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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 1569

Occupations Represented
Multiple occupations represented

Bargaining Agency City of South San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2000 **EndYear** 2003

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The City of **South**
San Francisco

Memorandum of Understanding

Between the

American Federation of State,
County, and Municipal Employees,
Local 1569, AFL-CIO

and the

City of South San Francisco

July 1, 2000 through June 30, 2003

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City of South San Francisco
American Federation of State, County, and Municipal Employees (AFSCME),
Local 1569, AFL-CIO
Memorandum of Understanding
July 1, 2000 through June 30, 2003

Article 1. Preamble

This Memorandum of Understanding is entered into by the City of South San Francisco, hereinafter designated as City and the American Federation of State, County, and Municipal Employees, Local 1569, AFL-CIO, hereinafter designated as Union as a mutual agreement of those wages, hours, and conditions of employment which are to be in effect during the period of 7/1/00 through 6/30/03, for those employees working in classifications in the representative unit referred to in Appendix A of this Memorandum of Understanding.

Article 2. Union Rights

- 2.1 *Recognition*—The City recognizes the American Federation of State, County, and Municipal Employees, Local 1569, AFL-CIO as the majority representative employee organization of the employees included in all classifications assigned as well as such classifications as may be added to this unit by the City during the term of this Memorandum of Understanding. Former units now designated as unit A include—crafts and maintenance unit number 3; professional, technical, and office unit number 9; paraprofessional unit number 2; and include part-time regular and grant-funded employees as listed in Appendix A.
- 2.2 *Union Dues and Representation Fees*—
- 2.2.1 *Exclusive Use of Payroll Deduction*—The Union shall have the exclusive privilege of using the City's payroll system for the purpose of deducting Union dues and other lawfully permitted deductions from employees' pay for whom the Union is the recognized majority representative employee organization. This authorization shall not be provided to any other registered or recognized employee group or organization.
- 2.2.2 *Amount of Deductions*—The City shall withhold dues and other lawfully permitted deductions in such amounts as are officially prescribed by the Union or are otherwise established by the terms of this Memorandum of Understanding.
- 2.2.3 *Authorization for Dues Deductions*—The City shall withhold Union dues and/or other lawfully permitted deductions from the salary of an employee and remit withholdings to the Union or such other organization as is identified in this memorandum as follows:

- 2.2.3.1 *Maintenance of Dues Deductions*—An employee who was employed by the City in a classification covered by this memorandum upon the date that the City Council approves and adopts this Memorandum of Understanding shall do one of the following in regards to dues deductions.
- 2.2.3.1.1 *Authorization on File*—The employee shall have a written request and authorization for deduction of Union dues in effect upon the date this memorandum is approved and adopted.
- 2.2.3.1.2 *Authorization*—The employee shall submit a written authorization for the deduction of Union dues during the term of this Memorandum of Understanding.
- 2.2.3.1.3 *Deduction Continuance*—The employee shall have such dues deductions continued during the term of this memorandum, excepting that such an employee shall be allowed to withdraw authorization for continued withholding of dues deductions during the last 30-calendar days of the term of this memorandum by filing a written statement withdrawing authorization for dues deduction with the City. Upon the receipt of such a withdrawal of authorization from an employee, the City shall discontinue deducting Union dues from the salary of the employee effective the first full payperiod immediately following the expiration of this memorandum. The City shall provide the Union with the names of employees who have filed a withdrawal of authorization for Union dues deductions.
- 2.2.3.2 *Agency Shop Union Dues, Agency Fees, or In-lieu Payments*—An employee who is hired into a full-time position in a classification covered by this Memorandum of Understanding subsequent to the date on which the City Council approves and adopts the same shall, within the first 30-calendar days of said employee's date of hire and as a condition of continued employment, file with the City one of the following documents:
- 2.2.3.2.1 *Union Dues*—A written authorization for the deduction of Union dues.
- 2.2.3.2.2 *Agency Fees*—A written authorization for the deduction of agency fees in an amount equal to the amount of Union dues prescribed by the Union for its members.
- 2.2.3.2.3 *Personal Objection*—A written statement which states that the employee has personal objections to or is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, in which case the employee shall concurrently file with the Union and the City a written authorization for the deduction of charitable contributions which shall be in the amount equal to the amount of Union dues prescribed by the Union for its members and which contributions

shall be paid to any one of the following charities as designated by such employee:

- United Way of the Bay Area.
- Combined Health Agencies Drive.

2.2.3.2.4 *Revocation*—Written authorizations submitted by employees under the provisions of this subsection shall not be revocable at any time during the term of this memorandum unless provisions for such revocations have been accomplished pursuant to Section 3502.5 of the Government Code. An employee may, however, transfer the authorization for the deduction of agency fees to Union dues or may transfer the authorization for charitable contributions to either agency fees or Union dues.

- 2.2.4 *Employee Failure To Comply With Agency Shop Provision*—In the event that an employee fails to comply with the provisions of Agency Shop above, the Union shall notify the City of such failure in writing no later than 10-calendar days subsequent to the employee's first 30-calendar days of employment with the City. Upon receipt of notice from the Union, the City shall provide written notice to the employee of the requirements and shall provide the employee 10-calendar days in which the employee shall either comply or be terminated from the position classification. If the employee subsequently complies with the provisions of Agency Shop, the effective date of appropriate deductions shall commence on the first full payperiod immediately following the date the Union notified the City of the employee's failure to comply. In the event the employee refuses to comply with the provisions of Agency Shop during the 10-calendar days provided by the City, the employee shall have the right to meet with the City Manager regarding such refusal prior to termination from the position classification.
- 2.2.5 *Suspension of Dues, Fees, or In-Lieu Payments During Leave of Absence*—An employee on unpaid leave of absence for a period of 30-calendar days or more shall not be required to pay Union dues, agency fees, or make charitable contributions during the period of the employee's leave.
- 2.2.6 *Payroll Deduction Procedures*—The effective date of withholdings, time of remitting withholding to the Union, and all procedural matters shall be as mutually acceptable to the Union and the City, provided that the City's payroll system and its operations are not thereby disrupted.
- 2.2.7 *Notification of New Employees*—The City shall notify the Union of the name, classification and date of hire of each new employee appointed to a position covered by this memorandum. Notice shall be provided to the Union within 1-calendar month from the date of hire.
- 2.2.8 *Union Obligations*—The Union shall file with the City such financial reports as are prescribed in the Government Code Section 3502.5. The Union shall indemnify and hold harmless the City and all officials, employees, and agents acting on its behalf, from any and all claims, actions, damages, costs, or expenses including all attorney's fees and costs of defense in actions against the City, its

