



EARLY RELEASE OF STAFF REPORT FOR THE CITY COUNCIL MEETING OF DECEMBER 10, 2013

The following staff report is being release in advance of the normal packet distribution:

Consider Approval of the Terms of an Agreement between the City of Menlo Park and the American Federation of State, County and Municipal Employees, Local 829
([Staff Report #13-187](#))

This Notice is posted in Accordance with Government Code Section 54954.2(a) or Section 54956.
(Date Posted: 11/25/13)

To check for updates or the final agenda for a particular meeting, please call the City Manager's Office (650) 330-6610 or the City Clerk at (650) 330-6620. Final agendas and staff reports are available online at [Menlo Park - City Council](#) as of 5:30 p.m. the Thursday preceding the meeting.



ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: December 10, 2013
Staff Report #: 13-187

Agenda Item #: F-4

REGULAR BUSINESS: **Consider Approval of the Terms of an Agreement between the City of Menlo Park and the American Federation of State, County and Municipal Employees, Local 829**

RECOMMENDATION

Approve the terms of a collective bargaining agreement between the City of Menlo Park and the American Federation of State, County and Municipal Employees, Local 829 (AFSCME), and authorize the City Manager to execute a Memorandum of Understanding (MOU) with a term of December 11, 2013 through June 30, 2015.

BACKGROUND

On April 2, 2013, in accordance with Council's Public Input and Outreach Regarding Labor Negotiations policy, a staff report was placed on the Council agenda providing an opportunity for public comment prior to the commencement of labor negotiations. The staff report provided 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.

At the request of City Council, a special meeting was held to provide a second opportunity for public input and comment on April 23, 2013, during which 12 members of the public provided input to the City Council.

AFSCME represents 33.75 non-sworn supervisory/managerial employees throughout the City. The City's and AFSCME's negotiation teams commenced negotiations on August 5, 2013. The parties met approximately 12 times and reached a Tentative Agreement (TA) on November 13, 2013, for a successor MOU to the previous Agreement which expired October 31, 2013. AFSCME notified the City that the TA was ratified by the membership on November 22, 2013.

ANALYSIS

A complete copy of the Tentative Agreement is attached. The Tentative Agreement is on a full MOU, between the City and AFSCME. The following is a summary of key provisions and/or changes from the previous MOU.

Term	December 11, 2013 (pending Council approval)- June 30, 2015																
Pay Rates	Effective the beginning of the first full pay period after ratification of this Agreement by the membership and approval by City Council, the pay rates for employees in this representation unit shall be increased by Four and One Half Percent (4.50%).																
Standby Pay	Effective the beginning of the first full pay period after ratification of this Agreement by the membership and approval by City Council, an employee performing standby duty outside the employee's regular work shift shall be compensated at the rate of Three Dollars and Seventy-Five Cents (\$3.75) per hour for each hour the employee is assigned to standby duty.																
Floating Holiday Time	Reduce the annual allotment of Floating Holiday Time from 34 to 30 hours per year.																
Vacation Cashout	Incorporation into the MOU of a previously agreed upon side letter regarding changes to the Vacation Cashout program.																
Medical Benefits	<p>Effective with the implementation of plan year 2014 each active employee shall be allocated an amount to be used to purchase medical benefits. The amount shall be allocated to each employee according to the medical benefits plan selected, as follows:</p> <table><tr><td>\$1,931.07 per month</td><td>- family coverage</td></tr><tr><td>\$1,485.44 per month</td><td>- two-person coverage</td></tr><tr><td>\$742.72 per month</td><td>- single coverage</td></tr><tr><td>\$324.00 per month</td><td>- no coverage</td></tr></table> <p>Effective with the implementation of plan year 2015 each active employee shall be allocated an amount to be used to purchase medical benefits. The amount shall be allocated to each employee according to the medical benefits plan selected, as follows:</p> <table><tr><td>\$2,085.56 per month</td><td>- family coverage</td></tr><tr><td>\$1,604.28 per month</td><td>- two-person coverage</td></tr><tr><td>\$802.14 per month</td><td>- single coverage</td></tr><tr><td>\$349.00 per month</td><td>- no coverage</td></tr></table>	\$1,931.07 per month	- family coverage	\$1,485.44 per month	- two-person coverage	\$742.72 per month	- single coverage	\$324.00 per month	- no coverage	\$2,085.56 per month	- family coverage	\$1,604.28 per month	- two-person coverage	\$802.14 per month	- single coverage	\$349.00 per month	- no coverage
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Retirement

Incorporation of State mandated pension reforms under the Public Employees' Pension Reform Act (PEPRA).

