 to December 31. The maximum reimbursement for a claim period shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) for a unit member and Nine Hundred Dollars (\$900.00) for a unit member’s dependents or domestic partner.
- Any unit member and/or their dependents or qualified domestic partners may utilize the dental fund for dental, orthodontia or vision care expenses.
- 6.2.3 On presentation of the City’s Dental Reimbursement Form accompanied by appropriate receipts, unit members will be reimbursed for dental expenses not covered by other insurance plans or other reimbursement plans. Such reimbursement requests shall be processed once every two (2) months.

Reimbursement requests, or portions thereof, that exceed the minimum entitlement listed in Section 6.2.2 for the claim period shall be accepted and held

until the end of the claim period and paid in accordance with the provisions of Section 6.2.4.

6.2.4 Reimbursement requests exceeding the minimum entitlement shall be paid with any funds remaining in the plan, in the following order:

(a) unit member claims paid on a pro rata basis up to the maximum specified in Section 6.2.2 above;

(b) dependent or domestic partner claims paid on a pro rata basis up to the maximum specified in Section 6.2.2 above.

Any excess remaining in the fund after payment of claims shall be rolled over to the following claims period.

6.2.5 The final filing date for dental claims shall be ten (10) days after the end of the claims filing period during which the dental expenses were incurred.

6.2.6 The plan description shall be as set forth in Appendix B.

6.2.7 The City shall provide PSA with a financial report detailing account activity each claims period.

6.2.8 The City agrees to substitute the City operated dental program with an alternative dental plan at no increased cost to the City. The implementation of such alternative dental plan shall be accomplished through the meet and confer process.

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

## ARTICLE 7: HOLIDAYS

7.1 Except as otherwise provided, unit members 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
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans Day	November 11

Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

One full day either December 24 or December 31

- 7.1.1 Designation of which one full day on either December 24 or December 31 is taken off shall be made by the Police Chief, considering the needs of the service and the officer's desires.
- 7.1.2 In the event that any of the aforementioned days, except December 24 or 31, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 and 31 fall on a Sunday, then the preceding Friday will be designated for purposes of the full holiday.
- 7.1.3 Work on a Fixed Holiday. Any employee required to work on a fixed holiday and in addition to regular hours shall be paid time and one-half for such work in addition to his or her holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at double time. Holiday pay shall be reported in accordance with PERS requirements.

## ARTICLE 8: RETIREMENT PROGRAMS

### 8.1 Retirement Plan

Retirement benefits for employees hired prior to July 1, 2011 shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 50 Formula, highest single year.

Effective as soon as practicable, retirement benefits for new employees hired by the City shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 55 formula, highest three years.

### 8.2 Optional Provisions

8.2.1 1959 Survivor Allowance as set forth in Section 6 of Chapter 9 of the Public Employees' Retirement Law, commencing with Section 21380 of the Government Code, shall be provided.

8.2.2 Third Level of 1959 Survivor Benefits, as provided under Government Code Sections 21380-21387, shall be included.

### 8.3 City's Contribution to Retirement

The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

Effective with the pay period beginning July 3, 2011, employees shall contribute three percent (3.00%) toward the employer's contribution to the Public Employees' Retirement System. The amount shall be taken as an after tax deduction from the employee's paycheck each payroll period.

### 8.4 Unit Member's Contribution to Retirement System

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.

The City will implement Employer Pick-up, Internal Revenue Code 414 (h) (2) on the employee's contribution to the Public Employees' Retirement System.

### 8.5 Honorary Retirement

8.5.1 Upon separation, a unit member who leaves the service of the Menlo Park Police Department shall be considered retired provided the unit member has fifteen (15) years of service with the department and is in good standing at the time of departure.

8.5.2 A unit member shall be given a retirement badge and identification card.

8.5.3 The same requirements for a concealed weapons permit shall apply as for any other applicant. A concealed weapons permit shall not be automatically approved.

8.5.4 Retirement under this section shall be honorary and shall not involve any payment or benefit to the unit member or liability on the part of the City.

## ARTICLE 9: WORKING CONDITIONS

### 9.1 Alternative Work Schedules

The Chief of Police shall determine the appropriate regular or alternative work schedules of the Department and the various divisions, sections and details based upon the feasibility or operational needs. The Chief of Police may modify schedules to drop an alternative work schedule and revert to a regular eight (8) hour schedule except that any



resulting schedule different from a five (5) days on, two (2) days off will be subject to the meet and confer process.

Alternative work schedules may be administered under the 7(k) work period provisions of the Fair Labor Standards Act.

#### 9.1.1 4/10 Work Schedule

A 4/10 work schedule is defined as ten (10) hours per day worked, four (4) days per calendar week.

#### 9.2 Adjustment to Schedule

Unit members regularly assigned to midnight shift may request an adjustment to their schedule provided the unit member is required to conduct authorized department business following the unit member's shift; there is no cost to the City; and permission is obtained in advance from the unit member's supervisor.

#### 9.3 Layoffs

Layoffs shall be made in reverse order of seniority. The employee with the least length of service shall be laid off first. For purposes of this Section, length of service shall include all time served in the Sergeant classification or any other classification equivalent to or higher than the rank of Sergeant.

#### 9.4 Training

Officers who are normally assigned to an alternative work schedule shall revert to a five day, eight hour shift for any training that requires attendance at class for a consecutive five day period.

### ARTICLE 10: GRIEVANCE PROCEDURE

#### 10.1 Definitions

10.1.1 A "grievance" is defined as:

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

10.1.1.2 An appeal from a disciplinary action of any kind against a unit member covered by this Memorandum of Understanding.

10.1.2 A “disciplinary grievance” is a formal written objection or challenge to any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. Any reduction in pay for change in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this grievance procedure.

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

10.1.4 A “day” is any day in which the administrative offices of the City of Menlo Park are open for regularly scheduled business.

## 10.2 General Provisions

10.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

10.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10.2.3 Any disciplinary grievances arising out of an incident in which the maximum corrective action imposed is a letter of reprimand or suspension of three (3) days or less shall not be appealed beyond Level III of this Article 10, Grievance Procedure.

10.2.4 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the PSA.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

10.2.5 Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

10.2.6 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of PSA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms

of the Memorandum: provided that the City shall not agree to the resolution of the grievance until the Association 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 grievance, the grievant may be represented at any stage of the grievance procedure by a representative of PSA.

10.2.7 This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to punitive disciplinary actions and shall satisfy all administrative appeal rights and protections afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et seq.

### 10.3 Procedure

#### 10.3.1 Level I - Informal Resolution

10.3.1.1 Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding 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 personal conference be held between the aggrieved unit member and the immediate supervisor.

10.3.1.2 Any unit member who believes he/she has a grievance which is an objection or challenge to any punitive disciplinary action shall present the grievance orally to the Chief of Police 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 Chief of Police 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 personal conference be held between the aggrieved unit member and the Chief of Police.

#### 10.3.2 Level II - Formal Written Grievance

10.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police 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 agreement 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 of the City which will remedy the grievance.

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

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

### 10.3.3 Level III - Appeal to Personnel Officer

10.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Personnel Officer. This statement shall include a clear, concise statement of the reasons for the appeal. Evidence offered in support of a disciplinary grievance filed pursuant to Article 10.2.3 of this Agreement shall be submitted in the form of written declarations executed under penalty of perjury.

10.3.3.2 The Personnel Officer shall communicate the decision in writing to the grievant within ten (10) days. If the Personnel Officer does not respond within the time limits provided, the grievant may appeal to the next level.

### 10.3.4 Level IV - Binding Arbitration

10.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the PSA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the PSA shall inform the City of its intent as to whether or not the grievance will be arbitrated. The PSA and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

- 10.3.4.2 If either the City or the PSA so requests, a separate arbitrator shall be selected to hear the merits of any issues 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 10.3.4.1.
- 10.3.4.3 The arbitrator shall conduct and complete the hearing on the grievance, within sixty (60) days of the date of PSA's request for arbitration. The parties may mutually agree to extend that timeline. The parties shall file their post-hearing briefs within thirty (30) days of the close of the hearing and the arbitrator shall render a decision on the issue or issues submitted within thirty (30) days of the submission of the briefs. 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.
- 10.3.4.4 The City and PSA 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 Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.
- 10.3.4.5 In the event that this grievance procedure is used to challenge punitive disciplinary actions as provided in Article 10.2.7 above, the City and PSA 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 punitive 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.
- 10.3.4.6 The award of the arbitrator shall be final and binding.
- 10.3.4.7 The fees and expenses of the arbitrator shall be shared equally by the City and PSA.

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 shared equally by the parties.

- 10.3.4.8 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

#### ARTICLE 11: RECOGNITION

The Menlo Park Police Sergeant's Association (PSA) is the exclusive recognized organization representing employees in the classification of Police Sergeant in their employer-employee relations with the City of Menlo Park, and PSA has been certified by the City of Menlo Park as the duly recognized employee organization of said employees. PSA requires proper and advance notification on all matters that fall into the meet and confer process.

#### ARTICLE 12: SEPARABILITY

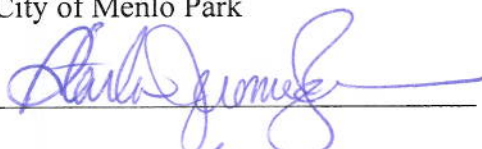

- 12.1 If a court of competent jurisdiction finally determines that any provisions of this Memorandum is invalid and unenforceable, such provisions shall be separable, and the remaining provisions of the Memorandum shall remain in full force and effect.
- 12.2 If any provisions of this Memorandum of Understanding are found invalid by a court of competent jurisdiction as a result of Proposition 61, known as the "California Fair Pay Amendment" (1986) or any other initiative which would restrict compensation of benefits under this Agreement, the City and PSA will meet and confer regarding substitute benefits for those lost due to such ruling.

ARTICLE 13: EFFECT OF AGREEMENT


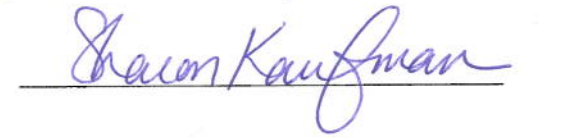
This Memorandum of Understanding sets forth the full and complete understanding between the parties hereto with respect to all subject matters addressed herein.

Dated 5/25/11

City of Menlo Park

Menlo Park Police Sergeant's Association

Pay Ranges for Classified Police Sergeants  
July 1, 2011 through June 30, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
1.0	Police Sergeant		A	108,146.50	9,012.21	4,159.48	51.9935
			B	113,553.82	9,462.82	4,367.45	54.5932
			C	119,231.51	9,935.96	4,585.83	57.3228
			D	125,193.09	10,432.76	4,815.12	60.1890
			E	131,452.74	10,954.40	5,055.87	63.1984



DENTAL PLAN

ELIGIBLE UNIT MEMBERS

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

DEPENDENTS

Dependents will be covered according to Section 6.2.

Dependents shall be defined under this program as the unit member's spouse and his/her children up to the age to 26 provided they are more than 50% dependent upon the unit member for support.

MAXIMUM COVERAGE

For each six-month period reimbursements shall be limited to the maximum coverage as stated in Section 6.2. Payments on claims will be based upon standard fees as determined by the dental committee.

REQUEST FOR REIMBURSEMENT

A City of Menlo Park Dental Reimbursement Form must be completed by the unit member's dentist indicating the type of service before the claim will be approved for reimbursement by the City. These forms are available through the Personnel Division. The forms should be returned to Personnel at the completion of treatment. An accepted and properly completed request for reimbursement form will be eligible for prorated reimbursement within the six-month period in which the work was performed. The six-month periods run from January 1 through June 30 and July 1 through December 31.

TERMINATION OF INSURANCE

When the unit member terminates with the City, his/her dental insurance ceases. Any outstanding claims up to the date of termination will be considered for payment as long as the unit member has worked three of the six months in the reimbursement period.

COVERAGE

- Routine office visits and oral examinations, but not including more than one such examination of the same Covered Person in any six-month period.
- Fluoride or other prophylaxis treatments

- Dental X-Rays
- Extraction
- Teeth cleaning
- Oral surgery, including excision of impacted teeth
- Crown, bridges, except as specified under “exclusions and limitations”
- Anesthetics administered in connection with oral surgery or other covered dental services
- Fillings
- Treatment of periodontal and other diseases of the gums and tissues of the mouth
- Endodontic treatment, including root canal therapy
- Initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth extracted while insured
- Orthodontic care, treatment, services and supplies
- Replacement of an existing partial or full removable denture or fixed bridgework to replace extracted natural teeth; but only if evidence satisfactory to the City is presented that:
  - a) The replacement or addition of teeth is required to replace one or more additional natural teeth extracted while insured under the plan; or
  - b) The existing denture or bridgework was installed at least 5 years prior to its replacement and that the existing denture or bridgework cannot be made serviceable; or
  - c) The existing denture is an immediate temporary denture and replacement by a permanent denture is required, and takes place within 12 months from the date of installation of the temporary denture
- Repair or recementing of crowns, inlays and fixed bridgework
- Repair or relining of dentures
- Other covered charges as determined by the Dental Committee

### EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

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

### FORMS PROCEDURE

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

## Appendix C

### Administration of Retirement Health Credits for Retirees

Nothing herein shall be deemed a change to the current practice of reimbursing retirees for retiree health premiums. This Appendix is intended to detail the existing practice.

The intent of the retiree health insurance credit program is to reimburse employees for the cost of retiree health premiums up to the amount to which they are entitled. It is not to provide an additional cash benefit to retirees over and above the cost of the premium. Should the current procedures that are administered through PEMHCA health and the Public Employees' Retirement System change, the intent shall remain as stated above.

#### Current Practice

Upon retirement, eligible employees may choose to convert all or any portion of their general leave balance up to the maximum to retirement health insurance credits at the rate they are eligible to receive as specified in Section 4.2. Retirees may elect single coverage, double coverage or family coverage in accordance with Sections 4.5 and 4.6.

PERS will deduct the premium for the health insurance plan selected by the retiree through PEMHCA health from their monthly pension warrant, less the minimum employer contribution, which is billed separately to the City.

The City will reimburse the retiree for the amount they are eligible to receive. The amount they are eligible to receive does not include the minimum employer contribution because it is not deducted from the retiree's pension warrant. In no event will the amount reimbursed exceed the cost of the premium to the retiree less the minimum employer contribution.

All reimbursements made to the retiree are subject to Federal and State taxes and shall be reported as income as required by law.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LOCAL 521**  
**SERVICE EMPLOYEES INTERNATIONAL UNION,**  
**CTW, CLC**  
**AND**  
**THE CITY OF MENLO PARK**



**March 25, 2012 through October 31, 2013**

## 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 of the classifications for City workers as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise his/her right of self-representation under Section 3502 of the Government Code.