- officials, employees, or agents which may arise out of the City's compliance with the provisions of this section.
- 2.3 *Authorized Union Representatives and Stewards—*
- 2.3.1 *Access—*An authorized representative of the Union shall have the right to contact an individual employee represented by the Union in a City facility during the employee's work hours on matters concerning wages, hours and other conditions of employment. The authorized representative shall provide reasonable notice to the employee's immediate supervisor prior to entering the work location of the employee. The employee's immediate supervisor shall have the right to make arrangement for a contact location and/or contact time, which are the least disruptive to the employee's work assignments and departmental operations.
- 2.3.2 *Stewards—*The Union shall be allowed to designate a reasonable number of employees as stewards. Stewards shall be granted reasonable release time off without loss of time or pay for the purpose of investigating and handling employee grievances. Steward release time shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor.
- 2.3.3 *Employee Representation Rights—*An employee who is required to meet with a supervisor or management official and who has reason to expect that the meeting will involve questioning leading to potential disciplinary action, shall have the right to have a steward or authorized Union representative present at the meeting. In the event that an employee requests the presence of a representative, the representative shall be contacted to arrange a mutually acceptable time and place for the meeting. Once scheduled, the supervisor or management official shall not be required to reschedule the meeting for the convenience of the representative.
- 2.3.4 *Access to Personnel File—*An employee or, upon presentation of an original signed written authorization from an employee, an employee's representative shall have access to the employee's personnel file.
- 2.3.5 *Union Business Time—*Generally Union business shall not be conducted during employees' working hours. The Union may request permission to conduct Union business during employees' working hours for specific purposes and specific times. Such requests must be presented to the department head affected and may be approved by such department head, when such activity does not interfere with departmental operations.
- 2.4 *Bulletin Boards—*The City will furnish adequate space on designated bulletin boards in the employees' work places for the exclusive use of the Union. The Union shall not post anything of a discreditable nature to the City or its employees or offensive to members of the general public or other visitors to the City facilities. The Union shall be responsible for maintaining the bulletin boards in an orderly condition and shall promptly remove outdated materials.
- 2.5 *Communications Center Employee Mailboxes—*The Union may use each employee mailbox in the communications center for distributing Union informational materials.

Article 3. Non-discrimination

In receiving the rights afforded by this Memorandum of Understanding, no person shall in any way be favored or discriminated against to the extent prohibited by law because of political or religious affiliations; racial or national origin; age; sex; sexual preference; physical handicap; or because of the extent to which a person chooses to engage or not engage in Union activities.

Article 4. Wages and Compensation

4.1 *Wages*—Wages and the schedule for salary increases shall be set forth in Appendix B.

4.1.1 *Payment of Compensation*—Each employee shall be compensated on a biweekly basis. Payment will normally be made on the Thursday immediately following the conclusion of a payperiod. A City payperiod consists of 14-calendar days and begins on a Friday, which is the first day of a payperiod and ends on a Thursday, which is the last day of a payperiod. Employees who are on continuous paid regular service for a partial payperiod shall receive pro-rated compensation for the payperiod that the employee was on continuous paid regular service. An employee on continuous paid regular service shall be an employee who is on a regular employment status within the City in a classification covered by this Memorandum of Understanding. Continuous paid regular service excludes all unpaid leaves of absence of an employee and excludes the period of time the employee is not in a regular employment status with the City.

4.1.2 *Workweek Conversion Incentive (except communications center employees)*—Each full-time regular employee who was employed by the City on 7/8/75, and who was scheduled to work 37.5 hours per week and who subsequently was and continues to be scheduled to work 40 hours per week, shall have the actual base hourly rate of pay converted.

4.1.2.1 *Conversion Factor*—The conversion of hour is the employee's base hourly rate of pay multiplied by 1.02. This is the base hourly wage converted rate.

4.1.3 *Step Increases*—Each employee shall complete the following time at each step of the salary schedule applicable to the classification, prior to being moved to the next step.

4.1.3.1 *Step A*—From date of hire to completion of 6-calendar months of employment.

4.1.3.2 *Step B*—One full year.

4.1.3.3 *Step C*—One full year.

4.1.3.4 *Step D*—One full year.

4.1.3.5 *Step E*—Final step.

4.1.4 *Step Placement after Promotion*—When employees are promoted, they shall receive not less than the equivalent of a one-step, 5% salary increase.

4.1.5 *Step Placement after Demotion*—When an employee is demoted, whether such demotion is voluntary or otherwise, the employee's compensation shall be adjusted to the salary prescribed for the classification to which the employee is demoted. Unless otherwise afforded, the specific rate of pay within the range shall be determined by the City Manager. However, an employee demoted as a result of an abolition of a position shall be placed at the step in the lower classification which most closely approximates, but does not exceed, the employee's salary in the higher classification.

4.1.5.1 *Voluntary Demotion*—If an employee takes a voluntary demotion to a classification previously held from a classification within the same series, the employee shall be placed at a step commensurate with length of service in both classifications. If the classifications are not within the same series, the employee shall be placed at the same step in the lower classification in which the employee last held, and the service time at such step shall be the same as the service time held previously at such step.

4.2 *Bilingual Incentive Pay*—

4.2.1 *Bilingual Incentive Pay for Communications Center*—An employee who has demonstrated to the department head's satisfaction proficiency in speaking/communicating in a second language that is spoken by a significant proportion of the South San Francisco population, as identified but not limited to those indicated in Appendix C of this Memorandum of Understanding, shall be compensated at an amount 2.5% higher than the employee's actual base hourly rate of pay. Such compensation shall commence when the employee has passed a qualifying examination demonstrating proficiency in the second language.

4.2.2 *Bilingual Incentive Pay for Other Classifications*—

4.2.2.1 *Testing and Compensation*—An employee who has tested, using the City's standard bilingual testing procedures, and demonstrated to the department head's satisfaction proficiency in speaking a second language, shall be compensated at an amount 2.5% higher than the employee's actual base hourly rate of pay. Such compensation shall commence the next payperiod after the employee has passed a qualifying examination, as determined by the City, demonstrating proficiency in the language. To be eligible to participate in this program, employees must speak a second language used by a segment of South San Francisco population. Once an employee qualifies as speaking a second language the employee will receive bilingual pay, even if the population changes and a significant segment no longer speaks the language.