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

Labor Management Committee

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

Grievance Procedure

Revisions to clarify and streamline the existing grievance procedures utilized to resolve disputes over alleged violations, misinterpretations or misapplications of the MOU or policy/procedure manuals affecting the working conditions of employees.

Discipline Appeals

New section bifurcating the existing discipline appeal process from the grievance procedure and amending the process by which an arbitrator is selected to include the option that either party may request a list of five (5) labor arbitrators who shall be retired judges of the Superior Court of the County of San Mateo. The Union and City shall attempt to agree to the selection of a retired judge. If no agreement can be reached, each party shall alternately strike a name from the list until one (1) name remains, who shall serve as the arbitrator.

IMPACT ON CITY RESOURCES

This Tentative Agreement results in a budgetary impact to the City of approximately \$260,000 for the term of the agreement.

POLICY ISSUES

This recommendation aligns with the City's goals of balancing continued fiscal prudence in planning for potential impacts of employee retirement benefits, while also beginning to align the City as a competitive employer in the increasingly robust job market of the Silicon Valley.

ENVIRONMENTAL REVIEW

No environmental review is required.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Tentative Agreement City/AFSCME Successor MOU
- B. City/AFSCME Successor MOU Appendix "A"
- C. City/AFSCME Successor MOU Appendix "B"
- D. Tentative Agreement-Article 1: Recognition
- E. Tentative Agreement-Article 2: Union Security
- F. Tentative Agreement-Article 7: Pay Rates and Practices

Report prepared by:

Gina Donnelly
Human Resources Director

**CITY OF MENLO PARK
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 829
TENTATIVE AGREEMENT**

This Agreement is on an overall settlement on the terms of a successor Memorandum of Understanding between the City of Menlo Park ("City") and American Federation of State, County and Municipal Employees, Local 829 ("AFSCME").

This Agreement is considered tentative and shall not be considered final or binding until ratified by the AFSCME Membership and approved by City Council.

This document sets forth the full agreements of the parties reached during these negotiations. Anything that is not included in this Agreement is not part of the Tentative Agreement.

The parties understand that in the event either party rejects this Agreement, each party reserves the right to modify, amend and/or add proposals.

FOR CITY:

FOR AFSCME:




Gina Donnelly
Human Resources Director

11/13/13
Date



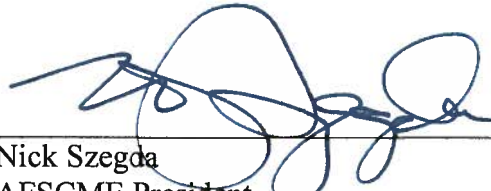
Sharon McAleavey
AFSCME Business Agent

11/13/2013
Date




Clay Curtin
Assistant to the City Manager

11-13-13
Date



Nick Szegda
AFSCME President

11/13/2013
Date



John McGirr
AFSCME Vice President

11/13/2013
Date

**CITY OF MENLO PARK
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 829
TENTATIVE AGREEMENT**

Term:

- Approximately 19 months (expiring June 30, 2015)

Recognition:

- Please see attached

Union Security:

- Please see attached

Personnel Files:

- Removal of form requirement

Promotional Opportunities:

- Please see attached

Garnishments:

- Remove article

Recruitment:

- Please see attached

Pay Rates:

- Please see attached

Hours and Overtime:

- Please see attached

Uniforms:

- Please see attached

**CITY OF MENLO PARK
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 829
TENTATIVE AGREEMENT**

Floating Holiday Time:

- Reduce annual allotment
- Change expiration to 26th pay period

Vacation Cashout:

- Updated to reflect side letter agreement

Sick Leave:

- Please see attached

Long Term Disability:

- Please see attached

Bereavement Leave:

- Add child and grandchild
- Eliminate 6 month waiting period

Health Savings Account:

- Please see attached

Benefit Programs:

- Please see attached

Retirement:

- Update language to reflect effective date of Tier 2 and PEPRA
- Conversion of employee contribution towards City's contribution from post-tax to pre-tax

Grievance Procedure:

- Modify current language

Discipline Appeals:

- Modify current language/new section

**CITY OF MENLO PARK
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 829
TENTATIVE AGREEMENT**

Nondiscrimination:

- Please see attached

Management Rights:

- Please see attached

Disciplinary Action:

- Please see attached

Appendix "D" Labor Management Committee:

- Please see attached

Various language corrections/changes:

- Please see attached

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~~ TBD through ~~October 31, 2013~~ June 30, 2015

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

1.2 Each newly established job classification shall be assigned to an appropriate representation unit by the Human Resources Director, after consultation with recognized employee organizations, if they find that there is an appropriate unit to which such job classifications may be assigned. An employee organization may appeal in writing from such assignment to the Human Resources Director within thirty (30) calendar days of said determination. If the Union is unsatisfied with the results of said appeal, the Union may invoke impasse procedures in accordance with Government Code 3500. 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:

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

- a. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.
- b. History of representation in the City and similar employment.
- c. Consistency with the organizational patterns of the City of Menlo Park.
- d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
- e. Effect on the classification structure and impact on the stability of employer-employee relationship of dividing single or related classifications among two or more units.