1.2 Whenever, during the term of this Agreement, a worker is hired or reclassified to a position not contained in Appendix "A" and not contained in any other bargaining unit, his/her eligibility for inclusion in the bargaining unit shall be governed by the satisfaction of any of the following criteria:

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

1.2.1 The worker is hired as an employee on a full-time basis of twelve (12) months or more.

1.2.2 The worker is employed on a permanent part-time basis and works an average greater than or equal to twenty (20) hours per week, six (6) months or more out of twelve (12) months.

1.2.3 The worker is not classified as a permanent part-time employee, but works at least twenty (20) hours per week for an average of twelve (12) months.

1.2.4 The worker is a provisional employee.

1.2.5 Successive contracts with same worker shall be totaled in order to determine the applicable twelve (12) or six (6) months period.

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

## ARTICLE 2: UNION SECURITY

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

### 2.1 Agency Shop

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

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

When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the recognized bargaining representative for the worker's representation unit, that the Union and the City have entered into an Agency shop agreement requiring payment listed above as a condition of employment, provide an enrollment card (furnished by the Union) and give the worker a current copy of the Memorandum of Understanding.

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

If an individual employee becomes delinquent in paying fees required under this Section due to a clerical error or the fact that the employee was not paid by the City during the pay period, the City shall not be responsible for paying such fees. However, once the City has been notified of the error, the City will make the correction within that pay period. In cases where a worker is not paid for a portion of the pay period and their salary is insufficient to cover part or all of the withholding of union dues or service fees, or their statutory withholding obligations exceed the withholding of union



dues or service fees, there shall be no withholding. All legal, statutory and required deductions shall have priority over fees.

Each regular pay period, the City shall provide the Union with a list of the names, addresses, classifications, and membership status of all unit workers except those who file written notice with the Personnel Division objecting to the release of addresses, in which case information will be transmitted without address. Once a month, the City shall supply the Union with a list of representation unit new hires, terminations and retirements that occurred during the previous month.

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

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

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

- 2.1.4 Establishment of Service Fee. The Union shall demonstrate to the City that it has complied with applicable law by (a) having disseminated to the bargaining unit adequate information about its expenditures for the preceding fiscal year, including information regarding its "chargeable" and "nonchargeable" activities in the prior fiscal year, broken down in adequate and reasonable detail between the chargeable and nonchargeable activities; (b) having established a full, fair and prompt procedure whereby objecting

nonmembers are able to challenge allegedly objectionable expenditures; and (c) having established a procedure for escrowing the amount reasonably in dispute in connection with any challenge by an objecting non-member. The Union shall demonstrate its compliance with this Section before implementation of agency shop provisions, and on an annual basis thereafter.

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

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

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

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

2.4 Bulletin Boards. The City shall furnish and maintain bulletin board space for use by the Union of a size and location mutually agreeable to the City and the Union. The bulletin board space provided shall be clearly identified as Union bulletin board space. The board may be used for the following subjects:

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

### ARTICLE 3: REPRESENTATION

3.1 It is agreed that, as long as there is no disruption of work, five (5) Union representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit worker or workers on grievances or matters requiring representation. The Union shall designate the five (5) representatives under this section. The Union shall notify the City in writing of the names of the officers and representatives. Upon request, the City may approve release time for other bargaining unit members to represent a unit worker or workers under this Section. Only one (1) representative shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Subject to the provisions of Section 3.2, release time shall be granted for the following types of activities:

3.1.1 A meeting of the representative and a worker or workers in the unit related to a grievance.

3.1.2 A meeting with Management

3.2 The Union agrees that the representative shall give advance notification to his/her supervisor before leaving the work location except in those cases involving emergencies where advance notice cannot be given. Release time is subject to the legitimate scheduling needs of the department.

3.3 Seven (7) Union representatives who are City employees shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Personnel Officer.

- 3.4 Nine (9) Union representatives shall be allocated up to one (1) hour per month time off without loss of pay for purposes of meeting and consulting on matters within the scope of representation, other than formal negotiations. Workers shall normally be allowed to adjust their lunch period adjacent to this time.

#### ARTICLE 4: DEFINITIONS

##### 4.1 Definitions

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

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

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

- 4.1.2 A “provisional” employee is a worker employed for a definite term of more than six (6) months, although such provisional employee may be held over beyond the initial term of employment as specified in Section 12.4.1. A provisional employee shall be employed and treated in all respects for the entire term of employment as a provisional employee, the same as a probationary employee.
- 4.1.3 A “probationary” employee is a worker who has not yet completed the probationary period, or any extension(s) thereof, as provided in this Agreement. A probationary employee is eligible for benefits provided in this Agreement, except as limited by Sections 6.1.5 and 6.1.8 of this Agreement.
- 4.1.4 A “permanent” employee is a worker who has satisfactorily completed the probationary period, or any extension(s) thereof. A permanent employee is eligible for benefits provided in this Agreement.

## ARTICLE 5: LAYOFF AND RE-EMPLOYMENT

### 5.1 Layoff

- 5.1.1 Whenever in the judgment of the City Council it becomes necessary in the interests of economy or because the position no longer exists, the City Council may abolish any position or employment in the competitive service, or may reduce the hours of any position. The decision to abolish a position or reduce the hours of any position shall not be subject to the grievance procedure contained in this Agreement.
- 5.1.2 It is agreed between the parties that attrition is the preferred method of accomplishing any necessary reduction in the work force.
- 5.1.3 If a permanent reduction of hours is proposed for a particular classified position, the incumbent has the right to exercise any and all of the rights set forth in this Article. The incumbent may also choose to be laid off and receive the benefits contained in this article.

### 5.2 Notification of Layoff

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

### 5.3 Seniority

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

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

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

#### 5.4 Order of Layoff

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

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

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

#### 5.5 Layoff Procedures

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

#### 5.6 Bumping Rights

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

- 5.6.2 When a senior employee chooses to bump into a position in a lateral or lower, related classification, said worker must accept the salary, hours, and working conditions of the position to which return is requested.
- 5.6.3 A bargaining unit worker requesting to bump into a classification as provided herein, must make such request to the Personnel Officer in writing within seven (7) calendar days of his/her receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided in this Section 5.6.
- 5.6.4 Nothing herein shall preclude bumping between AFSCME and this bargaining unit.

5.7 Re-employment

- 5.7.1 The names of workers laid off shall be placed on a re-employment list in inverse order of seniority for a period of two (2) years from the date of layoff. The worker with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the worker held permanent status.
- 5.7.2 A laid off worker may refuse an offer of re-employment to a position for which he/she is qualified, however, refusal of two (2) offers of re-employment to the classification from which laid off shall automatically cause removal of the worker's name from the re-employment list and loss of any re-employment rights.
- 5.7.3 Any worker who accepts an offer of re-employment shall have his/her name removed from the re-employment list.
- 5.7.4 A worker who has been laid off and has been placed on a re-employment list shall be eligible, during the time the worker is on the re-employment list, to take promotional exams.
- 5.7.5 Offers of re-employment shall be made via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the laid off worker's signature. Failure to respond within ten (10) days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.

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

5.8 Miscellaneous Provisions

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

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

ARTICLE 6: PERSONNEL ACTIONS

6.1 Probation

6.1.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the worker's work, for securing the most effective adjustment of a new worker to a prospective position, and for rejecting any probationary worker whose performance is not satisfactory.

6.1.2 During the seventh pay period following employment, the worker shall receive a performance evaluation. Personnel shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the worker and City Manager.

6.1.3 All original 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 Personnel Officer may, based upon the recommendation of the worker's supervisor, extend the probationary period not to exceed six (6) months if the worker marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level. Total absences lasting four (4) weeks or more shall extend the review period by the corresponding duration of the absence.



- 6.1.4 At least one month prior to permanent appointment the City shall begin to review the work of the probationary employee to determine the following:
- a. certify him/her for the position;  
or
  - b. extend the probation;  
or
  - c. reject him/her for the position.

The City shall take action on this determination by the last day of the probation period by notifying the worker in writing. If the notification is delayed by more than five working days following the last day of probation, the worker shall become permanent.

- 6.1.5 If the service of a probationary employee is unsatisfactory, the worker will be notified in writing that he/she has been rejected for the permanent position. Said notice shall contain the reasons for rejection. The Personnel Officer shall, upon request, afford an interview in a timely fashion to the terminated worker for discussion of the reasons for termination. The worker may, upon request, be accompanied by a Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.

- 6.1.6 A worker deemed unsatisfactory for a position shall return to his/her prior classification and non-probationary status in that classification and to the pay step he/she would have had if not promoted, transferred or voluntarily demoted.

- 6.1.7 Departments may not shift job assignments as a reason in itself for placing a worker on probationary status.

- 6.1.8 The parties agree that probationary employees shall have the same rights as other workers under this Memorandum of Understanding, including full and complete access to the grievance procedure, except that workers who do not hold prior permanent status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

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

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

## 6.2 Performance Evaluation

- 6.2.1 The City may, from time to time, develop reasonable guidelines that enable the supervisor to adequately evaluate the worker as to satisfactory job performance. Job performance reviews shall be conducted pursuant to regularly established and announced policies. The guidelines shall be in accordance with the job specifications for the position being reviewed.
- 6.2.2 Personnel evaluations will be given workers at least annually, but normally no more than twice a year, as scheduled by Management. Additional evaluations may be scheduled where there is documented evidence in preceding evaluations of the worker's inability to perform significant duties of the position. Management must complete performance evaluations by the date stated on the job performance form. After signing the evaluation to acknowledge receipt, the worker will have ten (10) working days in which to write a response. Signature of the evaluation will not constitute agreement with its contents.

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

## 6.3 Performance Improvement Plans

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

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

## 6.4 Personnel Files

- 6.4.1 The Personnel Officer shall maintain personnel records for each worker in the service of the City showing the name, title of position

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

- 6.4.2 The City shall notify a worker of any adverse material placed in his/her personnel file if that material is or has not previously been reviewed with the worker. The worker shall have a reasonable time and opportunity to comment thereon.

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

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

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

6.4.4 Personnel files of individual workers are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. The City will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment, 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. Where an interview panel is used as part of the examination process, at least one member of that panel shall be a person who is not employed by the City, unless there is a compelling organizational reason why such a person cannot be on the panel.

6.5.2 The top three (3) permanent bargaining unit members applying for promotional opportunities and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department.

6.5.3 The City shall notify the worker applying for the promotion, in writing, of the City's decision to grant or deny the promotion.

6.5.4 In the event a temporary employee is appointed to the position being temporarily occupied, the date of hire as a temporary employee will be recognized for purposes of seniority, vacation, and salary advancements.

## 6.6 Reclassification

6.6.1 During the term of this Agreement, the City shall notify the worker concerned in case of contemplated change in job content as contained in the classification descriptions which were in effect at the beginning of the Agreement. The Union shall be notified in advance of any contemplated changes in classification descriptions and such changes shall be discussed with the Union, provided that the City shall have the final decision regarding job content. The

Union shall be given a reasonable opportunity to meet and confer on the impact of any such changes on matters within the scope of representation.

- 6.6.2 Once each year, during the month of January, a worker may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description. The request must contain justification. A statement by Management that a job re-evaluation request will be submitted with the department budget does not relieve a worker from the responsibility of submitting his/her own request in a timely manner. If meetings are held, the worker may request representation by the Union. The City will process the request and issue a recommendation within ninety (90) days. The City shall not agree to a change in the appropriate pay level for a job description until the Union has received a copy of the proposed change and has been given the opportunity to meet and confer with the City. Reclassifications shall become effective after City Council approval of the budget, retroactive to the first pay period of the fiscal year. The Personnel Officer shall notify the Union at least ten (10) days prior to recommending a reclassification. Upon request, the Personnel Officer will meet and confer with the Union to determine whether the worker shall be subject to a probationary period. In cases where there is a dispute regarding the recommendation of the Personnel Officer, 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.

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

There shall be no reclassifications during the term of this Agreement.

- 6.6.3 In conducting classification studies, the compensation figure calculated for each City shall consist of the following components: base salary, employer paid employee contributions to the retirement system, deferred compensation contributions made by the employer on behalf of the employee, and the special adjustment.
- 6.6.4 The reclassification procedure shall not be used for the purpose of avoiding use of the promotion or demotion procedures.

6.6.5 Salary step placement upon reclassification shall be in accordance with Article 7.4.1 (Effect of Promotion on Salaries).

6.7 Flexible Staffing

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

The currently identified flexibly staffed positions are:

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

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

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Overall Wage Adjustment

7.1.1 There shall be no adjustment to the salary schedule during the term of this Agreement.

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

7.6 Call Back Pay

- 7.6.1 Any worker who is required by the City to work on a day when the worker has not been scheduled, or any worker called back to work after the worker has completed his or her regular work day and left the worksite, shall be entitled to a minimum of two (2) hours of compensation at the flat rate of Twenty-Five Dollars and Thirty-Five Cents (\$25.35) per hour or one and one-half times their regular rate of pay, whichever is greater. Call back pay shall not apply where the City requires a worker to remain at the worksite after the completion of his or her regular work shift.
- 7.6.2 Payment for call back may be at the cash rate specified in Section 7.6.1 above or in compensatory time off at the rate of one and one-half hours for each hour worked, at the worker's option. Prior to the end of the pay period, the worker shall designate, on the appropriate City form, his/her choice of either compensation at the flat dollar rate or one and one-half times their regular rate of pay, whichever is greater or compensatory time off.

7.7 Standby Pay

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

## 7.8 Working Out of Classification

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

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

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

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

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

## 7.9 Advance of Vacation Pay

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

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

7.10 Special Adjustment

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

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

7.11 Night and Weekend Differential

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

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

7.12 Court Appearances

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

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

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

## ARTICLE 8: HOURS AND OVERTIME

### 8.1 Hours of Work

#### 8.1.1 Regular Work Schedules

- a. The regular work schedule for all workers except those on a flexible schedule such as a 4/10, 9/80 or 12 hour schedule, shall consist of forty (40) hours within a seven (7) day work week and is five consecutive days served in units of eight (8) hours. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- b. A 4/10 work schedule shall be four (4) days served in units of ten (10) hours within a seven (7) day workweek. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- 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 consists of a consecutive, one hundred sixty-eight (168) hour period, the start of which can vary per worker based on their assigned schedule.
- e. A twelve hour schedule shall be seven (7) days served in six (6) units of twelve (12) hours and one (1) unit of eight (8) hours over a pay period. For this schedule, the workweek conforms to a 7(b) schedule under the Fair Labor Standards Act.