4.2.2.2 *Translating*—Employees who have met the criteria and are compensated for bilingual incentive pay must use those skills whenever the need arises. Employees may be asked to assist an individual who is doing business with the City at worksites other than their primary work location.

4.2.2.3 *Language Determination*—Languages that are spoken in South San Francisco will be determined by reviewing the demographic data from the

local school district. The Director of Human Resources and the Union will then meet once a year to determine the languages that qualify under this section; American Sign Language is considered a second language.

4.2.2.4 *Current Languages in Effect*—Effective 7/1/00 for the first year of this Memorandum of Understanding, the languages identified in Appendix C shall qualify for an employee to receive the Bilingual Incentive Pay under this section.

4.2.2.5 *Eligible Classifications*—Positions eligible for bilingual incentive pay must be those that have regular contact with the public. Those classifications that would be eligible are identified in Appendix C and Appendix D of this Memorandum of Understanding and include any title changes that may occur during the life of this Memorandum of Understanding.

4.3 *Longevity Pay Plan*—Full-time regular employees who on 6/30/00 are currently receiving longevity pay shall continue to receive it until eligible for longevity pay in accordance with the following schedule. Part-time regular and grant-funded employees will receive longevity pay on a pro-rated basis.

4.3.1 *Fifteen Years of Service*—After 15-full years of service, 1.5% will be added to the employee's actual base hourly rate of pay.

4.3.2 *Twenty Years of Service*—After 20-full years of service, in addition to above, another 1.0% of pay will be added to the employee's actual base hourly rate of pay.

4.3.3 *Former Longevity Plan*—Full-time regular employees will continue to receive additional compensation based on total years of City service, according to the following schedule until reaching the threshold for the new longevity pay plan as identified above. Part-time regular and grant-funded employees will receive this longevity pay on a pro-rated basis.

<i>Completion of Years</i>	<i>Monthly Amount</i>	<i>Payperiod Amount</i>
10-14 years, inclusive	\$20 month	\$9.23 per payperiod
15 th year, inclusive	\$30 month	\$13.85 per payperiod

4.4 *Standby Pay*—According to departmental policy, 2 employees shall be on standby each week only from the designated divisions. Those classifications that are eligible are identified in Appendix D of this Memorandum of Understanding.

4.4.1 *Mandatory Standby*—Only those employees hired, including promotions and transfers into designated positions on or after 7/1/00 shall be required to take standby.

4.4.2 *Standby Compensation*—Compensation for standby shall be as follows:

4.4.2.1 *7/1/00*—Employees taking standby beginning 7/1/00 shall receive \$250 per week for each week they are on standby.

4.4.2.2 *7/1/01*—Employees taking standby beginning 7/1/01 shall receive \$275 per week for each week they are on standby.

4.4.2.3 *7/1/02*—Employees taking standby beginning 7/1/02 shall receive \$300 per week for each week they are on standby.

- 4.4.2.4 *Holiday Standby*—An employee taking standby, who is called to return to work on a holiday (midnight to midnight of the actual holiday), shall receive a minimum of 4 hours of compensation at 1.5 times the employee's actual base hourly rate of pay.
- 4.5 *Pesticide Spray Certification*—One employee from the designated division only shall receive an additional 3.5% salary increase upon obtaining a pesticide spray certification. Classifications eligible for certification are identified in Appendix D. Employees shall be selected based upon standard testing procedures.
- 4.6 *Code Enforcement and Building Inspector Incentive Pay*—Effective 7/1/99, each regular full-time Code Enforcement Officer and Building Inspector is eligible for a 2% salary incentive for taking specific courses and demonstrating proficiency in identified tasks. Those classifications that are eligible for this incentive pay.
- 4.6.1 *Applicable Coursework*—The department head will identify the applicable coursework, as well as being the sole determiner of task proficiency.
- 4.6.2 *Eligibility*—To be eligible for this 2% salary incentive an employee must have:
- Successfully completed the initial probationary period.
 - A satisfactory or better performance evaluation.
 - Taken and completed the pre-approved courses.
 - Demonstrated proficiency in the tasks to the department head's satisfaction.
- 4.6.3 *Proficiency*—If the employee has not demonstrated proficiency, the department head will indicate to the employee what needs to be improved, how long it may take before proficiency would be improved, and the date in which the employee can be reconsidered for the salary incentive. The incentive pay will not be unreasonably withheld.
- 4.6.4 *Incentive Pay Effective Date*—Once the criteria has been met and approved, a Personnel Action Form indicating that the employee is eligible for incentive pay will be generated, with an effective date being the first day of the next payperiod.
- 4.6.5 *Program Modification*—As industry changes occur or as the needs of the City change, the referenced classes and proficiencies may be altered to meet those changing needs. Once an employee qualifies and has demonstrated competence, the employee will continue to receive incentive pay even if changes occur in the required proficiencies.
- 4.7 *Temporary Assignment to Higher-level Position (except communications center employees)*—An employee who is assigned to perform and who does perform the duties of a higher-paying classification, shall receive additional compensation for each day so served at the rate of pay for which the employee would qualify, if the employee were to be promoted to the higher-level classification.
- 4.8 *Overtime Pay*—
- 4.8.1 *Overtime Defined*—Overtime work is authorized work in excess of an employee's normal work schedule. Paid leave hours shall be considered as hours worked.
- 4.8.2 *Overtime Records*—Records of overtime worked shall be maintained in accordance with procedures established by the department head.