~~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.~~

1.43 The following ~~groups of workers~~ employees are not eligible for representation by this bargaining unit:

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

1.43.2 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;~~

1.43.4 ~~3~~ 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 Agency Shop

Consistent with the provisions of the California Government Code, Section 3502.5, an employee covered by this agreement shall either: (1) become a member of the Union and pay regular Union dues, or (2) pay to the Union an agency (representation) fee as permitted by law, or (3) present to the Union and the City's Human Resources Director a written declaration that he or she is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. An employee who qualifies for this exemption shall, in lieu of the agency fee payment, pay an amount equal to the agency fee to one of the following non-religious, non-labor charitable organizations: To be determined. An employee who claims such exemption must submit written proof of such charitable payment annually to the Union and the Human Resources Director. If the employee fails to provide such written proof, the employee will be required to pay the agency fee.

2.2 Fee Deduction

If any employee in a classification covered by this MOU fails to authorize one of the above deductions within thirty (30) calendar days of date of hire or within thirty (30) calendar days' notice of the provisions of this agency shop, the City shall deduct the agency fee from the employee's paycheck. The City shall determine the timing of such automatic deductions. The requirement that employees who are not members of the Union pay this representation agency fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted. In the event that employees in the representation unit vote to rescind Agency Shop, the provisions of Section 3.3 – Maintenance of Membership, shall apply to dues-paying members of the Union.

2.3 Maintenance of Membership

Any employee who becomes a member of AFSCME shall not revoke such authorization except during the thirty (30) calendar day period between ninety (90) calendar days and sixty (60) calendar days preceding the expiration of this Memorandum of Understanding.

Revocation during said period shall be by written, signed statement furnished to the City with a copy sent to the Union (by the City).

An employee who so withdraws from Union membership shall still be subject to the provisions of Agency Shop (Section 2.6.1 above).

An employee who is subsequently employed in a position outside of the AFSCME unit shall not be required to continue dues deduction.

2.4 Payroll Deduction

2.4.1 The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deductions shall be made only upon signed authorization from the employee upon a form furnished by AFSCME and distributed by the City, and shall continue until: (1) such authorization is revoked, in writing, by the employee pursuant to the provisions of this Section 3.4; or (2) the transfer of the employee out of the representation unit.

2.4.2 The Union shall notify the City at least thirty (30) days in advance of any change in its dues and fees.

2.4.3 Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which the employees are assigned.

2.4.4 Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the District for the PEOPLE fund. Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

2.4.5 If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

2.4.6 The provisions of Section 3.4.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.5. Union Obligations

2.5.1 The Union shall provide the City with a copy of the Union's Hudson Procedure for the determination and protest of its agency fees. The Union shall provide a copy of said Hudson Procedure to every agency fee payor covered by this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.

2.5.2 The Union will supply the City with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.

2.5.3 Annually, the Union shall provide the City with copies of the financial report which the Union annually files with the California Public Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

2.5.4 The Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.6 City Obligations

2.6.1 Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the City and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: (1) Union dues; (2) agency fee; or (3) if he/she qualifies pursuant to the

requirements of Section 2.1 above, a fee equal to agency fee payable to one of three negotiated charities.

2.6.2 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.

2.6.3 All transmittal checks shall be accompanied by documentation which denotes the employee's name, employee ID number, amount of deduction and member or fee payor status.

2.6.4 The City shall hand out agreed upon Union materials along with Agency Shop forms.

2.7 Hold Harmless

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security section, or any action taken or not taken by the City under this Section 2. This includes, but is not limited to, the City Attorney's fees and costs.