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

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

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

## 8.2 Overtime

### 8.2.1 Definition.

- a. Overtime for workers who are not working on a flexible time schedule is any time worked in excess of forty (40) paid hours in any work week.
- b. Overtime for workers on a 4/10 work schedule is any time worked in excess of forty (40) paid hours in any work week.
- c. Overtime for workers on a 9/80 work schedule is any time worked in excess of eighty (80) paid hours in a pay period.
- d. Overtime for workers on a twelve hour work schedule is any time worked in excess of eighty (80) paid hours in a pay period.
- e. For Communications Officers, overtime shall also include any hours worked outside their normally assigned shift.

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

8.2.2 Modified Schedules. At the request of either the worker or department head, the department head may approve a schedule of more than eight (8) hours per day without overtime compensation. Such a work schedule must be consistent with the regular work schedules defined in Section 8.1.1.

8.2.3 Overtime. Overtime may be assigned on a required basis or requested by the worker and approved by the department head. Overtime shall be compensated at the rate of one and one-half (1.5) times the worker's regular rate of pay or in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, at the worker's option.

8.2.4 Compensatory Time. A worker may accumulate a maximum of eighty (80) hours of compensatory time, except that Public Works Department workers on the call back list may accumulate one

hundred twenty (120) hours of compensatory time and Communications Officers may accumulate one hundred sixty (160) hours of compensatory time. Compensatory time may be used when the services of a worker are not needed for the efficient functioning of his/her department, and must be approved in advance by the department head. Once a worker has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

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

### 8.3 Work Schedule

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

### 8.4 Library Work Schedule

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

## ARTICLE 9: UNIFORMS

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

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

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

- 9.3 On presentation of appropriate receipts, the City shall reimburse workers who are required by the City to wear safety shoes/boots for up to Two Hundred Fifty Dollars (\$250.00) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Workers in the Public Works Department assigned to the tree crew shall be reimbursed for up to Three Hundred Dollars (\$300.00) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Shoe repair and resoling are reimbursable under this provision. Shoes/boots purchased under this provision are for the use of the worker exclusively.
- 9.4 Employee clothing seriously damaged or destroyed in conjunction with employment duties will be reasonably replaced by the City.
- 9.5 Workers in the Public Works Department shall be permitted to wear shorts, provided that supervisory approval has been given as to their appropriateness in terms of style, location and safety.
- 9.6 The City shall reimburse Equipment Mechanics in the Maintenance Division who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools that the worker selects to purchase, or for tools required to be added to the inventory in order to carry out his or her duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The City shall reimburse a maximum of one thousand dollars (\$1,000) per fiscal year. The reimbursement shall be administered in accordance with Maintenance Division policy.

## ARTICLE 10: HOLIDAYS

### 10.1 Fixed Holidays

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

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

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

Bargaining unit members in the Communications Officer and Lead Communications Officer classifications shall observe 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 workers shall be paid a full day's pay at their regular straight time base hourly rate for all fixed holidays as defined herein.

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

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

## 10.2 Floating Holiday Time

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

The following conditions will apply to such floating days off:

- 10.2.1 Workers shall request a floating day off in accordance with normal vacation time off request procedure. In cases of conflicting requests for the same day made at the same time, length of service shall govern who receives the day off.



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

#### ARTICLE 11: VACATIONS

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

11.1.1 For full-time workers:

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

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

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

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

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

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

## 11.2 Effect of Probationary Period

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

## 11.3 Maximum Accrual

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

## 11.4 Scheduling

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

## 11.5 Payment on Separation or Leave

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

## 11.6 Cashout Provision

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

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

## 11.7 Illness During Scheduled Vacation

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

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

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

## ARTICLE 12: LEAVE PROVISIONS

### 12.1 Sick Leave

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

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

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

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

- 12.1.3 Abuse Enforcement. The City shall be obligated to monitor all sick leave use, and shall take appropriate actions to insure that benefits are paid out only for actual illness or injury.
- 12.1.3.1 Any worker who does not have an accrued sick leave balance and who does not otherwise qualify under the provisions of this Article 12, shall not be paid for any day of sick leave called in, whether genuine or not.
- 12.1.3.2 Management has the authority to monitor potential sick leave abuse and patterns of abuse, and when there is a reasonable basis for suspecting such abuse, may require medical verification as a condition for payment of sick leave. A sick leave incident policy is an acceptable means of detection and abuse enforcement as long as such policy is uniformly administered by the Personnel Division.
- 12.1.3.3 Abusive sick leave patterns automatically forfeit the worker's right to a merit increase, and may adversely affect transfers and promotions. Chronic abuse may result in severe disciplinary action, such as suspension, demotion or dismissal.
- 12.1.4 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.

The Personnel Division will discuss with the Union or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Personnel Division and Personnel will process the contribution list in the order established. Any worker shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick leave balance to another full-time or permanent part-time worker in the City who is suffering from a catastrophic illness and has exhausted his or her own sick leave, provided, however, they have maintained a positive sick leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

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

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

## 12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond thirty working (30) days, the City will insure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits, and to the accrual of vacation time. At the end of 365

calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker would officially cease being an employee and receive no further entitlements beyond the 66.67 percent salary requirement as provided in this Section 12.2.

- 12.2.2 If a worker terminated after 365 calendar days from the date of illness or injury in compliance with 12.2.1 above, is medically certified to return to work within twenty-four (24) months of the termination date, the worker may request re-employment with the City. The worker's request for re-employment shall be accompanied by a physician's statement certifying the types of duties the worker is able to perform. This re-employment situation shall be conducted in accordance with Section 5.7. However, this re-employment status does not take precedence over workers on a re-employment list due to layoffs.
- 12.2.3 Workers who have a sufficient amount of sick leave time may, at the worker's option, use sick leave on a hour-for-hour basis to delay the start of the long term disability plan. The long term disability plan would start upon the exhaustion of sick leave. The City procedures which allow for follow-up of a worker who has been out on an extended disability shall apply to workers under this section.

### 12.3 Personal Business Leave

- 12.3.1 A worker shall be entitled to a maximum of three (3) days per calendar year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave, and shall apply toward Section 12.1.4 Award for Non-Use.
- 12.3.2 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding or leave to care for a member of the immediate family who is ill or injured.
- 12.3.3 A worker shall notify the department head two (2) days before taking this leave, unless an emergency exists which prohibits the worker from providing such advance notice.
- 12.3.4 Workers shall complete an absence affidavit which shall verify that the worker's use of leave was for personal business of urgent and compelling importance or leave to care for a family member as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.

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

#### 12.4 Leave Without Pay

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

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

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

12.4.2 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.

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

12.4.4 During unpaid leaves of absence, the worker may elect to use accrued vacation time.

#### 12.5 Jury Duty and Subpoenas

12.5.1 A worker required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the worker remits to the City all fees received from such duties other



than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

12.5.2 This leave of absence with pay shall extend to workers' whose regular shift is a shift outside of the hours of 8:00 A.M. to 5:00 P.M., so that such workers shall not be required to work their regular shift on a day in which they perform jury duty or respond to a subpoena.

12.5.3 When a worker returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not a worker shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

## 12.6 Military Leave

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

## 12.7 Bereavement Leave

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

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

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

## 12.8 Maternity Leave of Absence Without Pay

- 12.8.1 Maternity leave of absence without pay or benefits may be granted upon request to non-disabled probationary and permanent female workers for that period of time necessary for the worker to prepare for and recover from the effects of childbirth.
- 12.8.2 Maternity leave shall be granted when the following conditions have been met:
- 12.8.2.1 The worker shall notify her department head in writing accompanied by her physician's certificate of pregnancy as soon as possible after pregnancy has definitely been determined, but no later than ninety (90) days prior to tentative date on which the leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.
- 12.8.2.2 Within thirty (30) days of the beginning of the maternity leave, the worker shall submit to the Personnel Officer the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the worker's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date providing she performs the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request.
- 12.8.2.3 Prior to the establishment of a specific date for return to duty, the worker shall submit to the Personnel Officer a notice of intention to return to duty, accompanied by her physician's statement certifying that the worker is medically qualified to assume full duties and responsibilities.
- 12.8.2.4 The Personnel Officer or his/her designee may designate the specific beginning and ending dates to meet the needs of the worker and the City.
- 12.8.3 The worker on leave shall be returned to an equivalent position within her classification.
- 12.8.4 A maternity leave, absent physical disability, is granted without pay for the duration of the leave. The worker may elect to continue medical and dental insurance coverage for up to one (1) year during this leave at her own expense.

## 12.9 Leave for Pregnancy Disability

- 12.9.1 Workers who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the worker and worker's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the worker by a physician appointed by the City at City expense.
- 12.9.2 Workers are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave had been exhausted. The date on which the worker shall resume duties shall be determined by the worker on leave and the worker's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the City.
- 12.9.3 The worker on leave for pregnancy disability shall be entitled to return to an equivalent position within her classification.

## 12.10 Parental Leave

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

## 12.11 Miscellaneous Leave Provisions

- 12.11.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, or job related disability shall not be included in determining seniority.
- 12.11.2 At the conclusion of a leave of absence a worker shall be returned to an equivalent position within his/her classification.

- 12.11.3 For any unpaid leave of absence the worker may elect to continue insurance coverage for up to the duration of his/her leave of absence at his/her own expense.
- 12.11.4 For any paid leave of absence, all benefits continue to accrue.
- 12.11.5 The Personnel Officer and his/her designee will designate the specific beginning and ending dates to meet the needs of the worker and the City, which shall not be less than four weeks nor exceed one unpaid year.
- 12.11.6 At the specified date for return to duty from unpaid leave, if the worker has been disabled, the worker's notice of intention to return to duty shall be accompanied by a physician's statement certifying that the worker is medically qualified to assume full duties and responsibilities. If a worker is not medically qualified to assume full duties, on the date specified in Section 12.11.5, he/she shall be granted leave accumulated in accordance with Section 12.1.1 but shall not be entitled to any other benefits.
- 12.11.7 At the conclusion of a leave of absence for any disability the worker may be required to submit a physician's statement certifying that he/she is medically qualified to resume work.
- 12.11.8 Leaves shall not be unreasonably denied.
- 12.11.9 All provisions of this Article shall be administered in conformance with the Family and Medical Leave Act and State Law.

12.12 Educational Leave and Tuition Reimbursement

- 12.12.1 The City shall contribute Eleven Thousand Two Hundred Dollars (\$11,200.00) annually on July 1st of each year to an educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books and curriculum fees incurred by a worker, to a maximum of One Thousand Dollars (\$1,000.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Programs must be approved in advance. Workers wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit. Payment from this fund shall be made on a tax-exempt basis only where the expenses are from educational expenses directly related to the worker's current employment, as defined by IRS law.

12.12.2 Workers may request an advance of funds subject to the approval of the Personnel Officer. Advances may be granted for tuition, books and other curriculum fees in exchange for a repayment agreement in the event advances are not supported or courses are not satisfactorily completed as indicated by a grade of "C" or better. The worker may not elect to take a "pass-fail" grade if the letter system of grading is offered.

12.12.3 All workers assigned by the City to attend meetings, workshops, or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such workshops, meeting and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the worker's allowance or the annual tuition reimbursement.

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

12.12.4 In the event that there are unused funds remaining in the city-wide educational leave and tuition reimbursement fund on June 30 of any year, workers who present appropriate receipts verifying expenditures in excess of One Thousand Dollars (\$1,000.00), for items which are reimbursable under this Section 12.12, shall receive a pro rata share of those remaining funds not to exceed the actual amount of the difference between the actual expenditure and One Thousand Dollars (\$1,000.00) up to a maximum of Four Thousand Dollars (\$4,000.00). These requests for additional reimbursement must be received by the City no later than July 15 of that year.

12.12.5 The City will reimburse expenses for fees incurred by a worker, for courses completed in stress management, self defense, conflict resolution, and time management from this fund. Participation would be limited to One Hundred Fifty Dollars (\$150.00) per worker, or a total of Two Thousand Dollars (\$2,000.00) during the fiscal year.

12.12.6 Any unused balance in the fund shall be transferred to the City's self insured dental and vision fund.

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

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

\$1,681.50 per month	family coverage
\$1,296.55 per month	two person coverage
\$648.26 per month	single person coverage
\$186.88 per month	no coverage

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

- 13.1.5 Employees 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 12.1.5.3.

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

- 13.1.6 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.
- 13.1.7 For part-time workers who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.3, 13.1.5, and 13.1.6.
- 13.1.8 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.
- 13.1.9 Each full-time worker must enroll in an available health insurance plan or demonstrate that he/she has health insurance coverage in order to receive cash back under Section 13.1.4 (e).
- 13.1.10 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.
- 13.1.11 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. The City shall meet and confer with the Union prior to contracting with the alternative

provider, consortia or group. However, the Union will have the option to remain in the PEMHCA program.

## 13.2 Dental and Vision

- 13.2.1 The City shall contribute One Hundred Twenty Dollars (\$120.00) per worker per month to the City's self insured dental and vision program.

Effective March 25, 2012, the City shall contribute One Hundred Forty Dollars (\$140.00) per worker per month to the City's self insured dental and vision program.

- 13.2.2 For purposes of dental reimbursement, the dental claims periods shall run from January 1 to June 30 and from July 1 to December 31. The maximum reimbursement for any claims period shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) for a worker and Seven Hundred Fifty Dollars (\$750.00) for a worker's dependents or domestic partners. The maximum claim for vision shall not exceed Six Hundred Dollars (\$600.00) annually for any worker and Three Hundred Dollars (\$300.00) annually for a worker's dependents or domestic partners.

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

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

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

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

## 13.3 Plan Descriptions



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

#### 13.4 City Recreation Programs

- 13.4.1 The City shall contribute Ten Thousand Eight Hundred Dollars (\$10,800.00) annually on July 1 each year to this recreation reimbursement fund. The worker may request a recreation voucher from the Personnel Division for fees incurred by the worker and/or his/her dependents for participation in recreation programs run by the City's Community Services Department. The processing of the voucher shall be on a first come first served basis. Vouchers must be submitted to the Personnel Division during the fiscal year the expense was incurred. Such payments shall be made on a tax-exempt basis only where the employee and/or the dependent is enrolled on a space available basis, as defined by IRS law.
- 13.4.2 In the event that there are unused funds remaining in the recreation reimbursement fund on June 30 of any year, the remaining monies shall be added to the City's self insured dental program for this unit.
- 13.4.3 Employees may charge up to \$250.00 per year for recreation room rentals to this fund.