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- 4.8.3 *Minimum Overtime*—No form of overtime payment shall be made where overtime worked prior to the beginning of an employee's normal work period or following completion of an employee's normal work period is less than 12-minutes duration.
- 4.8.4 *Overtime Compensation Rate*—Each employee shall be compensated for overtime worked or fractions thereof, at 1.5 times the employee's actual hourly rate of pay as the overtime hourly rate.
- 4.8.5 *Compensatory Time*—Employees may, at their option, receive pay for such overtime hours or may accumulate compensatory time at the rate of 1.5 times to an equivalent maximum of 75 hours in lieu of pay for such overtime, and take the overtime as compensable time off. However, anyone wishing to exercise this option must give 3-days notice of the desire for such time off and the time off must be taken under such conditions as will not interfere with the minimum staffing and continued function of their particular department or operation.
- 4.8.6 *Call-back Rate (except communications center employees)*—An employee who has departed from work and who is called back to work commencing at a time which is not the employee's normally scheduled beginning time shall be paid a minimum of 3 hours for each call back occurrence. Call back time commences with the time the employee reports to work and concludes when the employee is released from the assigned work or the beginning of the employee's normal work period, whichever occurs first.
- 4.8.7 *Training Time*—An employee who works in excess of the normal workweek as the result of attending training sessions required by the department head, shall be compensated at 1.5 times the employee's actual hourly rate of pay for time spent in such training sessions that exceeds the normal workweek.
- 4.8.8 *Court Appearance Time*—An employee who is required to appear in court in an official capacity, shall be compensated at the rate of 1.5 times the employee's actual hourly rate of pay for time spent in such court appearances when the court appearance does not occur during the employee's normally scheduled hours of work.
- 4.8.8.1 *Minimum Time for Court Appearance on Scheduled Workday*—An employee who is required to appear in court in an official capacity at a time not during the employee's regularly scheduled work hours, but is on a day the employee is scheduled or has volunteered to work, shall receive a minimum of 3 hours of overtime compensation for such a court appearance.
- 4.8.8.2 *Minimum Time for Court Appearance on Non-scheduled Workday*—An employee who is required to appear in court in an official capacity at a time not during the employee's regularly scheduled hours of work nor is it on a day that the employee is scheduled or has volunteered to work, shall receive a minimum of 4 hours of overtime compensation for such a court appearance.
- 4.8.9 *Overtime Assignments in the Communication Center*—The department head shall make such scheduled and non-scheduled overtime assignments as are necessary to

- the effective operations of the communications center. The department head will use the following guidelines in making overtime assignments:
- 4.8.9.1 *Overtime Bidding*—Employees shall be allowed to bid for overtime assignments by seniority, on a voluntary basis.
 - 4.8.9.2 *Per-diem Sign-ups*—Per-diem employees may fill any overtime hours that are not filled by voluntary sign-ups of regular City employees.
 - 4.8.9.3 *Mandatory Overtime*—If the overtime assignments cannot be filled by voluntary sign-ups or by per diem employees, employees will be assigned to fill the overtime on a mandatory basis.
- 4.9 *Compensatory Time Off in Lieu of Paid Overtime*—Each employee may accumulate up to a maximum of 75 hours of compensatory time at any given time, in lieu of employee receiving pay for overtime worked. Compensatory time shall be earned on the basis of 1.5 times the actual number of overtime hours worked and all compensatory time off shall be requested and scheduled in accordance with the rules and regulations prescribed by the department head.
- 4.10 *Dispatcher Education Incentive*—This educational incentive is available only for communication center employees. It is the employee's responsibility to submit written verification and notification to the employee's department head requesting the Education Incentive and it will not be retroactive if the written notice has not been submitted and received in compliance with departmental policy.
- 4.10.1 *Associate Degree*—An employee who has completed 2-full years of employment and who has an Associate degree or higher in any field or 60-accredited units in any field or a field related to the employee's position shall be compensated at 2.5% above the employee's actual base hourly rate of pay for which the employee otherwise qualifies pursuant to the provisions of this memorandum.
 - 4.10.2 *Bachelor's Degree*—Effective 7/1/00, an employee who has completed 2-full years of employment and who has an bachelor's degree or higher in any field shall be compensated at 5% above the employee's actual base hourly rate of pay for which the employee otherwise qualifies pursuant to the provisions of this memorandum. In no case, shall an employee be eligible to receive more than 5% education incentive.
- 4.11 *Communication Center Special Assignment Incentive*—A communications center employee who is assigned by the department head to perform work of a special assignment shall be compensated at 5% above the employee's actual base hourly rate of pay for which the employee otherwise qualifies for the duration of the special assignment.

Article 5. Health and Welfare Plans

- 5.1 *Health Insurance Benefits*—Regular employees shall be eligible to receive insurance benefits currently provided by the City through the contracts with insurance carriers or self-insurance programs. Effective 7/1/00, part-time regular and grant-funded employees

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- will be eligible to receive pro-rated health benefits, on a non-retroactive basis, with any exceptions noted:
- 5.2 *Medical Insurance*—Employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following current HMO plans the City has with the carriers, subject to the terms and conditions of the City’s contract with the providers:
- 5.2.1 *Medical Insurance Plans*—Subject to the terms and conditions of the City’s contracts with medical insurance carriers, employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following plans:
- 5.2.1.1 Kaiser Permanente Foundation Health “S” Plan.
- 5.2.1.2 Blue Shield.
- 5.2.2 *Payment of Premiums Costs*—The City shall pay the premium cost for employees and their dependents to the insurance provider for the plan selected by each employee.
- 5.2.2.1 *Maximum Rate*—The maximum City contribution to the employee’s medical premium will be a rate equivalent to the HMO plan that is the highest composite rate in effect during the term of this Memorandum of Understanding with employees enrolled in more expensive plans paying the difference between the highest composite HMO rate and the other premium rates.
- 5.2.3 *Effective Date of Coverage*—The effective date of medical insurance shall be the first of the month following the date of hire, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City. Dependent coverage shall terminate on the date prescribed by each medical insurance carrier’s contract for discontinuance of dependents no longer eligible for coverage.
- 5.2.4 *Medical Plan for Employees Who Retire*—Subject to the terms and conditions of the City’s contracts with health insurance carriers, an employee who retires on a service, an industrial disability, or non-industrial disability retirement from the City’s service shall be provided the opportunity to continue health insurance coverage with one of the City’s plans subsequent to the date of retirement. The City shall continue to pay the premium costs for the employee only and the retiring employee shall bear the premium costs for any eligible dependents. Health coverage for part-time regular and grant-funded employees shall be provided on a pro-rated basis.
- 5.3 *Dental Insurance:*
- 5.3.1 *Available Plan*—Employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City’s contract with the provider.
- 5.3.2 *Changes in Plan*—Effective 7/1/00, the annual benefit shall increase to \$1,500.