~~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.~~

- 2.58 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~~Human Resources Department 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~~separations 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.
- 2.69 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~~City 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~~ Human Resources 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~~ Human Resources Department 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~~Human Resources Director 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~~ Human Resources shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the worker and City Manager.
- 6.1.3 All original and promotional appointments shall be subject to a probationary period of six (6) months for unit members. The ~~Personnel Officer~~ Human Resources Director may, based upon the recommendation of the worker's supervisor, extend the probationary period not to exceed six (6) months if the worker marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level. Total 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~~ Human Resources Director shall, upon request, afford an interview in a timely fashion to the terminated worker for discussion of the reasons for termination. The worker may, upon request, be accompanied by a

Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.

- 6.1.6 A worker deemed unsatisfactory for a position shall return to his/her prior classification and non-probationary status in that classification and to the pay step he/she would have had if not promoted, transferred or voluntarily demoted.
- 6.1.7 Departments may not shift job assignments as a reason in itself for placing a worker on probationary status.
- 6.1.8 The parties agree that probationary employees shall have the same rights as other workers under this Memorandum of Understanding, including full and complete access to the grievance procedure, except that workers who do not hold prior permanent status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

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

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

6.2 Performance Evaluation

- 6.2.1 The City may, from time to time, develop reasonable guidelines that enable the supervisor to adequately evaluate the worker as to satisfactory job performance. Job performance reviews shall be conducted pursuant to regularly established and announced policies. The guidelines shall be in accordance with the job specifications for the position being reviewed.
- 6.2.2 During the term of this MOU, the Union and the City agree to meet and confer over the creation of a pay-for-performance system. ~~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 Performance evaluations are not appealable through the grievance procedure but, in the event of disagreement over content, the worker may request a review of the evaluation with the next higher level of Management, in consultation with the ~~Personnel Officer~~Human Resources Director. For purposes of this review, the worker may be represented by the Union. Decisions regarding evaluation appeal shall be made in writing within ten (10) working days following the meeting.

6.3 Performance Improvement Plans

When the performance of a worker falls below 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~~Human Resources Department 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 and an authorized representative of the Union of any adverse material placed in his/her an employee's personnel file if that material is or has not previously been reviewed with the ~~worker~~employee. The ~~worker~~employee 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, except for sustained findings of violations of the City's Anti-Harassment and Non-Discrimination policy, shall no longer be relied upon in any determination which in any manner affects his/her employment status ~~and such disciplinary record shall be sealed and shall be removed from the employee's personnel file upon request from the employee.~~ 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~~ Human Resources Department.

6.4.4 Personnel files of individual workers are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. The City will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment 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, whenever feasible, be a person who is not employed by the City, but is employed by a different municipality performing or supervising similar

~~duties and responsibilities, 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 for 2080 hours or more, 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 seniority adjusted to reflect the time served as a temporary employee. The adjusted date of hire seniority 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 endeavor to~~ 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~~ Overall wage adjustment

7.1.1 Effective the beginning of the first full pay period after ratification of this Agreement by the membership and approval by City Council, the pay rates for employees in this representation unit shall be increased by Four and One Half Percent (4.50%).

~~The salary schedule~~ pay rates for ~~workers~~ employees 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~~ Human Resources Director, 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~~ Human Resources Director on the basis of a proficiency test ~~developed and administered~~ determined 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~~ consult.

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

7.6 Call Back Pay

7.6.1 Any worker who is required by the City to 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.

7.7.2 Effective the beginning of the first full pay period after ratification of this agreement by the membership and approval by City Council, an employee performing standby duty outside the worker's regular work shift shall be compensated at the rate of Three Dollars and Seventy-Five Cents (\$3.75) per hour for each hour the employee 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.~~

~~7.109~~ 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.

~~7.110~~ 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 shall begin exactly four (4) hours after the start time of the day of the week which is each employee's regular alternate day off, 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~~ Human Resources Director.

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~~ employee and approved by the department head. Overtime shall be compensated at the rate of one and one-half (1.5) times the ~~worker's~~ employee'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~~ employee's option except when the employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime.

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~~ fifteen (15) working days in advance and given an opportunity to meet and ~~confer~~ consult 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 upon initial appointment be provided required uniforms as determined by the Chief of Police, and thereafter receive Six Hundred Dollars (\$600.00) per year uniform allowance. As soon as practicable, payment shall be made in the amount of \$23.077 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance pay for that period.

-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 twenty-sixth (26) 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, subject to department head approval, considering the needs of the department, specifically with regard to the worker's assigned duties and the worker's desires.

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~~ Vacation Cashout

An employee may cash out vacation leave in accordance with the vacation Cashout Policy. 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.~~

~~If an employee is scheduled to work on a designated City holiday, and subsequently calls in sick, the employee shall not receive holiday pay. 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~~ ensure that benefits are paid out only for ~~actual illness or injury~~ use as authorized in Section 12.1.2.