#### 13.5 City Child Care Programs

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

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

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

#### 13.6 Employee Assistance Program

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

13.7 Life Insurance

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

ARTICLE 14: RETIREMENT

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

14.2 Retirement benefits for employees 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 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 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.

14.5 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).

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A grievance is defined as:

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

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

- 15.1.2 A “grievant” is any worker adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union.
- 15.1.3 A “day” is any day in which the City Hall of Menlo Park is open for business.
- 15.1.4 The “immediate supervisor” is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

15.2 General Provisions

- 15.2.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 15.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except that this provision shall not apply to grievances challenging discipline imposed by the City under Article 21 of this Memorandum.
- 15.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 15.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the City may extend any time deadline by mutual agreement.
- 15.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants.
- 15.2.6 Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party’s choice.
- 15.2.7 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.

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

### 15.3 Procedure

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

#### 15.3.1 Level I - Informal Resolution

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

#### 15.3.2 Level II - Formal Written Grievance

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

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

- b) a listing of the provisions of this Memorandum which are alleged to have been violated;
- c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- d) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

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

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

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

### 15.3.3 Level III - Appeal to Department Head

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

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

- a) name, classification, and supervisor of grievant;
- b) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance; and
- c) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

- 15.3.3.3 The department head shall communicate the decision to the grievant within ten (10) days. If the department head does not respond within the time limits provided, the grievant may appeal to the next level.
- 15.3.3.4 Within the above time limits either party may request a personal conference.
- 15.3.4 Level IV - Appeal to City Manager
  - 15.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) days of the receipt of the decision at Level III, appeal the decision to the City Manager. The statement shall include a copy of the original grievance, all decisions rendered and a clear and concise statement of the reasons for the appeal.
  - 15.3.4.2 The City Manager shall respond to the grievance in writing within ten (10) days of receipt of the written appeal.
- 15.3.5 Level V - Arbitration
  - 15.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level IV, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City workers. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
  - 15.3.5.2 If either the City or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 15.3.5.1.

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

## ARTICLE 16: EFFECT ON EXISTING PRACTICES

### 16.1 Changes in Personnel Rules and Department Regulations

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



16.2 Effect of Agreement

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

16.3 Existing Practices

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

16.4 Waiver Clause

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

ARTICLE 17: NONDISCRIMINATION

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

ARTICLE 18: MANAGEMENT RIGHTS

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

18.1.1 To set standards and levels of service;

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

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

18.1.4 To direct its workers;

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

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

#### ARTICLE 19: CONCERTED ACTIVITIES

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

## ARTICLE 20: SEPARABILITY

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

## ARTICLE 21: DISCIPLINARY ACTION

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

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

## ARTICLE 22: TRANSFER

### 22.1 Definition

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

### 22.2 Voluntary Transfers as a Result of Posting and Filling Vacancies

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

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

### 22.3 Administrative Transfers

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

22.3.4 If total time of service with the City for two (2) or more workers considered equal is the same, then, as between those workers, the transfer will be determined by a lottery.

22.4 Length of Service Defined

22.4.1 For the purpose of this Article, “length of service” means all hours in paid status including holiday, vacation, and paid leave, but does not include any hours compensated for overtime or standby, military leave, unpaid illness, unpaid industrial accident leave, or hours served as temporary or contract employee in classification other than the classification from which the worker is being transferred.

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

ARTICLE 23: SAFETY

23.1 It is the City’s intention to provide the safest possible equipment and working conditions to the workforce of the City of Menlo Park. Toward that end, the City is committed to making the necessary expenditures to purchase this equipment.

23.2 The Union and the City agree to continue to participate in the City Safety Committee.

ARTICLE 24: CONTRACTING SERVICES

The City shall notify the Union at least sixty days in advance of the effective date of the proposed action to contract services and shall, upon request, meet and confer with the Union regarding the contracting out of any work to an independent contractor which results in the elimination of a 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: FURLOUGHS

The City Council may require up to twenty-one (21) unpaid furlough hours in each fiscal year. Furloughs for employees 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. The furloughs shall be implemented in a fair and equitable manner and with sufficient flexibility to accommodate different operational needs which, in turn, may aid in minimizing the impact on employees.

ARTICLE 26: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including October 31, 2013, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than August 30 of any year, and no later than September 22 of any year, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

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

Dated \_\_\_\_\_

City of Menlo Park

Local 521, S.E.I.U., CTW, CLC

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## MEMORANDUM OF AGREEMENT

In addition to the modifications to the Memorandum of Understanding between Local 521, Service Employees International Union, CTW, CLC and the City of Menlo Park, the parties, having met and conferred agree as follows:

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

This paragraph does not modify the provisions of Section 12.1.3.

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

Dated \_\_\_\_\_

City of Menlo Park

Local 521, S.E.I.U., CTW, CLC

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APPENDIX "A"

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

ACCOUNTANT  
ACCOUNTING ASSISTANT I  
ACCOUNTING ASSISTANT II  
ADMINISTRATIVE ASSISTANT  
ASSISTANT ENGINEER  
ASSISTANT PLANNER  
ASSOCIATE ENGINEER  
ASSOCIATE PLANNER  
BUILDING CUSTODIAN I  
BUILDING CUSTODIAN II  
BUILDING INSPECTOR  
BUSINESS DEVELOPMENT SPECIALIST  
CHILD CARE TEACHER/TITLE 22  
CHILD CARE TEACHER/TITLE 5  
CITY SERVICE OFFICER  
CODE ENFORCEMENT OFFICER  
COMMUNICATIONS OFFICER  
COMMUNICATIONS TRAINING OFFICER  
COMMUNITY DEVELOPMENT TECHNICIAN  
COMMUNITY SERVICE OFFICER  
COMPUTER SUPPORT TECHNICIAN  
CONSTRUCTION INSPECTOR  
DEVELOPMENT SERVICES TECHNICIAN  
ENGINEERING TECHNICIAN I  
ENGINEERING TECHNICIAN II  
ENVIRONMENTAL PROGRAMS COORDINATOR  
EQUIPMENT MECHANIC  
FINANCIAL ANALYST  
GYMNASTICS INSTRUCTOR  
LEAD COMMUNICATIONS OFFICER  
LIBRARIAN I  
LIBRARIAN II  
LIBRARY ASSISTANT I  
LIBRARY ASSISTANT II  
LIBRARY ASSISTANT III  
LIBRARY CLERK  
LIBRARY PAGE  
LITERACY ASSISTANT

Classifications

Page 2

MAINTENANCE I-BUILDING MAINTENANCE  
MAINTENANCE WORKER I-PARKS  
MAINTENANCE WORKER I-STREETS  
MAINTENANCE WORKER I-TREES  
MAINTENANCE I-WATER  
MAINTENANCE II-BUILDING MAINTENANCE  
MAINTENANCE WORKER II-PARKS  
MAINTENANCE WORKER II-STREETS  
MAINTENANCE WORKER II-TREES  
MAINTENANCE III-BUILDING MAINTENANCE  
MAINTENANCE WORKER III-PARKS  
MAINTENANCE WORKER III-STREETS  
MAINTENANCE WORKER III-TREES  
MAINTENANCE III-WATER  
MANAGEMENT ANALYST  
NIGHT CLERK  
OFFICE ASSISTANT I  
OFFICE ASSISTANT II  
OFFICE ASSISTANT III  
PLAN CHECKER  
POLICE RECORDS OFFICER  
POLICE RECORDS TRAINING OFFICER  
PROGRAM ASSISTANT  
PROPERTY AND COURT OFFICER  
RECREATION AIDE  
RECREATION LEADER  
RED LIGHT PHOTO ENFORCEMENT FACILITATOR  
SECRETARY  
SENIOR ENGINEERING TECHNICIAN  
SENIOR LIBRARY PAGE  
SENIOR PLANNER  
SENIOR RECREATION LEADER  
TEACHER'S AIDE  
TRAFFIC ENGINEERING TECHNICIAN I  
TRAFFIC ENGINEERING TECHNICIAN II  
TRANSPORTATION DRIVER  
TRANSPORTATION ENGINEER  
TRANSPORTATION MANAGEMENT COORDINATOR  
WATER QUALITY TECHNICIAN  
WATER SERVICE WORKER

## APPENDIX “C-1”

### CITY OF MENLO PARK DENTAL PLAN

#### ELIGIBLE EMPLOYEES:

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

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

#### DEPENDENTS:

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

Dependents shall be defined under this program as the employee’s spouse and his/her children up to the age to 26 provided they are more than 50% dependent upon the employee for support.

#### DOMESTIC PARTNERS:

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

#### MAXIMUM COVERAGE:

For each six-month period the employee shall be limited to a maximum coverage of \$1,500.00 and each dependent or domestic partner shall be limited to \$750.00 coverage. Payments on claims will be based upon standard fees as determined by the dental committee.

#### REQUEST FOR REIMBURSEMENT:

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

#### TERMINATION OF INSURANCE:

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

#### COVERAGE

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

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

#### EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

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

### HOW IT WORKS

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

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

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

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

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

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

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

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

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

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



#### FORMS PROCEDURE

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

## APPENDIX "C-2"

### CITY OF MENLO PARK VISION PLAN

#### ELIGIBLE EMPLOYEES:

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

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

#### MAXIMUM COVERAGE:

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

#### REQUEST FOR REIMBURSEMENT:

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

#### TERMINATION OF INSURANCE:

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

#### COVERAGE

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

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

### EXCLUSIONS AND LIMITATIONS

Covered vision expenses will not include charges:

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

### FORMS PROCEDURE

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

## APPENDIX "D"

### Menlo Park Labor Management Committee Goal

#### GOAL

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

#### MEETINGS

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

#### PARTICULARS

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

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

Additional meetings may be set with mutual agreement.

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

APPENDIX "E"

[FMLA, CFRA Notices]

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL EMPLOYEES**  
**LOCAL 829**  
**AND**  
**THE CITY OF MENLO PARK**



*District Council 57*  
**AFSCME**

**October 23, 2011 through October 31, 2013**

## PREAMBLE

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

## ARTICLE 1: RECOGNITION

1.1 The Union is recognized as the exclusive representative of the classifications for City workers as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise his/her right of self-representation under Section 3502 of the Government Code.

1.2 Whenever, during the term of this Agreement, a worker is hired or reclassified to a position not contained in Appendix "A" and not contained in any other bargaining unit, his/her eligibility for inclusion in the bargaining unit shall be governed by the satisfaction of the following criteria:

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

1.2.1 Permanent or provisional supervisory classifications that are subject to PERS membership where the worker supervises and signs performance evaluations for one or more permanent positions.

1.3 Section 1.2 shall not apply to any person who is an independent contractor.

1.4 The following groups of workers are not eligible for representation by this bargaining unit:

1.4.1 All police and police management classifications which are contained in other bargaining units;

1.4.2 Members of the Management Team who are not subject to merit system employment procedures or protection;

1.4.3 All non-supervisory classifications which are contained in other bargaining units;

1.4.4 Independent contractors;



- 1.5 On a monthly basis the City shall provide the Union with a listing of all temporary workers on the City payroll. Such listing shall include each temporary worker's department, rate of pay, classification, number of hours worked during the month, and cumulative hours worked.

## ARTICLE 2: UNION SECURITY

- 2.1 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 and give the worker a current copy of the Memorandum of Understanding.
- 2.2 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 month of September, of the year this Memorandum of Understanding expires, by notifying the Union and the Personnel Division by certified mail.
- 2.3 The City shall deduct Union membership dues or insurance fees and any other mutually agreed upon payroll deduction from the biweekly pay of member workers. The dues deduction must be authorized in writing by the worker on an authorization card acceptable to the City and the Union. The City shall remit the deducted dues and other fees to the Union as soon as possible after deduction.
- 2.4 The Union shall indemnify and hold harmless the City from any damage, liability, cost, or attorneys' fees in the event of any action in which the City is named as a party, which action involves the deduction of dues, use of dues after deduction, negligence of the Union regarding said dues or any similar claim.
- 2.5 Upon request from the Union, but not more than once every six (6) months, the City shall supply the Union with a list of the names, addresses, and classifications of all unit workers except those who file written notice with the Personnel Division objecting to 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 which occurred during the previous month. Additionally, once a month the City shall supply to the Union a list, generated by the City, that includes all represented employees, their Department, division and an indication of their membership status.
- 2.6 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.

- 2.7 P.E.O.P.L.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.

### ARTICLE 3: REPRESENTATION

- 3.1 It is agreed that, as long as there is no disruption of work, three (3) 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 before the Personnel Board or similar City agencies. The Union shall designate the three (3) representatives 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. 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 Three (3) Union representatives who are City employees shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Personnel Director.
- 3.4 Three (3) representatives shall be allocated up to two (2) hours time off every other month without loss of pay for purposes of meeting and consulting on matters within the scope of representation, other than formal negotiations.

### 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.

- 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 The Union shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.

### 5.3 Seniority

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

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

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

### 5.4 Order of Layoff

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

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

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

### 5.5 Layoff Procedures

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

based on total time of service with the City. If total time of service with the City is the same, then, as between those two workers, the layoff will be determined by a lottery.

## 5.6 Bumping Rights

- 5.6.1 A permanent employee who is designated for layoff, including a worker on probation following reclassification, transfer, or promotion from a permanent position, may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within his/her department, or another department, provided that in order to displace the worker with less service the laid off worker must have held permanent status in the classification into which he/she is bumping.
- 5.6.2 When a senior employee chooses to bump into a position in a lateral or lower, related classification, said worker must accept the salary, hours, and working conditions of the position to which return is requested.
- 5.6.3 A bargaining unit worker requesting to bump into a classification as provided herein, must make such request to the Personnel Officer in writing within seven (7) calendar days of his/her receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided in this Section 5.6.
- 5.6.4 Nothing herein shall preclude bumping between bargaining units.

## 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 therefor has been received prior to re-employment. Severance pay, if any, shall not be repaid.

## ARTICLE 6: PERSONNEL ACTIONS

### 6.1 Probation

- 6.1.1 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the worker's work, for securing the most effective adjustment of a new worker to a prospective position, and for rejecting any probationary worker whose performance is not satisfactory.
- 6.1.2 During the seventh pay period following employment, the worker shall receive a performance evaluation. Personnel shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the worker and City Manager.
- 6.1.3 All original and promotional appointments shall be subject to a probationary period of six (6) months for unit members. The Personnel

Officer may, based upon the recommendation of the worker's supervisor, extend the probationary period not to exceed six (6) months if the worker marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level. Total absences lasting four (4) weeks or more shall extend the review period by the corresponding duration of the absence.