- 5.3.3 *Orthodontia*—The lifetime orthodontia coverage is \$1,000 for eligible participants.
- 5.3.4 *Payment of Premium Costs*—The City shall pay the premium costs for employees and their dependents to the insurance provider.
- 5.3.5 *Effective Date of Coverage*—Coverage is effective on the first day of the month following completion of 6-full-months of employment with the City, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
- 5.3.6 *Dental Insurance for Employees Who Retire*—An employee who retires on a service, industrial disability, or non-industrial disability retirement from the City shall be provided the opportunity to continue dental insurance for themselves and eligible dependents under the City's group plan by paying for the premium payments through the City. The employee must be enrolled in the dental plan prior to retirement. The employee will be completely responsible for these payments and for continuing the insurance coverage.
- 5.4 *Vision Insurance*—Vision Insurance—Subject to the terms of the City's vision insurance plan, employees and their dependents shall be provided vision insurance.
- 5.4.1 *Available Plan*—Employees and their dependents shall be provided vision insurance, subject to the terms and conditions of the City's contract with the provider. The provided plan is Vision Service Plan, Plan B, with a \$10.00 deductible.
- 5.4.2 *Payment of Premium Costs*—The City shall pay the premium costs for employees and their dependents to the insurance provider.
- 5.4.3 *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
- 5.4.4 *Vision Insurance for Employees Who Retire*—An employee who retires on a service, industrial disability, or non-industrial disability retirement from the City shall be provided the opportunity to continue vision insurance for themselves and eligible dependents under the City's group plan by paying for the premium payments through the City. The employee must be enrolled in the vision plan prior to retiring. The employee will be completely responsible for these payments and for continuing the insurance coverage.
- 5.5 *Discretionary Benefit Option*—An employee may elect, once each year, to receive deferred compensation monies and to have the City pay 80% of the cost in lieu of medical, dental, and vision benefits into the employee's deferred compensation account.
- 5.5.1 *Proof of Alternate Insurance*—The employee must provide proof of alternate medical insurance and will be held responsible for maintaining own medical insurance benefits through the alternate source.

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- 5.5.2 *Method of Computation*—The City shall utilize a weighted average for determining the cost of such benefit. The City shall determine the total premium dollars for employees who are members of each of the City’s medical plans, and then divide it by the number of members to get the average medical cost. The dental and vision composite rates will be added to the average medical cost. Eighty percent of this total will be the amount deposited in the employee’s deferred compensation account in lieu of the paid medical, dental, and vision benefits.
- 5.5.3 *Exercising the Option*—Employees wishing to exercise this option may do so by submitting a completed Discretionary Benefit Option form to the Human Resources Department. Employees may change the discretionary benefit option once each year during the open enrollment period for medical plans, or at another time during the year provided the employee can demonstrate to the City’s satisfaction a bona-fide need.
- 5.6 *Insurance Benefits for Communications Center Employees*—
- 5.6.1 *Thirty-two Hour Employees Hired Prior to 8/12/86*—Communication Dispatchers and Supervising Communications Dispatchers employed by 8/12/86, who voluntarily reduced their schedule from a 4/10 plan to a 8-hour per day, 32-hour per week plan, shall be provided health and welfare benefits as if they were employed on a full-time basis or receive 100% of the costs as cash out or in lieu monies based upon the formula set forth below.
- 5.6.2 *Thirty-two Hour Employees Hired After 8/12/86*—Employees whose regular work schedule is 8 hours per day, 32 hours per week, shall be entitled to elect, once each year, to receive deferred compensation monies and to have the City pay 80% of the costs as cash out or in lieu or in lieu monies based upon the formula set forth below.
- 5.6.3 *Forty-hour Employees*—Only full-time communication center employees may either receive 100% of the costs as cash out or in lieu monies.
- 5.7 *Life Insurance and Accidental Death and Dismemberment Insurance*—
- 5.7.1 *Term Life Value*—Subject to the terms and conditions of the City’s contract with the provider, the Term Life Insurance for employees has a face value equal to 1.5 times the employee’s annual base earnings.
- 5.7.2 *AD&D Value*—Subject to the terms and conditions of the City’s contract with the provider, Accidental Death and Dismemberment Insurance available for employees is in an amount equal to 1.5 times the employee’s annual base earnings.
- 5.7.3 *Payment of Premium Costs*—The City shall pay the premium costs for employees to the insurance provider.
- 5.7.4 *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate on the date the employee ceases to be an employee of the City.
- 5.8 *Disability Insurance Program*—Subject to the terms and conditions of the City’s contract with the provider, only full-time employees shall be provided Short-term Disability

(STD) and Long-term Disability (LTD) insurance. If an eligible and covered employee becomes disabled while insured, the provider will pay benefits according to the terms of the group policy after receipt of satisfactory proof of loss.

5.8.1 *Short-term Disability*—After a 20-calendar day waiting period, an employee may receive 66.67% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefit begins.

5.8.2 *Long-term Disability*—After a 90-calendar day waiting period, an employee may receive 66.67% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount.

5.8.3 *Payment of Premium Costs*—The City shall pay the premium costs for medical, dental, vision, and life insurance for employees to the insurance providers.

5.8.4 *Effective Date of Coverage*—Coverage is effective the first day of the calendar month following the date of hire. Coverage ends on the date employment terminates.

5.9 *Retirement Plans*—The benefit contract in effect between the City and the Public Employees' Retirement System (PERS) on behalf of employees of this Unit shall be continued during the term of this Memorandum of Understanding. Retirement benefits shall be those established for miscellaneous employees by the Federal Social Security Act providing Old Age and Survivor's Insurance and the Public Employees' Retirement System (PERS) Miscellaneous Employees' 2% at age 55 Plan.

5.9.1 *Employee Contributions to Retirement System*—The rate prescribed by the Social Security Act for employee contributions shall be deducted from the pay by the City and forwarded to the system in accordance with the rules and regulations governing such employee contributions. This amount is 7% of base salary for Miscellaneous Employees as prescribed by PERS.

5.9.2 *Optional Provisions Added*—An employee who has served in the military may be eligible for Military Service Credit, as authorized by the Government Code.

5.9.3 *New Provisions Added*—See Appendix E for new provisions.

5.10 *Section 457 Deferred Compensation Plan*—Employees are eligible, subject to the terms and conditions thereof, to participate in the Deferred Compensation Plans available to City employees.

5.11 *Section 125 Plan*—Based on the terms and conditions of the City's plan, each employee may participate in the IRS-defined section 125 plan. Effective 7/1/00 part-time regular and grant-funded employees will be eligible to participate in this benefit.