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

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

12.1.4 Except for urgent and compelling reasons, employees who are not at work due to a non-work related illness or injury should not be contacted during their absence. This Section does not modify the provisions of Section 12.1.3, 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~~ Human Resources Department 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~~ ensure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits providing that the employee continues to pay the employee share of the benefit cost, where applicable. Accrued leave earned shall only continue for periods during which the employee is utilizing accrued leave time., 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 floating holidays, vacation or compensatory time 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 on behalf of the City, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the worker remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

12.5.2 This leave of absence with pay shall extend to workers' whose regular shift is a shift outside of the hours of 8:00 A.M. to 5:00 P.M., so that such

workers shall not be required to work their regular shift on a day in which they perform jury duty or respond to a subpoena.

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

12.6 Military Leave

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

12.7 Bereavement Leave

A worker ~~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, child, grandchild, 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~~ Human Resources Department prior to the request to utilize such leave.

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

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~~ Human Resources Director 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~~ Human Resources Director may require a medical 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~~ Human Resources Director 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~~ Human Resources Director ~~and or 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~~ Federal and State Laws.

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~~ Human Resources Director. 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

13.1.43 ~~Effective with the implementation of plan year 2012 and thereafter, e~~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

13.1.4 Effective with the implementation of plan year 2014 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:

<u>\$1,931.07 per month</u>	<u>- family coverage</u>
<u>\$1,485.44 per month</u>	<u>- two-person coverage</u>
<u>\$742.72 per month</u>	<u>- single coverage</u>
<u>\$324.00 per month</u>	<u>- no coverage</u>

13.1.4 Effective with the implementation of plan year 2015 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:

<u>\$2,085.56 per month</u>	<u>- family coverage</u>
<u>\$1,604.28 per month</u>	<u>- two-person coverage</u>
<u>\$802.14 per month</u>	<u>- single coverage</u>
<u>\$349.00 per month</u>	<u>- no coverage</u>

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

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

14.34 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.

- 14.45 The City will continue to apply Internal Revenue Code 414 (h)(2) on the employee's contribution to CalPERS.
- 14.56 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).
- 14.7 Effective as soon as practicable and after January 1, 2014, the employee contribution towards the employer's contribution to the Public Employees' Retirement System (CalPERS) shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and the Union agree that the employee contribution towards the employer's contribution will continue past the expiration of the MOU. If for any reason the City is precluded from making this deduction or the deduction cannot be made on a pre-tax basis, the parties agree to meet and confer regarding ways to cure the defect.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A grievance is ~~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~~

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

~~15.1.1.2—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~~ employee 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 Grievance Procedure (for grievances as defined in 15.1.1)

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~~Immediate Supervisor

15.3.1.1 Any ~~unit member~~employee 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~~employee and the immediate supervisor.

15.3.2 Level II - ~~Formal Written Grievance~~Department Director

15.3.2.1 If the grievance is not ~~settled during the informal conference~~resolved at Level I and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the ~~immediate supervisor~~Department Director within ten (10) days after the ~~informal conference~~oral decision of the immediate supervisor. The written information shall include:

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

15.3.2.2 The ~~immediate supervisor~~ Department Director or designee shall communicate the decision to the grievant in writing within ten (10) days after ~~receiving receipt of the~~ grievance. If the ~~Department Director or designee~~ 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~~ Director) 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.

~~15.3.43~~ Level IV-III - Appeal to City Manager

15.3.43.1 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.

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

15.3.54 Level IV - Arbitration

15.3.54.1 If the grievant is not satisfied with the decision at Level ~~IV~~III, 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~~III, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City workers and who are members of the National Academy of Arbitrators (NAA). Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

15.3.54.2 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.

15.3.54.3 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.

15.3.54.4 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.

15.3.54.5 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.~~

15.3.54.6 The arbitrator shall make a final and binding determination.

15.3.54.7 The fees and expenses of the arbitrator shall be shared equally by the City and the Union (including the cost of any list of arbitrators requested pursuant to Section 15.3.4.1). All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

15.4 Disciplinary Appeals

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

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

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

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

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

15.4.6 The parties shall attempt to agree to the selection of an arbitrator and may agree to strike names from a list provided by an outside agency such as the State Mediation and Conciliation Service. However, in the event that the City and the Union cannot agree upon the selection of an arbitrator within forty-five (45) days from the date that the Union has notified the City of its intent to proceed to Arbitration, either party may request a list of five (5) labor arbitrators who shall be retired judges of the Superior Court of the County of San Mateo. The Union and City shall attempt to agree to the selection of a retired judge. If no agreement can be reached, each party shall alternately strike a name from the list until one (1) name remains, who shall serve as the arbitrator.