6.1.4 At least one month prior to permanent appointment the City shall begin to review the work of the probationary employee to determine the following:

- a. certify him/her for the position;  
or
- b. extend the probation;  
or
- c. reject him/her for the position.

The City shall take action on this determination by the last day of the probation period by notifying the worker in writing. If the notification is delayed by more than five working days following the last day of probation, the worker shall become permanent.

6.1.5 If the service of a probationary employee is unsatisfactory, the worker will be notified in writing that he/she has been rejected for the permanent position. Said notice shall contain the reasons for rejection. The Personnel Officer shall, upon request, afford an interview in a timely fashion to the terminated worker for discussion of the reasons for termination. The worker may, upon request, be accompanied by a Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.

6.1.6 A worker deemed unsatisfactory for a position shall return to his/her prior classification and non-probationary status in that classification and to the pay step he/she would have had if not promoted, transferred or voluntarily demoted.

6.1.7 Departments may not shift job assignments as a reason in itself for placing a worker on probationary status.

6.1.8 The parties agree that probationary employees shall have the same rights as other workers under this Memorandum of Understanding, including full and complete access to the grievance procedure, except that workers who do not hold prior permanent status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

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

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

## 6.2 Performance Evaluation

- 6.2.1 The City may, from time to time, develop reasonable guidelines that enable the supervisor to adequately evaluate the worker as to satisfactory job performance. Job performance reviews shall be conducted pursuant to regularly established and announced policies. The guidelines shall be in accordance with the job specifications for the position being reviewed.

- 6.2.2 Personnel evaluations will be given workers at least annually, but normally no more than twice a year, as scheduled by Management. Additional evaluations may be scheduled where there is documented evidence in preceding evaluations of the worker's inability to perform significant duties of the position. Management must complete performance evaluations by the date stated on the job performance form. After signing the evaluation to acknowledge receipt, the worker will have ten (10) working days in which to write a response. Signature of the evaluation will not constitute agreement with its contents.

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

## 6.3 Performance Improvement Plans

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

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



## 6.4 Personnel Files

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

6.4.2 The City shall notify a worker of any adverse material placed in his/her personnel file if that material is or has not previously been reviewed with the worker. The worker shall have a reasonable time and opportunity to comment thereon.

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

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

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

6.4.4 Personnel files of individual workers are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. The City will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment and verification and disclosure of salary range information. Release of more specific information may be authorized in writing.

## 6.5 Promotional Opportunities

6.5.1 Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days (Monday through Friday) prior to closing applications. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job. Where an interview panel is used as part of the examination process, at least one member of that panel shall be a person who is not employed by the City, unless there is a compelling organizational reason why such a person cannot be on the panel.

6.5.2 Members of the bargaining unit who are permanent employees applying for promotional opportunities and who meet the minimum qualifications for the position will be considered and 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.

6.5.4 In the event a temporary employee is appointed to the position being temporarily occupied, the total hours worked prior to the date of appointment shall be totaled and divided by the permanent hours per week, and the date of hire adjusted to reflect the time served as a temporary employee. The adjusted date of hire will be recognized for purposes of seniority, vacation, and salary advancements.

## 6.6 Reclassification

6.6.1 During the term of this Agreement, the City shall notify the worker concerned in case of contemplated change in job content as contained in the classification descriptions which were in effect at the beginning of the Agreement. The Union shall be notified in advance of any contemplated changes in classification descriptions and such changes shall be discussed with the Union, provided that the City shall have the final decision regarding job content. The Union shall be given a reasonable opportunity

to meet and confer on the impact of any such changes on matters within the scope of representation.

- 6.6.2 Once each year, during the month of January, a worker may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description. The request must contain justification. A statement by Management that a job re-evaluation request will be submitted with the departmental 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 the first pay period of the fiscal year.

If the worker receives a favorable recommendation for reclassification prior to the first pay period of the fiscal year, he or she will receive pay for working out of classification under Section 7.8.

During the term of this Agreement, the Union shall coordinate submission of job re-evaluation requests. During the 2012 and 2013 January window periods, the City shall not be obligated to approve more than two job re-evaluation request in each period, and shall consider input from the Union in the approval of such requests.

- 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.

## 6.7 Garnishments

- 6.7.1 In the event the City must garnish employee wages more than once in a two (2) year period, the City will deduct from the employee's wages, administrative fees of Twenty-Five Dollars (\$25.00) for setting up the garnishments and Five Dollars (\$5.00) for each garnishment deduction.

6.8 Recruitment

6.8.1 In cases where a worker has vacated an authorized position within the unit, the City shall, under normal economic conditions, advertise the position or otherwise begin the recruitment process within thirty (30) working days.

6.9 Re-employment – Voluntary Separation

Any worker who voluntarily terminates employment and is rehired within twelve months of the date of separation from the City shall have their accrual rates adjusted to the levels achieved prior to separation, except that the time in which the worker was not employed by the City shall not be counted. In addition, all leave balances not paid out upon separation shall be restored to the levels appearing on City records as of the date of separation, except for floating holiday which will not be restored for the remainder of the calendar year in which the separation occurred.

For all other purposes, the time in which the worker was not employed by the City will be treated in the same manner as an unpaid leave of absence.

Re-employment of any worker within the twelve (12) month period is at the sole discretion of the City. If the City decides not to re-employ the former employee, the decision of the City shall be final and not be subject to appeal or to the grievance procedure.

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Salary Schedule

The salary schedule for workers in the representation unit shall be as set forth in Appendix “B” to this Agreement.

There shall be no adjustment to the salary schedule during the term of this Agreement.

7.2 Step Increases

Merit advances from the first salary step to the second salary step shall be granted at six (6) months intervals and between second and subsequent steps at one (1) year intervals if the affected worker has demonstrated continued competent service.

Workers who are hired in at Steps B, C or D, or are promoted and placed at Steps B, C or D will be eligible for their next step increase in six (6) months. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall

be effective on the first day of the payroll period in which the time requirements have been met.

During the term of this Agreement, the parties agree to discuss, in an informal manner, alternatives to the merit pay system and related step increases, which may include exploration of various pay for performance systems, as well as ways in which to recognize certificates, advanced degrees and other career achievements. Such discussions may lead to an alternative pay system that would be implemented in lieu of the current system detailed in Sections 7.2 and 7.3 of this Memorandum of Understanding. If both parties agree to such a system during the term of this agreement, the change shall be documented by side letter with the intent of including it in subsequent contracts. Nothing in this section shall commit either party to making a change to the current system during the contract term.

### 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, the worker shall be placed on the first step in the new salary range, or on the step which provides for a minimum five percent (5%) increase in salary, whichever is greater, not to exceed the top step of the new 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 Director on the basis of a proficiency test developed and administered by the City.

7.5.3 Bilingual skills shall not be a condition of employment except for workers who are hired specifically with that requirement. If a worker is hired under this provision, that requirement shall be included in the initial appointment letter.

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

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

7.6 Call Back Pay

7.6.1 Any worker who is required by the City to work on a day when the worker has not been scheduled, or any worker called back to work after the completion of a regular work day for that worker, shall be entitled to a minimum of two (2) hours of compensation at one and one-half times their regular rate of pay.

7.6.2 Payment for call back may be at the cash rate specified in Section 7.6.1 above or in compensatory time off at the rate of one and one-half hours for each hour worked, at the worker's option. Prior to the end of the pay period, the worker shall designate, on the appropriate City form, his/her choice of either compensation at one and one-half times their regular rate of pay 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 Ten Cents (\$3.10) per hour for each hour the worker is assigned to standby duty.

## 7.8 Working Out of Classification

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

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

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

- 7.8.1.2 The step within the range of the higher classification will be the step at which the worker would be paid if permanently appointed to that classification, but in no event less than five percent (5%).

- 7.8.2 Management shall designate the division or department assignment for anticipated absences of forty (40) consecutive hours or more.

Workers who have been designated by Management to cover division or department operations in place of Management Staff for forty (40) consecutive hours or more shall receive a five percent (5%) differential.

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

7.9 Advance of Vacation Pay

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

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

7.10 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.

The Communications and Records Supervisor 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.

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

7.12 Prorating of Special Adjustment

Workers who promote into the unit during the year who have accumulated hours toward the annual special adjustment paid to non-management workers will receive the adjustment for those accumulated hours. The hourly rate used in calculating the special adjustment amount shall be at the range and step the employee was at when



they promoted into the unit. The amount shall be paid at the same time it is paid to non-management workers.

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

If any worker terminates their employment with the City prior to when the special adjustment is paid out, they shall not be entitled to the prorated amount.

## ARTICLE 8: HOURS AND OVERTIME

### 8.1 Hours of Work

#### 8.1.1 Regular Work Schedules

- a. The regular work schedule for all workers except those on a flexible schedule such as a 4/10, 9/80 or 12 hour schedule, shall consist of forty (40) hours within a seven (7) day work week and is five consecutive days served in units of eight (8) hours. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- b. A 4/10 work schedule shall be four (4) days served in units of ten (10) hours within a seven (7) day work week. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.
- c. A 9/80 work schedule shall be nine (9) days served in one (1) unit of eight (8) hours and eight (8) units of nine (9) hours over a two week pay period. For this schedule, the workweek consists of a consecutive, one hundred sixty-eight (168) hour period, the start of which can vary per worker based on their assigned schedule.
- d. A twelve hour schedule shall be seven (7) days served in six (6) units of twelve (12) hours and one (1) unit of eight (8) hours over a pay period. For this schedule, the work week conforms to a 7(b) schedule under the Fair Labor Standards Act.

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

8.1.3 Lunch Periods. All workers working a work shift of six (6) hours or more, shall observe an unpaid lunch period of not less than thirty (30) minutes

nor more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the department head.

- 8.1.4 Rest Periods. One (1) fifteen (15) minute rest break with pay shall be provided to unit members for each four (4) hours of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day as part of a regular schedule.

## 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 seven day work week.
- b. Overtime for workers working a twelve hour work schedule under a 7(b) work period is as specified under the Fair Labor Standards Act.

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

- 8.2.2 Modified Schedules. At the request of either the worker or department head, the department head may approve a schedule of more than eight (8) hours per day without overtime compensation. Workers shall not be assigned irregular hours to avoid overtime.-Such a work schedule must be consistent with the regular work schedules defined in Section 8.1.1.

- 8.2.3 Overtime. Overtime may be assigned on a required basis or requested by the worker and approved by the department head. Overtime shall be compensated at the rate of one and one-half (1.5) times the worker's regular rate of pay or in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, at the worker's option.

- 8.2.4 Compensatory Time. A worker may accumulate a maximum of eighty (80) hours of compensatory time, except that the Public Works Department workers on the callback list may accumulate one hundred twenty (120) hours of compensatory time and the Communications and Records Supervisor may accumulate one hundred sixty (160) hours of compensatory time. Compensatory time may be used when the services of a worker are not needed for the efficient functioning of his/her department, and must be approved in advance by the department head. Once a worker has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

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

### 8.3 Work Schedule

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

### 8.4 Library Work Schedule

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

## ARTICLE 9: UNIFORMS

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

9.2 Communications and Records Supervisors shall receive Six Hundred Dollars (\$600.00) per year uniform allowance. The City will provide uniform jackets for City Service Workers whose work is primarily outdoors. Jackets that are worn or damaged in the course of work will be routinely replaced by the City. It will be the employee's obligation to replace lost or misplaced jackets.

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

9.3 On presentation of appropriate receipts, the City shall reimburse workers who are required by the City to wear safety shoes/boots for up to Two Hundred Eighty-Five Dollars (\$285.00) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Workers in the Public Works Department assigned to the tree crew shall be reimbursed for up to Three Hundred Forty Dollars (\$340.00) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Shoe repair and resoling are reimbursable under this provision. Shoes/boots purchased under this provision are for the use of the worker exclusively.

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

9.5 The City shall reimburse the Fleet Supervisor in the Maintenance Division who, as a condition of employment, is required to provide his or her own tools and equipment. Reimbursement will be made for tools that the worker selects to purchase, or for tools required to be added to the inventory in order to carry out his or her duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The City shall reimburse a maximum of one thousand dollars (\$1,000.00) per fiscal year. The reimbursement shall be administered in accordance with Maintenance Division policy.

## ARTICLE 10: HOLIDAYS

### 10.1 Fixed Holidays

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

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

10.1.1 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.

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

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

## 10.2 Floating Holiday Time

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

The following conditions will apply to such floating days off:

- 10.2.1 Workers shall request a floating day off in accordance with normal vacation time off request procedure. In cases of conflicting requests for the same day made at the same time, length of service shall govern who receives the day off.
- 10.2.2 Floating days off must be used during or prior to the end of the first pay period of the following year in which it was credited or be forfeited.
- 10.2.3 If a worker fails to take a day off as scheduled, the day off so scheduled will be forfeited, unless a mutually agreeable alternative day off is arranged.
- 10.2.4 Any floating day off for workers who work less than full-time or less than a full year shall be prorated on the basis of hours worked as compared to full-time employment.
- 10.2.5 Floating holiday balances remaining at the time of separation will be forfeited. Employees who are laid off shall be permitted to exhaust their floating holiday balance prior to layoff.

## ARTICLE 11: VACATIONS

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

11.1.1 For full-time workers:

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

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

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

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

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

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

## 11.2 Effect of Probationary Period

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

## 11.3 Maximum Accrual

Vacation may be accrued up to a maximum of three hundred thirty-six (336) hours for full time workers, and a prorated amount for permanent part time workers. After reaching said maximum, the worker must take time off or accrual will be frozen. Upon separation, there will be no payment for hours in excess of the maximum accrual

## 11.4 Scheduling

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

## 11.5 Payment on Separation or Leave

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

## 11.6 Cashout Provision

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

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

## 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, and a proportional equivalent for part-time employees.

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

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

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

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

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

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

12.1.4 Award for Non-Use. Workers who are employed the entire fiscal year with no interruptions in service and, as of June 30 of each year have taken no more than eight (8) sick leave hours during the course of the year, will receive an award of twenty four (24) hours of sick leave or twelve (12) hours of compensatory time off, as specified by the worker. Workers who have taken sixteen (16) hours of sick leave will receive sixteen (16) hours of sick leave or eight (8) hours of compensatory time off. Employees who have taken twenty four (24) hours of sick leave will receive eight (8) hours of sick leave or four (4) hours of compensatory time off. Any fractional usage of sick leave shall be rounded up to the next day.

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

Effective July 1, 2012, award for non-use will be discontinued.