5.11.1 *Health Care Reimbursement*—This program is available for out-of-pocket unreimbursed health care expenses as allowed under the Plan.

5.11.2 *Dependent Care Reimbursement*—This program is available for out-of-pocket unreimbursed dependent care expenses as allowed under the Plan.

5.12 *Deceased Employee Benefits*—The City will provide up to 1 year of City-paid medical coverage to the spouse of an active employee who dies.

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- 5.12.1 *City-provided Retiree Spouse Benefit*—The City will provide up to 2 months of City-paid medical coverage to the spouse of a retired employee upon the retiree's death.
- 5.12.2 *Spouse-paid Benefit*—The City will allow the spouse of a deceased employee or retiree the option to purchase medical insurance from a City-provided medical, dental, or vision plan at the City's premium rate, provided that the employee/retiree and spouse were be enrolled in the health plan prior to retirement; there is no cost to the City; the health provider does not require a City contribution; and the City is held harmless if the coverage is discontinued.
- 5.13 *Payment of Unused Accumulated Sick Leave*—
- 5.13.1 *Payment of Unused Accumulated Sick Leave for Employees Hired Prior to 7/1/00*—For those employees hired prior to 7/1/00 and who have been employed with the City for a continuous period of 5-full years and who separate from City service in good standing shall be eligible to receive payment for accumulated and unused sick leave hours on record.
- 5.13.2 *Payment of Unused Accumulated Sick Leave for Employees Hired 7/1/00 or Later*—For those employees hired 7/1/00 or later; upon death, separation from City employment as a result of a work-related injury/illness, a full-service retirement after 10 years of service, or retirement at age 50, an employee shall be paid for half of the accumulated sick leave at the time of separation, retirement, or death.
- 5.13.3 *Rate Payable*—Payment of unused accumulated sick leave hours for eligible employees shall be made at the employee's actual hourly rate of pay for which the employee otherwise qualifies pursuant to the provisions of Appendix B.
- 5.13.4 *Time of Payment*—An employee, or an employee's beneficiary, shall become eligible to receive payment for unused sick leave hours upon separation in good standing or upon the death of an eligible employee. Payment may be made at the time of an employee's separation or may be deferred to the first payroll period in the calendar year immediately following, at the option of the payee.
- 5.13.5 *Hours Payable*—An eligible employee shall receive payment for 50% of the unused sick leave hours on record, up to a maximum of 1200 recorded hours with a payable amount of no more than 600 hours.

Article 6. Hours of Work and Work Schedules

- 6.1 *Normal Workweek*—Except for the purposes of the Library, the full-time regular workweek shall consist of 5-consecutive 8-hour days.
- 6.2 *Normal Workday*—Eight-consecutive hours of work shall constitute a full-time regular work shift except that they may be interrupted by a lunch break. All employees shall be scheduled to work on a regular work shift; and each work shift shall have a regular starting and quitting time.

- 6.3 *Meal Periods and Breaks*—Employees in field positions in the appropriate divisions will be granted a 30-minute unpaid meal period at the approximate mid-point of the work shift.
- 6.4 *Clean-up Period for Maintenance Services Employees*—In addition, the maintenance employees will receive a paid 10-minute clean-up period for a combined total of 40 minutes, including travel. The morning and afternoon break periods of 15 minutes each will be taken at the job site unless another location is approved by the supervisor.
- 6.5 *Work Schedule*—Work schedules showing the employee's shifts, workdays, and hours shall be posted on the employee bulletin boards at all times. Work assignments and shift changes will be made at the beginning of the week during which a shift change is required, except in emergencies or if the affected employee agrees to such a change at another time during the regularly assigned work shift.
- 6.6 *Alternate Workweek Schedules*—For the purposes of the Library and for those departments continuously operating, or with hours of business that are open more than a normal business day, or for employees who work alternate workweeks, those employees shall work a schedule that is consistent with those hours. With the department head's approval, maintenance crews will be allowed the opportunity to work a 9/80 flexible work schedule. The schedule will include a 9-hour workday Monday-Thursday and an 8-hour workday on alternate Fridays.
- 6.7 *Flexible Schedules*—Upon the approval of the department head, an employee may arrange to work a flexible work schedule. This schedule may provide for a starting time other than the normal starting time on each workday and a quitting time other than the normal quitting time on each workday and it must not exceed 80 hours in a payperiod.
- 6.8 *Schedule Changes*—Except for situations where the City determines an emergency exists, changes in work schedules shall not be made until the employee and representative have been given reasonable opportunity to discuss said changes with the appropriate management representatives.
- 6.9 *Work Schedules in the Communications Center*—
- 6.9.1 *Communication Center Work Schedules*—The department head shall schedule employees' workdays and workweeks, including shift assignments as necessary.
- 6.9.2 *Changes to Scheduled Workdays and Workweek*—The City shall meet and confer with the Union on any proposed changes to the length of the workday or the numbers of days per week employees are normally scheduled to work.
- 6.9.3 *Meal and Rest Periods*—
- 6.9.3.1 *Meal Breaks*—An employee will be granted a meal break away from the workstation of 30-minutes duration, provided that sufficient coverage of the work station is available. Employee's time on authorized meal breaks shall be considered as time worked.
- 6.9.3.2 *Rest Periods*—When workload permits, employees may be allowed to take an informal up to a 15-minute rest break within the workstation. Employee's time on such rest breaks shall be considered as time worked. The department will provide a rest break when a unit member has served