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

15.4.8 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. By mutual agreement, the cost of the services of such

court reporter shall be shared equally by the parties. However, each party shall be responsible for the cost of transcripts that they order.

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

ARTICLE 16: EFFECT ON EXISTING PRACTICES

16.1 Changes in Personnel Rules and Department Regulations

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

16.2 Effect of Agreement

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

16.3 Existing Practices

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

16.4 Waiver Clause

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

ARTICLE 17: NONDISCRIMINATION

~~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.~~

17.1 The parties agree that they, and each of them, shall not discriminate against any employee on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual orientation, medical condition or disability. The parties further agree that this Section shall not be subject to the Grievance Procedure provided in this Agreement.

17.2 The parties agree that they, and each of them, shall not discriminate against any employee because of membership or lack of membership in the Union, or because of

any authorized activity on behalf of the Union. The parties further agree that this Section may be subject to the Grievance Procedure provided in this Agreement.

ARTICLE 18: MANAGEMENT RIGHTS

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

18.2 The City has the sole and absolute right to determine the nature and type of, assign, reassign, revoke assignments of or withdraw assignments of, City equipment, including motor vehicles, to or from employees during, after or before hours of duty.
~~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~~3~~ 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.~~

18.23 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.

18.34 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~~Disciplinary Appeals.

21.3 Notice of disciplinary action must be in writing and served on the worker and their authorized Union representative in person or by ~~registered-certified and regular mail~~ prior to the disciplinary action becoming effective. The notice must be filed on a timely basis with the ~~Personnel Officer~~Human Resources Department 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.~~

21.3.6⁵ In all cases of disciplinary action, the notice shall include a statement advising the worker of his/her right to ~~grieve~~grieve-appeal 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~~notice of intended discipline shall include a statement of the worker's right to respond, either orally, at a meeting requested by the worker, or in writing. The opportunity to respond shall be afforded prior to the action becoming effective, but the worker must respond no later than five (5) days after receipt of notice of intended disciplinary action. ~~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~~conference, if requested, shall be scheduled and held as soon as possible but in no event later than thirty (30) days after receipt of notice of intended disciplinary action.

~~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~~ Human Resources Director with a copy to the ~~Department Head~~ Director. A conference shall be held at the request of the worker or the Human Resources Director ~~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~~ Human Resources Director or his/her designee and shall be based exclusively on the work related special needs of the City and/or welfare of the workers involved and will not be for punitive or capricious reasons.

22.3.2 In the event that circumstances require that a worker be transferred on an administrative basis, the worker and the Union shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Human Resources Director~~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~~ June 30, 2015, 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

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

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 "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.

CALPERS LABOR MANAGEMENT COMMITTEE

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in is

issues regarding CalPERS retirement benefits, including but not limited to, potential future costs increases and the impacts of said cost increases to the financial stability of the City.

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

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

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
TECHNICAL SERVICES MANAGER
WATER SYSTEM SUPERVISOR
YOUTH SERVICES COORDINATOR