12.1.5 Compensation for Accumulated Sick Leave.

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

12.1.5.2 Retirement. A worker who retires under PERS from the City may elect to receive cash compensation for fifteen percent (15%) of his or her accumulated sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, based upon the worker's rate of pay on his or her last day of paid service to the City. If the worker was hired by the City prior to October 23, 2011, he or she may alternately convert their sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, to retirement health credits at the rate prescribed in Section 12.1.5.3. Workers may combine any of the above two options.

12.1.5.3 A worker with a minimum of five (5) years of continuous service hired by the City prior to October 23, 2011 may elect to convert accumulated sick leave to retirement health credits upon retirement from the City according to 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.

- 12.1.5.4 Layoff. A worker hired by the City prior to October 23, 2011 may, upon layoff, after the health insurance benefit paid under Section 5.8.1 has been exhausted, convert up to a maximum of forty-eight (48) hours of the worker's accrued sick leave balance to retirement health credits at the rate prescribed in Section 12.1.5.3. If laid off with fifteen (15) or more years of continuous service, a worker may elect to receive compensation for up to fifteen percent (15%) of his/her accumulated sick leave balance up to a maximum of five hundred (500) hours, and may combine such option with the retirement health credit conversion described in this subsection if hired by the City prior to October 23, 2011, provided he/she has sufficient accumulated sick leave to do so. Under the compensation option, payout shall be based on the worker's rate of pay on his/her last day of paid service to the City.
- 12.1.6 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.
- 12.1.7 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.
- 12.1.8 Dental Coverage. Workers who qualify for the retirement health credit conversion may elect dental coverage at the rate of one-half (.5) unit for every month of paid dental insurance.
- 12.1.9 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, thus partially ameliorating the financial impact of the illness, injury or condition.

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

The Personnel Division will discuss with AFSCME or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Personnel Division and Personnel will process the contribution list in the order established. Any worker shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick leave balance to another full-time or permanent part-time worker in the City who is suffering from a catastrophic illness and has exhausted his or her own sick leave, provided, however, they have maintained a positive sick leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

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

## 12.2 Long Term Disability

- 12.2.1 Should any illness or injury extend beyond thirty working (30) days, the City will insure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits, and to the accrual of vacation time. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker would officially cease being an employee and receive no further entitlements beyond the 66.67 percent salary requirement as provided in this Section 12.2.
- 12.2.2 If a worker terminated after 365 calendar days from the date of illness or injury in compliance with 12.2.1 above, is medically certified to return to work within twenty-four (24) months of the termination date, the worker may request re-employment with the City. The worker's request for re-employment shall be accompanied by a physician's statement certifying the types of duties the worker is able to perform. This re-employment situation shall be conducted in accordance with Section 5.7. However, this re-

employment status does not take precedence over workers on a re-employment list due to layoffs.

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

Workers who have a sufficient amount of sick leave time may, at the worker's option, supplement long-term disability benefits by using sick leave to make up the difference between the 66.67 percent salary payment and full salary during the first ninety (90) calendar days of the illness or injury.

### 12.3 Personal Business Leave

- 12.3.1 A worker shall be entitled to a maximum of three (3) days per year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave, and shall apply toward Section 12.1.4 Award for Non-Use.
- 12.3.2 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding or leave to care for a member of the immediate family who is ill or injured.
- 12.3.3 A worker shall notify the department head two (2) days before taking this leave, unless an emergency exists which prohibits the worker from providing such advance notice.
- 12.3.4 Workers shall complete an absence affidavit which shall verify that the worker's use of leave was for personal business of urgent and compelling importance or leave to care for a family member as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.
- 12.3.5 At the discretion of the supervisor, a worker may also use vacation, compensatory time off or floating holiday time to cover absences of an emergency nature. No request shall be unreasonably denied.

## 12.4 Leave Without Pay

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

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

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

12.4.2 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.

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

12.4.4 During unpaid leaves of absence, the worker may elect to use accrued vacation time.

## 12.5 Jury Duty and Subpoenas

12.5.1 A worker required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the worker remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

12.5.2 This leave of absence with pay shall extend to workers' whose regular shift is a shift outside of the hours of 8:00 A.M. to 5:00 P.M., so that such workers shall not be required to work their regular shift on a day in which they perform jury duty or respond to a subpoena.

12.5.3 When a worker returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not a worker shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

## 12.6 Military Leave

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

## 12.7 Bereavement Leave

A worker with six (6) months or more service shall be allowed regular pay for not more than 24 hours (or a prorated amount for permanent part time workers) when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to mother, stepmother, father, stepfather, mother-in-law, father-in-law, grandmother, grandfather of the worker, or spouse, brother, stepbrother, sister, stepsister, domestic partner or dependent of the worker.

To qualify for bereavement leave in the event of the death of a domestic partner, the worker must have filed a declaration of domestic partnership with the Personnel Department.

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

## 12.8 Maternity Leave of Absence Without Pay

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

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

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

leave is to begin. Such notice shall include the tentative dates on which the leave shall begin and end.

12.8.2.2 Within thirty (30) days of the beginning of the maternity leave, the worker shall submit to the Personnel Officer the specific date she intends to begin the leave, accompanied by her physician's written statement attesting to the worker's ability to continue performing the full schedule of her duties and responsibilities. She shall continue on active duty until the specific date providing she performs the full duties and responsibilities of her position and furnishes additional health statements from her physician upon reasonable request.

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

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

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

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

## 12.9 Leave for Pregnancy Disability

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

12.9.2 Workers are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave had been exhausted. The date on which the worker shall resume duties shall be determined by the worker on leave and the worker's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the City.

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

#### 12.10 Parental Leave

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

#### 12.11 Miscellaneous Leave Provisions

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

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

12.11.3 For any unpaid leave of absence the worker may elect to continue insurance coverage for up to the duration of his/her leave of absence at his/her own expense.

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

12.11.5 The Personnel Officer and his/her designee will designate the specific beginning and ending dates to meet the needs of the worker and the City, which shall not be less than four weeks nor exceed one unpaid year.

12.11.6 At the specified date for return to duty from unpaid leave, if the worker has been disabled, the worker's notice of intention to return to duty shall be accompanied by a physician's statement certifying that the worker is medically qualified to assume full duties and responsibilities. If a worker is not medically qualified to assume full duties, on the date specified in Section 12.11.5, he/she shall be granted leave accumulated in accordance with Section 12.1.1 but shall not be entitled to any other benefits.

12.11.7 At the conclusion of a leave of absence for any disability the worker may be required to submit a physician's statement certifying that he/she is medically qualified to resume work.

12.11.8 Leaves shall not be unreasonably denied.

12.11.9 All provisions of this Article shall be administered in conformance with the Family and Medical Leave Act and State Law.

## 12.12 Educational Leave and Tuition Reimbursement

12.12.1 The City shall contribute Four Thousand Dollars (\$4,000.00) annually on July 1st of each year to AFSCME educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books and curriculum fees incurred by a worker, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Programs must be approved in advance. Workers wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit. Payment from this fund shall be made on a tax-exempt basis only where the expenses are from educational expenses directly related to the worker's current employment, as defined by IRS law.

12.12.2 Workers may request an advance of funds subject to the approval of the Personnel Officer. Advances may be granted for tuition, books and other curriculum fees in exchange for a repayment agreement in the event advances are not supported or courses are not satisfactorily completed as indicated by a grade of "C" or better. The worker may not elect to take a "pass-fail" grade if the letter system of grading is offered.

12.12.3 All workers assigned by the City to attend meetings, workshops, or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such workshops, meeting and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the worker's allowance or the annual tuition reimbursement.

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

12.12.4 Claims for qualified expenditures shall first be reimbursed to an individual maximum of seven hundred dollars (\$700) per fiscal year. After payment of all such claims, on June 30, should there be unused funds remaining in this fund, qualified claims in excess of seven hundred dollars (\$700) already paid, and received no later than



July 15 of that year, shall be reimbursed on a pro-rata basis not to exceed a total annual individual reimbursement of Two Thousand Five Hundred Dollars (\$2,500).

12.12.5 The City will reimburse expenses for fees incurred by a worker, for courses completed in stress management, self defense, conflict resolution, and time management from this fund. Participation is limited to One Hundred Fifty Dollars (\$150.00) per worker per year, with a maximum for all such claims of Five Hundred Dollars (\$500.00) for the fiscal year.

12.12.6 Any unused balance in the fund remaining at the end of the fiscal year shall be added to the subsequent year's fund allotment, except that, upon implementation of this Agreement, provided the fund balance exceeds Eight Thousand Dollars (\$8,000), up to Four Thousand Dollars (\$4,000) shall be transferred to the dental and vision fund to provide additional funding for dental and vision claims during the term of this Agreement. At the end of each claims period, and after the status of the claims have been determined, the City shall provide the Union with that information and the Union, within five (5) days, will advise the City on how much of the Four Thousand Dollars (\$4,000) shall be transferred to the dental fund.

#### 12.13 Health Savings Account

The parties agree to meet during the term of this Agreement to discuss the possible establishment of a Health Savings Account (HSA) that would be totally funded by employee contributions. Any plan developed as a result of these discussions would be subject to approval by the City Council. Nothing herein shall be deemed to commit the City to provide a Health Savings Account.

### ARTICLE 13: BENEFIT PROGRAMS

#### 13.1 Medical

13.1.1 The City shall continue the existing coverage for medical insurance plans for workers through the term of this Agreement.

13.1.2 Each active and each retired worker shall receive a City contribution equal to the minimum employer contribution for agencies participating in the Public Employees' Medical and Hospital Care Act (PEMHCA).

13.1.3 Each active worker shall be allocated an amount, inclusive of the City contribution specified in Section 13.1.2, to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each worker according to the health benefits selected, as follows:

\$1,646.33 per month	- family coverage
\$1,281.02 per month	- two-person coverage
\$625.51 per month	- single coverage
\$186.88 per month	- no coverage

13.1.4 Effective with the implementation of plan year 2012 and thereafter, each active worker shall be allocated an amount, inclusive of the City contribution specified in Section 13.1.2, to be used to purchase qualified benefits as described in this Section. The amount shall be allocated to each worker according to the health benefits selected, as follows:

\$1,681.50 per month	- family coverage
\$1,296.55 per month	- two-person coverage
\$648.26 per month	- single coverage
\$186.88 per month	- no coverage

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

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

13.1.6 Workers 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 toward the retiree's worker only health care premium once the worker has exhausted the sick leave conversion to retiree health credits under Section 12.1.5.3. This reimbursement shall be in addition to the minimum employer contribution for agencies participating in the Public Employees' Medical and Hospital Care Act (PEMHCA). This section shall not apply to workers hired in a permanent classified position in this unit after October 23, 2009.

13.1.7 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 13.1.6.

13.1.8 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.

- 13.1.9 Each worker must enroll in an available PEMHCA health insurance plan or demonstrate that he or she has health insurance coverage that is at least eighty percent (80%) comparable overall to a PEMHCA plan in order to receive cash back under Section 13.1.5 (e).
- 13.1.10 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 health 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.
- 13.1.11 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. The City shall meet and confer with the Union prior to contracting with the alternative provider, consortia or group. However, the Union will have the option to remain in the PEMHCA program.

## 13.2 Dental and Vision

- 13.2.1 The City shall contribute One Hundred Fifty Five Dollars (\$155.00) per worker per month to the City’s self-insured dental and vision program.

Effective January 1, 2012, the City shall contribute One Hundred Seventy Five Dollars (\$175.00) per worker per month to the City’s self insured dental and vision plan.

- 13.2.2 For purposes of dental reimbursement, the dental claims periods shall run from January 1 to June 30 and from July 1 to December 31. The maximum reimbursement for any claims period shall not exceed One Thousand Four Hundred Dollars (\$1,400.00) for a worker and Seven Hundred Dollars (\$700.00) for a worker’s dependents or domestic partners. The maximum claim for vision shall not exceed Five Hundred Dollars (\$500.00) annually for any worker and Two Hundred Fifty Dollars (\$250.00) annually for a worker’s dependents or domestic partners. Effective with the dental claim period beginning January 1, 2012, the maximum reimbursement for any claims period shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) for a worker and Seven Hundred Fifty Dollars (\$750.00) for a worker’s dependents or domestic partners.

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

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

### 13.3 Plan Descriptions

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

### 13.4 City Recreation Programs

- 13.4.1 The City shall contribute Five Thousand Six Hundred Dollars (\$5,600.00) annually on July 1 each year to the AFSCME recreation reimbursement fund. The worker may request a recreation voucher from the Personnel Division for fees incurred by the worker and/or his/her dependents for participation in recreation programs run by the City's Community Services Department. The processing of the voucher shall be on a first come first served basis. Vouchers must be submitted to the Personnel Division during the fiscal year the expense was incurred. Such payments shall be made on a tax-exempt basis only where the employee and/or the dependent is enrolled on a space available basis, as defined by IRS law. The worker shall be subject to a maximum reimbursement of Six Hundred Dollars (\$600.00) for fees incurred during the first six months of the fiscal year, and a total of One Thousand Dollars (\$1,000.00) total in any entire fiscal year.
- 13.4.2 In the event that there are unused funds remaining in the recreation reimbursement fund on June 30 of any year, the funds shall be applied to the City's self insured dental program for this unit.

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

13.5 City Child Care Programs

The City shall contribute Eight Thousand Dollars (\$8,000.00) on July 1 of each year to the AFSCME Child Care reimbursement fund, and there shall be a One Thousand Two Hundred Dollar (\$1,200.00) maximum amount available to any individual employee, reimbursable at the rate of One Hundred Dollars (\$100.00) per month for as long as funds are available. These funds may be used to reimburse a worker for child care provided by any licensed child care provider or put toward the cost of any City run child care program in advance of actual enrollment in that program. Participants in this program will not be allowed to claim family members or any other care givers who are not licensed child care providers.

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

In the event that there are unused funds remaining in the City Child Care Fund on June 30 of any year, the remaining money shall be prorated toward claims in excess of One Thousand Two Hundred Dollar (\$1,200.00) annual maximum, up to a total reimbursement of Two Thousand Dollars (\$2,000.00) for any fiscal year.

Any remaining money in the fund after the proration is applied shall be carried over and applied to the subsequent year's Child Care reimbursement fund.

13.6 Employee Assistance Program

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

13.7 Life Insurance

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

ARTICLE 14: RETIREMENT

14.1 Retirement benefits for employees hired by the City prior to October 23, 2011 shall be those established by the California Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

- 14.2 Effective as soon as a contract amendment with CalPERS can be processed, retirement benefits for new employees hired by the City shall be those established by the California Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.0% at age 60 formula, highest three years.
- 14.3 The City shall pay none of the employee's contribution to CalPERS. The full unit member's contribution shall be deducted from the unit member's pay by the City and forwarded to CalPERS in accordance with the rules and regulations governing such contributions.
- 14.4 The City will continue to apply Internal Revenue Code 414 (h)(2) on the employee's contribution to CalPERS.
- 14.5 Beginning with fiscal year 2011-12, should the employer rate rise above 15.850%, the increase shall be shared equally between the employee and the employer. As an example, if the employer rate for 2011-12 is 16.000%, the City shall pay 15.925% and the employee shall pay 8.075% (inclusive of the 8.000% fixed employee contribution).