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- an additional half shift of overtime, provided that staff is reasonably available to cover the break period.
- 6.9.3.3 *Meal and Rest Periods Combined*—Provided that sufficient coverage of the work station is available among dispatchers and supervising dispatchers, an employee may be allowed to combine the 15-minute rest break with the meal break, for a total 45-minute meal break.
- 6.9.4 *Shift Assignments*—The department head shall assign employees to shifts as necessary for the effective operations of the Communication Center.
- 6.9.5 *Temporary Assignments*—The department head may temporarily reassign an employee to another shift when it is necessary to accommodate temporary employee shortages.
- 6.9.6 *Shift Seniority*—Every 6 months, communications dispatchers will be allowed to select a shift based upon seniority. Such seniority shall be determined by date of hire as a communications worker. In order to provide some rotation of desirable shifts, no unit member will be allowed to select from the same shift group for more than 3-consecutive bid periods.
- 6.9.7 *Shift Bids*—Employees shall be allowed to bid for their preferred shift assignments in December and June of each year for shift assignments to become effective in January and July, respectively. Seniority within classification will be given priority in assigning employees their preferred shifts, provided that the operating needs of the communication center have been reasonably met. The shift schedules to become effective in January and July respectively will normally be posted 4-calendar weeks prior to becoming effective.
- 6.9.8 *Workweek/Workday for Communications Center Employees Who Converted*—
- 6.9.8.1 *Workweek for Communication Center Employees Hired Prior to 8/12/86*—
For unit members employed by 8/12/86, and who convert from the 4/10 plan, the regular normal workweek and workday shall be either 8 hours per day/32 hours per week, or 8 hours per day/40 hours per week, depending on assignment selection.
- 6.9.8.2 *Workweek for Communication Center Employees*—For unit members employed after 8/12/86, the regular workweek and workday shall be 8 hours per day/40 hours per week. This definition shall apply for overtime purposes even though an employee is assigned to a workday/workweek, which is less than 8 hours/40 hours, as specified.
- 6.9.9 *Shift Rotation*—No unit member shall be allowed to select from the same shift group for more than 3-consecutive bid periods. The groups as defined, are day shifts (shift numbers 1, 2, and 3), swing shifts (shift numbers 4 and 5), and night shifts (shift numbers 6, 7, and 8). The supervising communications dispatchers will also select shifts in the same ratio as the available shifts, working up to 3-consecutive 6-month periods on one of the two shifts available to them before they must work one 6-month period on the other shift.

6.9.10 *Dispatcher Staffing*—There will be six 32-hour workweeks and six 40-hour workweeks for on-line dispatchers. Supervising communications dispatchers are assigned to a schedule that satisfies 40 hours per week. The shifts are:

- 1 0630 to 1430
- 2 0800 to 1600
- 3 1100 to 1900*
- 4 1430 to 2230
- 5 1600 to 2400
- 6 1830 to 0230
- 7 2230 to 0630
- 8 2400 to 0800

* Note that the number 3 shift is considered a relief shift and may be reassigned to work another schedule.

32-hour Workweek						
S	M	T	W	T	F	S
0	0	0	1	1	1	1
0	0	0	4	4	4	3
0	0	0	6	6	6	5
6	6	6	0	0	0	6
8	0	0	0	8	8	8
0	0	3	3	3	3	0

40-hour Workweek						
S	M	T	W	T	F	S
1	1	1	0	0	2	2
2	2	2	2	2	0	0
5	5	5	5	5	0	0
4	4	4	0	0	5	4
7	7	7	7	0	0	7
0	8	8	8	7	7	0

Article 7. Leaves

7.1 *Holidays*—Part-time regular and grant-funded employees receive this holiday benefit on a pro-rated basis.

7.1.1 *Discretionary Holiday*—Each regular employee shall be eligible for one holiday in addition to the holidays observed by the City. Part-time regular and grant-funded employees receive this benefit on a pro-rated basis. An employee’s discretionary holiday may be taken at the discretion of the employee and as approved by the department head. An employee must take the discretionary holiday each calendar year before the payperiod prior to the last payperiod of the calendar year. An employee who has not used the discretionary holiday by that payperiod shall forfeit the receipt of compensated time or pay for such holiday for that calendar year.

7.1.2 *Observed Holidays*—

7.1.2.1 *Full-day Holidays*—The City shall observe the following full-day holidays.

- January 1st New Year’s Day
- Third Monday in January Martin Luther King, Jr. Day
- Third Monday in February President’s Day
- Last Monday in May Memorial Day
- July 4th Independence Day
- First Monday in September Labor Day

Second Monday in October.....	Columbus Day Observed
November 11 th	Veteran's Day
Fourth Thursday in November.....	Thanksgiving Day
Friday following Fourth Thursday in November.....	Day After Thanksgiving
December 25 th	Christmas Day

7.1.2.2 *Half-day Holidays*—In addition, the City observes the following half-day holidays.

December 24 th	Christmas Eve Day
December 31 st	New Year's Eve Day

7.1.2.3 *Day of Holiday Observation*—Holidays which fall on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the previous Friday. Half-day holidays shall be observed on the workday immediately previous to the day Christmas Day and New Year's Day are observed.

7.1.3 *Holiday Compensation in the Communications Center*—In lieu of paid time off for a holiday, each employee shall receive holiday compensation as follows.

7.1.3.1 *Full-day Holidays*—An additional 8 hours of compensation at the employee's actual base hourly rate of pay in each payperiod in which the City's full-day holiday occurs, as identified above.

7.1.3.2 *Half-day Holidays*—An additional 4 hours of compensation at the employee's actual base hourly rate of pay in each payperiod in which the City's half-day holiday occurs, as identified above.

7.1.4 *Holiday Eligibility*—Employees who are on paid status the entire day before and the entire day after a holiday shall be eligible to receive holiday compensation with the holiday time considered as hours worked.

7.1.5 *Day of National Mourning or Celebration*—In addition, the City may observe any other day of national mourning or celebration, provided that it has been proclaimed by the City Council and provided that the council directs the closure of City offices for public service. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day in which the council proclaims such a holiday.

7.1.6 *Holiday Compensation for Employees on Injury or Illness Leave or Paid Family Care Leave*—An employee who is scheduled to work on the day immediately prior to a holiday, on the actual day of a holiday, or the day immediately following a holiday who does not report for duty as scheduled due to personal injury or illness or Paid Family Care Leave shall submit such verification or certification of illness or injury as is satisfactory to the department head prior to receiving compensation for the holiday.

7.1.7 *Employees not Eligible for Holiday Compensation*—A new employee who is not on regular paid status for the entire payperiod during which a holiday occurs shall not be eligible for holiday compensation during that payperiod. Employees on long-term disability are not eligible for holiday compensation.

7.2 *Vacation*—All full-time regular employees shall be eligible to earn and be granted vacation leave.

7.2.1 *Vacation Accrual Rates*—Each employee shall accrue vacation hours in accordance with the following accrual rate schedule.