APPENDIX "B"
AFSCME SALARY SCHEDULE
12/15/13 - 6/30/15

ATTACHMENT C

Job Title	Steps	Min Hour	Max Hour	Min Biweekly	Max Biweekly
Custodial Services Supervisor	5	\$27.8445	\$33.4256	\$2,227.56	\$2,674.05
Gymnastics Program Coordinator	5	\$29.1331	\$34.9981	\$2,330.65	\$2,799.85
Program Supervisor - Title 5	5	\$29.1331	\$34.9981	\$2,330.65	\$2,799.85
Program Supervisor - Title 22	5	\$29.1331	\$34.9981	\$2,330.65	\$2,799.85
Recreation Program Coordinator	5	\$29.1331	\$34.9981	\$2,330.65	\$2,799.85
Youth Services Coordinator	5	\$29.1331	\$34.9981	\$2,330.65	\$2,799.85
Belle Haven Family Services Pgm Mgr	5	\$33.4256	\$40.2303	\$2,674.05	\$3,218.42
Literacy Program Manager	5	\$33.4256	\$40.2303	\$2,674.05	\$3,218.42
Recreation Supervisor	5	\$35.8651	\$43.2111	\$2,869.21	\$3,456.89
Business Manager - Development Services	5	\$36.6439	\$44.1692	\$2,931.51	\$3,533.54
City Arborist	5	\$36.6439	\$44.1692	\$2,931.51	\$3,533.54
Facilities Supervisor	5	\$36.6439	\$44.1692	\$2,931.51	\$3,533.54
Fleet Supervisor	5	\$36.6439	\$44.1692	\$2,931.51	\$3,533.54
Parks and Trees Supervisor	5	\$36.6439	\$44.1692	\$2,931.51	\$3,533.54
Streets Supervisor	5	\$36.6439	\$44.1692	\$2,931.51	\$3,533.54
Librarian III	5	\$37.5571	\$45.2741	\$3,004.57	\$3,621.93
Revenue and Claims Manager	5	\$37.5571	\$45.2741	\$3,004.57	\$3,621.93
Water System Supervisor	5	\$38.4006	\$46.2834	\$3,072.05	\$3,702.67
Branch Library Manager	5	\$39.3633	\$47.4306	\$3,149.06	\$3,794.45
Support Services Manager	5	\$41.2393	\$49.7322	\$3,299.14	\$3,978.57
Environmental Programs Manager	5	\$42.1525	\$50.8320	\$3,372.20	\$4,066.56
Financial Services Manager	5	\$42.1525	\$50.8320	\$3,372.20	\$4,066.56
Children's Services Manager	5	\$46.2834	\$55.8769	\$3,702.67	\$4,470.15
Community Services Manager	5	\$46.2834	\$55.8769	\$3,702.67	\$4,470.15
Housing Manager	5	\$46.2834	\$55.8769	\$3,702.67	\$4,470.15
Technical Services Manager	5	\$47.4306	\$57.2617	\$3,794.45	\$4,580.94
Building Official	5	\$48.4896	\$58.5998	\$3,879.17	\$4,687.99
Senior Civil Engineer	5	\$48.4896	\$58.5998	\$3,879.17	\$4,687.99
Senior Transportation Engineer	5	\$48.4896	\$58.5998	\$3,879.17	\$4,687.99
Information Services Manager	5	\$53.2948	\$64.4158	\$4,263.58	\$5,153.26
Development Services Manager	5	\$53.2948	\$64.4158	\$4,263.58	\$5,153.26

City/AFSCME Negotiations | 2013

TENTATIVE AGREEMENT-ARTICLE 1: RECOGNITION

This document sets forth the full agreement of the parties reached during these negotiations. Anything that is not included in this Agreement is not part of this Tentative Agreement.


This Agreement is considered tentative and shall not be considered final or binding until ratified by the AFSCME Membership and approved by City Council.

The parties understand that in the event either party rejects this Agreement, each party reserves the right to modify, amend and/or add proposals.

FOR CITY:

FOR AFSCME:


 Gina Donnelly Date
 Human Resources Director


 Sharon McAleavy Date
 AFSCME Business Agent

ARTICLE 1: RECOGNITION

- 1.1 The Union is recognized as the exclusive representative of the classifications for City ~~workers-employees~~ as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise his/her right of self-representation under Section 3502 of the Government Code.
- 1.2 Each newly established job classification shall be assigned to an appropriate representation unit by the Human Resources Director, after consultation with recognized employee organizations, if they find that there is an appropriate unit to which such job classifications may be assigned. An employee organization may appeal in writing from such assignment to the Human Resources Director within thirty (30) calendar days of said determination. If the Union is unsatisfied with the results of said appeal, the Union may invoke impasse procedures in accordance with Government Code 3500. 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:

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

- a. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.
- b. History of representation in the City and similar employment.
- c. Consistency with the organizational patterns of the City of Menlo Park.
- d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
- e. Effect on the classification structure and impact on the stability of employer-employee relationship of dividing single or related classifications among two or more units.

~~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.~~

1.43 The following ~~groups of workers~~ employees are not eligible for representation by this bargaining unit:

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

1.43.2 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;~~

1.43.4 ~~3~~ 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.~~

City/AFSCME Negotiations | 2013

TENTATIVE AGREEMENT-ARTICLE 2: UNION SECURITY

This document sets forth the full agreement of the parties reached during these negotiations. Anything that is not included in this Agreement is not part of this Tentative Agreement.


This Agreement is considered tentative and shall not be considered final or binding until ratified by the AFSCME Membership and approved by City Council.

The parties understand that in the event either party rejects this Agreement, each party reserves the right to modify, amend and/or add proposals.