## ARTICLE 15: GRIEVANCE PROCEDURE

### 15.1 Definitions

#### 15.1.1 A grievance is defined as:

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

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

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

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

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

## 15.2 General Provisions

- 15.2.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 15.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except that this provision shall not apply to grievances challenging discipline imposed by the City under Article 21 of this Memorandum.
- 15.2.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 15.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the City may extend any time deadline by mutual agreement.
- 15.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants.
- 15.2.6 Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
- 15.2.7 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to advisory arbitration and is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.
- 15.2.8 Failure of a unit member to file a grievance over an adverse action which constitutes a "grievance" as defined herein shall not constitute a waiver of other unit members' rights to file future grievances involving the same or similar adverse actions.
- 15.2.9 The City and Union may agree to consolidate grievances at Level III and beyond.

### 15.3 Procedure

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

#### 15.3.1 Level I - Informal Resolution

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

#### 15.3.2 Level II - Formal Written Grievance

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

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

15.3.2.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the



grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

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

### 15.3.3 Level III - Appeal to Department Head

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

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

- a) name, classification, and supervisor of grievant;
- b) a description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance; and
- c) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

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

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

### 15.3.4 Level IV - Appeal to City Manager

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

decisions rendered and a clear and concise statement of the reasons for the appeal.

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

15.3.5 Level V - Arbitration

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

15.3.5.2 If either the City or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 15.3.5.1.

15.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

15.3.5.4 The City and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the City or the administration to do an act prohibited by law.

- 15.3.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award. In situations where a termination is being arbitrated, the parties shall endeavor to conclude the hearing within sixty (60) days of the request for arbitration, and the written arguments shall be due within fourteen (14) days of the mailing of the transcripts.
- 15.3.5.6 The arbitrator shall make a final and binding determination.
- 15.3.5.7 The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

## ARTICLE 16: EFFECT ON EXISTING PRACTICES

### 16.1 Changes in Personnel Rules and Department Regulations

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

### 16.2 Effect of Agreement

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

### 16.3 Existing Practices

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

### 16.4 Waiver Clause

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

## ARTICLE 17: NONDISCRIMINATION

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

## ARTICLE 18: MANAGEMENT RIGHTS

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

- 18.1.1 To set standards and levels of service;
- 18.1.2 To determine the procedures and standards of selection for employment and promotions;
- 18.1.3 To assign workers, including bargaining unit members, to do station maintenance, repair, painting and similar work;
- 18.1.4 To direct its workers;
- 18.1.5 To determine the methods and means to relieve its workers from duty because lack of funds or other lawful reasons;
- 18.1.6 To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on work load and safety and any other matter within the scope of representation;
- 18.1.7 To determine methods of financing;
- 18.1.8 To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- 18.1.9 To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- 18.1.10 To make all decision relating to merit, necessity or organization of City Service;

- 18.1.11 To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline workers in accordance with applicable laws;
  - 18.1.12 To establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
  - 18.1.13 To take necessary actions to carry out its mission in emergencies; and
  - 18.1.14 To exercise complete control and discretion over its organization and the technology of performing its work.
  - 18.1.15 To take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities.
- 18.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.
- 18.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

#### ARTICLE 19: CONCERTED ACTIVITIES

- 19.1 As used in this Article 19, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.
- 19.2 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs City operations by the Union or by its officers, agents or members. The Union agrees that

neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operations by any other non-unit employees or members of other employee associations or groups.

- 19.3 Furthermore, the Union agrees that the provisions in this Article 19 are enforceable by the City in a Court of law. The City may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.
- 19.4 It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the City Council.
- 19.5 Nothing herein shall be deemed to limit the remedies available to the City in dealing with concerted activities as described hereinabove.

#### ARTICLE 20: SEPARABILITY

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

#### ARTICLE 21: DISCIPLINARY ACTION

- 21.1 For just cause, the City has the right to discipline, demote, or discharge permanent workers for unsatisfactory work or conduct. Disciplinary action, if taken must be acted upon within forty-five (45) days of the date of discovery of the basis for the discipline unless the City demonstrates that at the end of the forty-five (45) day period, it was engaged in an active, ongoing investigation of the allegations. In such cases, disciplinary action must be taken within ten (10) days of the completion of the investigation.
- 21.2 Non-probationary workers whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion or discharge. Reprimands shall not be subject to the arbitration provisions of Article 15, Grievance Procedure.

21.3 Notice of disciplinary action must be in writing and served on the worker in person or by registered mail prior to the disciplinary action becoming effective. The notice must be filed on a timely basis with the Personnel Officer and included in the worker's personnel file. The notice of disciplinary action shall include:

- 21.3.1 Statement of the nature of the disciplinary action;
- 21.3.2 Effective date of the action;
- 21.3.3 Statement of the reasons for the proposed action;
- 21.3.4 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based; and
- 21.3.5 Copies of any documents or other items of evidence upon which the disciplinary action was fully or in part based.
- 21.3.6 In all cases of disciplinary action, the notice shall include a statement advising the worker of his/her right to grieve such action and the right to Union representation.
- 21.3.7 In cases of demotion, discharge, or suspension of five (5) days or more of workers in permanent status at the time of the discipline, the notice shall include a statement of the worker's right to respond, either orally, at a meeting requested by the worker, or in writing. The opportunity to respond shall be afforded prior to the action becoming effective, but the worker must respond no later than five (5) days after receipt of notice of disciplinary action. If the worker has been removed from the job during such five (5) days period, the worker must contact the Personnel Division daily. A hearing, if requested, shall be scheduled and held as soon as possible but in no event later than thirty (30) days after receipt of notice of disciplinary action.

In cases of suspensions of less than five (5) days, the opportunity to respond as stated above shall normally occur prior to the action becoming effective. If the opportunity to respond is not afforded prior to the effective date, such right shall occur during or immediately after the suspension.

- 21.3.8 Nothing herein shall prohibit the Union from discussing the issue of a time limit on the duration in which the disciplinary action will remain in the worker's personnel file, however, by entering into such discussions, there shall be no commitment on the part of the City to agree to a time limit.

## ARTICLE 22: TRANSFER

### 22.1 Definition

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

### 22.2 Voluntary Transfers as a Result of Posting and Filling Vacancies

22.2.1 A “vacancy” is a new position, an opening arising from a resignation, retirement, or termination, any position to which a worker is not assigned or which is not committed for purposes of leaves, unresolved administrative transfers or layoffs.

22.2.2 Notices of vacancies shall be posted for at least five (5) working days on the bulletin board in the City’s administrative offices. Such notices shall be posted as soon as the City determines that a vacancy exists and shall include the position description, location, and other special requirements. A copy of the vacancy notice shall be forwarded to the Union President and a second copy shall be forwarded to the Union office.

22.2.3 The request for transfer will be sent to the Personnel Officer with a copy to the Department Head. A conference shall be held at the request of the worker or the Personnel Officer in order to discuss the request.

22.2.4 For purposes of selection between two or more workers requesting transfer to a vacant position, the City shall consider the training experience, competencies, length of service in the City, past evaluations, and qualifications of each worker.

22.2.5 When the City has considered two or more workers requesting a transfer to a vacant position to be relatively equal on the basis of training, experience, competence, past evaluations, and qualifications, the worker with the most City-wide seniority shall be selected for transfer to the vacant position.

22.2.6 The City shall notify the worker requesting transfer, in writing, of the City’s acceptance or denial of the request. The City shall provide written reasons for not granting the transfer request upon the request of the worker. Transfer requests shall be acted upon prior to filling positions by promotion or outside applicants.



22.2.7 Only one (1) voluntary transfer may be granted per worker in any one (1) year period.

### 22.3 Administrative Transfers

22.3.1 An administrative transfer may be initiated by the Personnel Officer or his/her designee and shall be based exclusively on the work related special needs of the City and/or welfare of the workers involved and will not be for punitive or capricious reasons.

22.3.2 In the event that circumstances require that a worker be transferred on an administrative basis, the worker and the Union shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Personnel Officer regarding the proposed transfer.

22.3.3 For purposes of selecting which worker shall be administratively transferred in order to meet the needs of the City, the City shall consider the training, experience, competencies, length of service in the City, past evaluations, qualifications, and current classification of each worker considered. All things being relatively equal, the worker with the least City-wide seniority will be transferred.

22.3.4 If total time of service with the City for two (2) or more workers considered equal is the same, then, as between those workers, the transfer will be determined by a lottery.

### 22.4 Length of Service Defined

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

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

ARTICLE 23: SAFETY

23.1 It is the City's intention to provide the safest possible equipment and working conditions to the workforce of the City of Menlo Park. Toward that end, the City is committed to making the necessary expenditures to purchase this equipment.

23.2 The Union and the City agree to continue to participate in the City Safety Committee.

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including October 31, 2013, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than ninety (90) days prior to the expiration or subsequent contract anniversary and no later than sixty (60) days prior to the expiration or subsequent contract anniversary, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

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

Dated: \_\_\_\_\_

City of Menlo Park

Local 829, A.F.S.C.M.E., AFL-CIO

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\_\_\_\_\_

\_\_\_\_\_  
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MEMORANDUM OF AGREEMENT

In addition to the modifications to the Memorandum of Understanding between American Federation of State, County and Municipal Employees, Local 829, AFL-CIO and the City of Menlo Park, the parties, having met and conferred agree as follows:

1. Workers who are receiving a two and one-half percent (2.5%) premium in place of special merit will continue to receive the two and one-half percent premium.
2. To apply for all Departments, except for urgent and compelling reasons, workers who are ill will not be called at home when calling in absent. They shall call daily unless they have submitted a doctors note stating length of absence. They may call in early and leave word with any supervisor stating the following:
  - A. Non-detailed nature of illness.
  - B. Estimated length of absence.
  - C. Any necessary information about work which needs attention during the workers' absence.

This paragraph does not modify the provisions of Section 12.1.3.

3. The parties agree to the Menlo Park Labor Management Committee as outlined in Appendix D.
4. The City agrees to meet and confer with the Union over the job specifications on all unit positions impacted by the need for water distribution and treatment certification and appropriate compensation for such duties.

Dated \_\_\_\_\_

City of Menlo Park

A.F.S.C.M.E., Local 829, AFL-CIO

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\_\_\_\_\_

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 829, AFL-CIO

BELLE HAVEN FAMILY SERVICES PROGRAM MANAGER  
BRANCH LIBRARY MANAGER  
BUILDING OFFICIAL  
BUSINESS MANAGER - DEVELOPMENT SERVICES  
CHILDREN'S SERVICES MANAGER  
CITY ARBORIST  
COMMUNITY SERVICES MANAGER  
CUSTODIAL SERVICES SUPERVISOR  
DEVELOPMENT SERVICES MANAGER  
ENVIRONMENTAL PROGRAMS MANAGER  
FACILITIES SUPERVISOR  
FINANCIAL SERVICES MANAGER  
FLEET SUPERVISOR  
GYMNASTICS PROGRAMS COORDINATOR  
HOUSING MANAGER  
INFORMATION SERVICES MANAGER  
LIBRARIAN III  
LITERACY PROGRAM MANAGER  
PARKS AND TREES SUPERVISOR  
PROGRAM SUPERVISOR/TITLE 5  
PROGRAM SUPERVISOR/TITLE 22  
RECREATION PROGRAM COORDINATOR  
RECREATION SUPERVISOR  
REVENUE AND CLAIMS MANAGER  
SENIOR CIVIL ENGINEER  
SENIOR TRANSPORTATION ENGINEER  
STREETS AND WATER SUPERVISOR  
SUPPORT SERVICES MANAGER  
YOUTH SERVICES COORDINATOR

APPENDIX "B"

PAY RANGES FOR CLASSIFIED SUPERVISORY PERSONNEL  
OCTOBER 23, 2011 THROUGH OCTOBER 31, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
33.0			A	46229.66	3852.47	1778.06	22.2258
			B	48321.52	4026.79	1858.52	23.2315
			C	50612.02	4217.67	1946.62	24.3327
			D	52948.69	4412.39	2036.49	25.4561
			E	55422.64	4618.55	2131.64	26.6455
33.5			A	47244.91	3937.08	1817.11	22.7139
			B	49398.13	4116.51	1899.93	23.7491
			C	51734.59	4311.22	1989.79	24.8724
			D	54116.40	4509.70	2081.40	26.0175
			E	56681.66	4723.47	2180.06	27.2508
34.0			A	48321.52	4026.79	1858.52	23.2315
			B	50612.02	4217.67	1946.62	24.3327
			C	52948.69	4412.39	2036.49	25.4561
			D	55422.64	4618.55	2131.64	26.6455
			E	57987.49	4832.29	2230.29	27.8786
34.5			A	49398.13	4116.51	1899.93	23.7491
			B	51734.59	4311.22	1989.79	24.8724
			C	54116.40	4509.70	2081.40	26.0175
			D	56681.66	4723.47	2180.06	27.2508
			E	59347.18	4945.60	2282.58	28.5323
35.0			A	50612.02	4217.67	1946.62	24.3327
			B	52948.69	4412.39	2036.49	25.4561
			C	55422.64	4618.55	2131.64	26.6455
			D	57987.49	4832.29	2230.29	27.8786
			E	60697.94	5058.16	2334.54	29.1817
35.5			A	51734.59	4311.22	1989.79	24.8724
			B	54116.40	4509.70	2081.40	26.0175
			C	56681.66	4723.47	2180.06	27.2508
			D	59347.18	4945.60	2282.58	28.5323
			E	62095.28	5174.61	2388.28	29.8535
36.0			A	52948.69	4412.39	2036.49	25.4561
			B	55422.64	4618.55	2131.64	26.6455
			C	57987.49	4832.29	2230.29	27.8786
			D	60697.94	5058.16	2334.54	29.1817
			E	63545.66	5295.47	2444.06	30.5508

APPENDIX "B"

PAY RANGES FOR CLASSIFIED SUPERVISORY PERSONNEL  
OCTOBER 23, 2011 THROUGH OCTOBER 31, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
36.5			A	54116.40	4509.70	2081.40	26.0175
			B	56681.66	4723.47	2180.06	27.2508
			C	59347.18	4945.60	2282.58	28.5323
			D	62095.28	5174.61	2388.28	29.8535
			E	65042.64	5420.22	2501.64	31.2705
37.0	Custodial Services Supervisor		A	55422.64	4618.55	2131.64	26.6455
			B	57987.49	4832.29	2230.29	27.8786
			C	60697.94	5058.16	2334.54	29.1817
			D	63545.66	5295.47	2444.06	30.5508
			E	66531.30	5544.27	2558.90	31.9862
37.5			A	56681.66	4723.47	2180.06	27.2508
			B	59347.18	4945.60	2282.58	28.5323
			C	62095.28	5174.61	2388.28	29.8535
			D	65042.64	5420.22	2501.64	31.2705
			E	68164.93	5680.41	2621.73	32.7716
38.0	Gymnastics Program Coordinator Program Supervisor - Title 5 Program Supervisor - Title 22 Recreation Program Coordinator Youth Services Coordinator		A	57987.49	4832.29	2230.29	27.8786
			B	60697.94	5058.16	2334.54	29.1817
			C	63545.66	5295.47	2444.06	30.5508
			D	66531.30	5544.27	2558.90	31.9862
			E	69661.28	5805.11	2679.28	33.4910
38.5			A	59347.18	4945.60	2282.58	28.5323
			B	62095.28	5174.61	2388.28	29.8535
			C	65042.64	5420.22	2501.64	31.2705
			D	68164.93	5680.41	2621.73	32.7716
			E	71387.06	5948.92	2745.66	34.3207
39.0			A	60697.94	5058.16	2334.54	29.1817
			B	63545.66	5295.47	2444.06	30.5508
			C	66531.30	5544.27	2558.90	31.9862
			D	69661.28	5805.11	2679.28	33.4910
			E	72937.07	6078.09	2805.27	35.0659
39.5			A	62095.28	5174.61	2388.28	29.8535
			B	65042.64	5420.22	2501.64	31.2705
			C	68164.93	5680.41	2621.73	32.7716
			D	71387.06	5948.92	2745.66	34.3207
			E	74754.78	6229.57	2875.18	35.9398

APPENDIX "B"

PAY RANGES FOR CLASSIFIED SUPERVISORY PERSONNEL  
OCTOBER 23, 2011 THROUGH OCTOBER 31, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
40.0			A	63545.66	5295.47	2444.06	30.5508
			B	66531.30	5544.27	2558.90	31.9862
			C	69661.28	5805.11	2679.28	33.4910
			D	72937.07	6078.09	2805.27	35.0659
			E	76433.76	6369.48	2939.76	36.7470
40.5			A	65042.64	5420.22	2501.64	31.2705
			B	68164.93	5680.41	2621.73	32.7716
			C	71387.06	5948.92	2745.66	34.3207
			D	74754.78	6229.57	2875.18	35.9398
			E	78349.86	6529.15	3013.46	37.6682
41.0	Belle Haven Family Services Pgm Mgr Literacy Program Manager		A	66531.30	5544.27	2558.90	31.9862
			B	69661.28	5805.11	2679.28	33.4910
			C	72937.07	6078.09	2805.27	35.0659
			D	76433.76	6369.48	2939.76	36.7470
			E	80075.63	6672.97	3079.83	38.4979
41.5			A	68164.93	5680.41	2621.73	32.7716
			B	71387.06	5948.92	2745.66	34.3207
			C	74754.78	6229.57	2875.18	35.9398
			D	78349.86	6529.15	3013.46	37.6682
			E	82083.87	6840.32	3157.07	39.4634
42.0			A	69661.28	5805.11	2679.28	33.4910
			B	72937.07	6078.09	2805.27	35.0659
			C	76433.76	6369.48	2939.76	36.7470
			D	80075.63	6672.97	3079.83	38.4979
			E	83901.58	6991.80	3226.98	40.3373
42.5	Recreation Supervisor		A	71387.06	5948.92	2745.66	34.3207
			B	74754.78	6229.57	2875.18	35.9398
			C	78349.86	6529.15	3013.46	37.6682
			D	82083.87	6840.32	3157.07	39.4634
			E	86008.62	7167.39	3308.02	41.3503
43.0	Business Manager - Development Services City Arborist Facilities Supervisor Fleet Supervisor Parks and Trees Supervisor	Streets and Water Supervisor	A	72937.07	6078.09	2805.27	35.0659
			B	76433.76	6369.48	2939.76	36.7470
			C	80075.63	6672.97	3079.83	38.4979
			D	83901.58	6991.80	3226.98	40.3373
			E	87915.78	7326.31	3381.38	42.2672

APPENDIX "B"

PAY RANGES FOR CLASSIFIED SUPERVISORY PERSONNEL  
OCTOBER 23, 2011 THROUGH OCTOBER 31, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
43.5	Librarian III Revenue and Claims Manager		A	74754.78	6229.57	2875.18	35.9398
			B	78349.86	6529.15	3013.46	37.6682
			C	82083.87	6840.32	3157.07	39.4634
			D	86008.62	7167.39	3308.02	41.3503
			E	90114.96	7509.58	3465.96	43.3245
44.0			A	76433.76	6369.48	2939.76	36.7470
			B	80075.63	6672.97	3079.83	38.4979
			C	83901.58	6991.80	3226.98	40.3373
			D	87915.78	7326.31	3381.38	42.2672
			E	92123.82	7676.99	3543.22	44.2903
44.5	Branch Library Manager		A	78349.86	6529.15	3013.46	37.6682
			B	82083.87	6840.32	3157.07	39.4634
			C	86008.62	7167.39	3308.02	41.3503
			D	90114.96	7509.58	3465.96	43.3245
			E	94407.25	7867.27	3631.05	45.3881
45.0			A	80075.63	6672.97	3079.83	38.4979
			B	83901.58	6991.80	3226.98	40.3373
			C	87915.78	7326.31	3381.38	42.2672
			D	92123.82	7676.99	3543.22	44.2903
			E	96515.12	8042.93	3712.12	46.4015
45.5	Support Services Manager		A	82083.87	6840.32	3157.07	39.4634
			B	86008.62	7167.39	3308.02	41.3503
			C	90114.96	7509.58	3465.96	43.3245
			D	94407.25	7867.27	3631.05	45.3881
			E	98988.45	8249.04	3807.25	47.5906
46.0	Environmental Programs Manager Financial Services Manager		A	83901.58	6991.80	3226.98	40.3373
			B	87915.78	7326.31	3381.38	42.2672
			C	92123.82	7676.99	3543.22	44.2903
			D	96515.12	8042.93	3712.12	46.4015
			E	101177.65	8431.47	3891.45	48.6431
46.5			A	86008.62	7167.39	3308.02	41.3503
			B	90114.96	7509.58	3465.96	43.3245
			C	94407.25	7867.27	3631.05	45.3881
			D	98988.45	8249.04	3807.25	47.5906
			E	103743.74	8645.31	3990.14	49.8768



APPENDIX "B"

PAY RANGES FOR CLASSIFIED SUPERVISORY PERSONNEL  
OCTOBER 23, 2011 THROUGH OCTOBER 31, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
47.0			A	87915.78	7326.31	3381.38	42.2672
			B	92123.82	7676.99	3543.22	44.2903
			C	96515.12	8042.93	3712.12	46.4015
			D	101177.65	8431.47	3891.45	48.6431
			E	106079.58	8839.97	4079.98	50.9998
47.5			A	90114.96	7509.58	3465.96	43.3245
			B	94407.25	7867.27	3631.05	45.3881
			C	98988.45	8249.04	3807.25	47.5906
			D	103743.74	8645.31	3990.14	49.8768
			E	108745.94	9062.16	4182.54	52.2817
48.0	Children's Services Manager		A	92123.82	7676.99	3543.22	44.2903
	Community Services Manager		B	96515.12	8042.93	3712.12	46.4015
	Housing Manager		C	101177.65	8431.47	3891.45	48.6431
	Information Services Manager		D	106079.58	8839.97	4079.98	50.9998
			E	111219.06	9268.25	4277.66	53.4707
48.5			A	94407.25	7867.27	3631.05	45.3881
			B	98988.45	8249.04	3807.25	47.5906
			C	103743.74	8645.31	3990.14	49.8768
			D	108745.94	9062.16	4182.54	52.2817
			E	113975.47	9497.96	4383.67	54.7959
49.0	Building Official		A	96515.12	8042.93	3712.12	46.4015
	Senior Civil Engineer		B	101177.65	8431.47	3891.45	48.6431
	Senior Transportation Engineer		C	106079.58	8839.97	4079.98	50.9998
			D	111219.06	9268.25	4277.66	53.4707
			E	116638.91	9719.91	4486.11	56.0764
49.5			A	98988.45	8249.04	3807.25	47.5906
			B	103743.74	8645.31	3990.14	49.8768
			C	108745.94	9062.16	4182.54	52.2817
			D	113975.47	9497.96	4383.67	54.7959
			E	119497.46	9958.12	4596.06	57.4507
50.0			A	101177.65	8431.47	3891.45	48.6431
			B	106079.58	8839.97	4079.98	50.9998
			C	111219.06	9268.25	4277.66	53.4707
			D	116638.91	9719.91	4486.11	56.0764
			E	122290.06	10190.84	4703.46	58.7933

APPENDIX "B"

PAY RANGES FOR CLASSIFIED SUPERVISORY PERSONNEL  
OCTOBER 23, 2011 THROUGH OCTOBER 31, 2013

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
50.5			A	103743.74	8645.31	3990.14	49.8768
			B	108745.94	9062.16	4182.54	52.2817
			C	113975.47	9497.96	4383.67	54.7959
			D	119497.46	9958.12	4596.06	57.4507
			E	125286.93	10440.58	4818.73	60.2341
51.0	Development Services Manager		A	106079.58	8839.97	4079.98	50.9998
			B	111219.06	9268.25	4277.66	53.4707
			C	116638.91	9719.91	4486.11	56.0764
			D	122290.06	10190.84	4703.46	58.7933
			E	128215.15	10684.60	4931.35	61.6419
51.5			A	108745.94	9062.16	4182.54	52.2817
			B	113975.47	9497.96	4383.67	54.7959
			C	119497.46	9958.12	4596.06	57.4507
			D	125286.93	10440.58	4818.73	60.2341
			E	131357.41	10946.45	5052.21	63.1526
52.0			A	111219.06	9268.25	4277.66	53.4707
			B	116638.91	9719.91	4486.11	56.0764
			C	122290.06	10190.84	4703.46	58.7933
			D	128215.15	10684.60	4931.35	61.6419
			E	134427.07	11202.26	5170.27	64.6284
52.5			A	113975.47	9497.96	4383.67	54.7959
			B	119497.46	9958.12	4596.06	57.4507
			C	125286.93	10440.58	4818.73	60.2341
			D	131357.41	10946.45	5052.21	63.1526
			E	137721.79	11476.82	5296.99	66.2124

APPENDIX “C-1”

CITY OF MENLO PARK  
DENTAL PLAN

ELIGIBLE EMPLOYEES:

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

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

DEPENDENTS:

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

Dependents shall be defined under this program as the employee’s spouse and his/her children up to the age of 26.

MAXIMUM COVERAGE:

For each six-month period reimbursements shall be limited to the maximum coverage as stated in Section 13.2. Maximum coverage for workers who work less than full-time shall be prorated on the basis of hours worked as compared to full-time employment. Payments on claims will be based upon standard fees as determined by the dental committee.

REQUEST FOR REIMBURSEMENT:

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

TERMINATION OF INSURANCE:

When the employee terminates with the City, his/her dental insurance ceases. Any outstanding claims up to the date of termination will be considered for payment as long as the employee has worked three of the six months in the reimbursement period.

COVERAGE

- Routine office visits and oral examinations, but not including more than one such examination of the same Covered Person in any six-month period.
- Fluoride or other prophylaxis treatments

- Dental X-Rays
- Extraction
- Teeth cleaning
- Oral surgery, including excision of impacted teeth
- Crown, bridges, except as specified under “exclusions and limitations”
- Orthodontic care, treatment, services and supplies
- Anesthetics administered in connection with oral surgery or other covered dental services
- Fillings
- Treatment of periodontal and other diseases of the gums and tissues of the mouth
- Endodontic treatment, including root canal therapy
- Initial installation of full or partial dentures or fixed bridgework to replace one or more natural teeth extracted while insured
- Replacement of an existing partial or full removable denture or fixed bridgework to replace extracted natural teeth; but only if evidence satisfactory to the City is presented that:
  - a. The replacement or addition of teeth is required to replace one or more additional natural teeth extracted while insured under the plan; or
  - b. The existing denture or bridgework was installed at least 5 years prior to its replacement and that the existing denture or bridgework cannot be made serviceable; or
  - c. The existing denture is an immediate temporary denture and replacement by a permanent denture is required, and takes place within 12 months from the date of installation of the temporary denture
- Replacement of a lost or stolen prosthetic device or bridgework
- Repair or recementing of crowns, inlays and fixed bridgework
- Repair or relining of dentures
- Other covered charges as determined by the Dental Committee

## EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

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

## HOW IT WORKS

The City of Menlo Park has agreed to contribute to a dental fund a monthly amount per employee. Accumulated funds will be used to reimburse employees for dental expenses they have incurred during a particular six month period, in accordance with Section 13.2. Any excess of funds shall be rolled over to the next period.

#### FORMS PROCEDURE

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

## APPENDIX "C-2"

### CITY OF MENLO PARK VISION PLAN

#### ELIGIBLE EMPLOYEES:

All present full-time or part-time permanent employees who are represented by A.F.S.C.M.E. and their dependents are eligible to participate in the vision plan.

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

#### MAXIMUM COVERAGE:

For each one year period reimbursements shall be limited to the maximum coverage as stated in Section 13.2. Maximum coverage for workers who work less than full-time shall be prorated on the basis of hours worked as compared to full-time employment. Payments on claims will be based upon standard fees.

#### REQUEST FOR REIMBURSEMENT:

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

#### TERMINATION OF INSURANCE:

When the employee terminates with the City, his/her vision insurance ceases. Any outstanding claims up to the date of termination will be considered for payment as long as the employee has worked three of the twelve months in the reimbursement period.

#### COVERAGE

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

- Hard or soft contact lenses
- Other covered charges as determined appropriate

### EXCLUSIONS AND LIMITATIONS

Covered vision expenses will not include charges:

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

### FORMS PROCEDURE

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



## APPENDIX "D"

### Menlo Park Labor Management Committee Goal

#### GOAL

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

#### MEETINGS

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

#### PARTICULARS

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

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

Additional meetings may be set with mutual agreement.

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