FOR CITY:

FOR AFSCME:


 Gina Donnelly
 Human Resources Director
 Date 11/13/13


 Sharon McAleavey
 AFSCME Business Agent
 Date 11/13/2013

ARTICLE 2: UNION SECURITY

2.1 Agency Shop

Consistent with the provisions of the California Government Code, Section 3502.5, an employee covered by this agreement shall either: (1) become a member of the Union and pay regular Union dues, or (2) pay to the Union an agency (representation) fee as permitted by law, or (3) present to the Union and the City's Human Resources Director a written declaration that he or she is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. An employee who qualifies for this exemption shall, in lieu of the agency fee payment, pay an amount equal to the agency fee to one of the following non-religious, non-labor charitable organizations: To be determined. An employee who claims such exemption must submit written proof of such charitable payment annually to the Union and the Human Resources Director. If the employee fails to provide such written proof, the employee will be required to pay the agency fee.

2.2 Fee Deduction

If any employee in a classification covered by this MOU fails to authorize one of the above deductions within thirty (30) calendar days of date of hire or within thirty (30) calendar day's notice of the provisions of this agency shop, the City shall deduct the

agency fee from the employee's paycheck. The City shall determine the timing of such automatic deductions. The requirement that employees who are not members of the Union pay this representation agency fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted. In the event that employees in the representation unit vote to rescind Agency Shop, the provisions of Section 3.3 – Maintenance of Membership, shall apply to dues-paying members of the Union.

2.3 Maintenance of Membership

Any employee who becomes a member of AFSCME shall not revoke such authorization except during the thirty (30) calendar day period between ninety (90) calendar days and sixty (60) calendar days preceding the expiration of this Memorandum or Understanding.

Revocation during said period shall be by written, signed statement furnished to the City with a copy sent to the Union (by the City).

An employee who so withdraws from Union membership shall still be subject to the provisions of Agency Shop (Section 2.6.1 above).

An employee who is subsequently employed in a position outside of the AFSCME unit shall not be required to continue dues deduction.

2.4 Payroll Deduction

2.4.1 The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deductions shall be made only upon signed authorization from the employee upon a form furnished by AFSCME and distributed by the City, and shall continue until: (1) such authorization is revoked, in writing, by the employee pursuant to the provisions of this Section 3.4; or (2) the transfer of the employee out of the representation unit.

2.4.2 The Union shall notify the City at least thirty (30) days in advance of any change in its dues and fees.

2.4.3 Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which the employees are assigned.

2.4.4 Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the District for the PEOPLE fund.

Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

2.4.5 If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

2.4.6 The provisions of Section 3.4.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.5. Union Obligations

2.5.1 The Union shall provide the City with a copy of the Union's Hudson Procedure for the determination and protest of its agency fees. The Union shall provide a copy of said Hudson Procedure to every agency fee payor covered by this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.

2.5.2 The Union will supply the City with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.

2.5.3 Annually, the Union shall provide the City with copies of the financial report which the Union annually files with the California Public Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

2.5.4 The Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.6 City Obligations

2.6.1 Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the City and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: (1) Union dues; (2) agency fee; or (3) if he/she qualifies pursuant to the

requirements of Section 2.1 above, a fee equal to agency fee payable to one of three negotiated charities.

2.6.2 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.

2.6.3 All transmittal checks shall be accompanied by documentation which denotes the employee's name, employee ID number, amount of deduction and member or fee payor status.

2.6.4 The City shall hand out agreed upon Union materials along with Agency Shop forms.

2.7 Hold Harmless

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security section, or any action taken or not taken by the City under this Section 2. This includes, but is not limited to, but is not limited to, the City Attorney's fees and costs.

~~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.~~

2.58 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~~Human Resources Department 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~~separations 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.

2.69 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.~~

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TENTATIVE AGREEMENT-ARTICLE 7: PAY RATES AND PRACTICES

This document sets forth the full agreement of the parties reached during these negotiations. Anything that is not included in this Agreement is not part of this Tentative Agreement.

This Agreement is considered tentative and shall not be considered final or binding until ratified by the AFSCME Membership and approved by City Council.

The parties understand that in the event either party rejects this Agreement, each party reserves the right to modify, amend and/or add proposals.

FOR CITY:

FOR AFSCME:


 Gina Donnelly
 Human Resources Director

11/13/13
 Date


 Sharon McAleavey
 AFSCME Business Agent

11/13/2013
 Date

ARTICLE 7: PAY RATES AND PRACTICES

7.1.X Sixty (60) days prior to the expiration of the MOU, the City shall conduct a salary survey of four (4) comparable mid-management classifications in different pay ranges and shall utilize the fourteen (14) traditional comparison cities. The Union and City shall meet in advance to discuss which classifications shall be compared.

The results of the survey shall be considered during contract negotiations.