<i>Length of Service</i>	<i>Payperiod Accrual Rate</i>	<i>Annual Rate</i>
1 st through 4 th years.....	4.62 hours.....	15 days
5 th through 14 th years.....	6.16 hours.....	20 days
15 th through 24 th years.....	7.69 hours.....	25 days
25 th and succeeding years.....	9.23 hours.....	30 days

7.2.2 *Vacation Scheduling*—The times during the year at which an employee shall take a vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. Vacation shall be taken in increments of one week unless otherwise approved by the department head. Employees shall request vacation at least three days in advance.

7.2.2.1 *Communications Center Vacation Scheduling*—The department head shall schedule vacation periods during which employees shall take vacation time for which they are eligible. Employees shall be allowed to bid for their preferred vacation periods by seniority within classification. No more than 1 communications dispatcher and 1 supervising communications dispatcher may be on vacation at the same time.

7.2.3 *Deferral of Vacation Period*—In the event that the needs of the City are such that an employee is unable to schedule all of vacation time during a calendar year, the unused and unscheduled portion of the vacation may be deferred to the following calendar year.

7.2.3.1 *Approval of Vacation Deferral*—An employee may request the deferral of up to 40 hours of vacation leave from one calendar year to the following calendar year. The deferral of an employee's vacation time for any reason must be approved by the department head and by the City Manager.

7.2.3.2 *Deferred Vacation Not Taken*—Deferred vacation not taken by an employee in the calendar year immediately following the deferral year shall be compensated in time off or in pay to the employee during January of each calendar year.

7.2.4 *Maximum Vacation Accumulation*—An employee may accumulate for any reason no more than 30-working days or 240-working hours of vacation leave as unused vacation. Unused vacation leave earned by an employee in excess of the maximum accumulation amount on January 1st of each calendar year shall be paid to the employee in time off or in compensation to the employee during January of each calendar year.

7.2.5 *Vacation Compensation*—An employee, who is to receive payment for excess vacation leave or an employee who retires or separates from City employment, shall be compensated at the employee's actual base hourly rate of pay for which the employee otherwise qualifies for all compensable vacation leave on record.

An employee who retires or separates from City employment shall be paid for all unused accrued vacation leave at the time of separation.

- 7.3 *Notification Procedures*—Leave usage forms and notification procedures will be used. For all discretionary leaves, such as vacation, discretionary holiday, or compensatory time, an employee who is absent from work shall, as determined by departmental policy, notify the immediate supervisor or such other person as may be designated. For other such leaves, the employee shall notify the immediate supervisor or such other person as may be designated at the earliest possible time that the employee is aware of the absence. The City reserves the right to confirm or verify use of leaves.
- 7.4 *Bereavement Leave*—Each regular employee may take leave without loss of pay for the purpose of attending the funeral of any member of his/her immediate family, as defined below. Effective 7/1/00 part-time regular and grant-funded employees will be eligible for this leave on a pro-rated basis.
- 7.4.1 *Leave Amounts*—
- 7.4.1.1 *Within California*—An employee may be granted up to a maximum of 24 hours of bereavement leave per occurrence for the death or funeral of a family member within California.
- 7.4.1.2 *Outside California*—An employee may be granted up to a maximum of 40 hours of bereavement leave per occurrence for the death or funeral of a family member outside of California.
- 7.4.2 *Definition of Immediate Family for Bereavement Leave*—As used herein for bereavement leave, immediate family is defined as spouse, child, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. In addition, the department head may grant the above described leave in the event of the illness or disability, or for funeral of someone other than those persons designated if, in the department head's opinion, there exists an extraordinarily close relationship between the employee and such person.
- 7.5 *Sick Leave*—An employee who is absent from work and who is temporarily and/or partially disabled from performing work as a result of personal injury or illness and which injury or illness necessitates the employee's absence from work, shall be eligible to receive sick leave without loss of salary or benefits. Sick Leave for part-time regular and grant-funded employees is prorated.
- 7.5.1 *Sick Leave Accrual Rate*—Each full-time regular employee shall accrue sick leave hours at the rate of 3.69 hours per payperiod up to a maximum accrual of 1200 hours. An employee who worked less than full-time during the payperiod shall be credited with sick leave on a pro-rated basis for all paid time during the payperiod.
- 7.5.2 *Sick Leave Request*—An employee shall prepare and present a request for paid sick leave on each occurrence of sick leave on such forms and in accordance with such policies and procedures established for sick leave requests by the department head.
- 7.5.3 *Approval of Sick Leave Requests*—The department head shall review all sick leave requests and, if approved, the employee's request for paid sick leave shall be

- granted. The department head shall not unreasonably withhold approval of an employee's sick leave request.
- 7.5.4 *Verification of Injury or Illness*—
- 7.5.4.1 *Usual Verification*—An employee requesting paid sick leave shall provide such verification of actual injury or illness as is satisfactory to the department head. Usually, such verification shall be in the form of an employee's personal affidavit of injury or illness.
- 7.5.4.2 *Doctor's Verification of Injury or Illness*—A doctor's note of actual injury or illness is the verification that is prepared and signed by a doctor describing the nature and extent of the injury or illness and confirming that the employee has recovered sufficiently to assume light duty, or is able to perform regular work without restrictions.
- 7.5.4.3 *Required Verification of Illness*—The City may require verification of illness at any time, including a physician's note but only under the conditions when the City has a reasonable belief that the sick leave has been abused by the employee.
- 7.5.5 *Maximum Paid Sick Leave Time*—All leave taken and approved shall be provided to an employee without loss of pay or benefits provided that the employee has sufficient unused accumulated sick leave. An employee who has insufficient unused sick leave hours on record to use for the purposes prescribed may request the use of other paid leave balances or leave without pay. The department head may approve the use of other paid leave hours or leave of absence without pay in lieu of such leave by an employee for such purposes.
- 7.6 *Medical Appointments Leave*—A full-time regular employee may be granted leave without loss of salary or benefits for the purpose of going to appointments with health care practitioners or dentists in instances where the employee can demonstrate that the appointment could not have been reasonably scheduled to occur at a non-work time of the employee. Medical appointment leave will be charged on a calendar-year basis. Effective 7/1/00 part-time regular and grant-funded employees will receive this benefit on a pro-rated, non-retroactive basis.
- 7.6.1 *Approval*—An employee requesting such paid leave shall receive department head approval prior to the leave commencing. Medical appointment leave shall be authorized only for that period of time necessary to provide reasonable travel time to and from the appointment and the actual time required for the appointment.
- 7.6.2 *Affidavit of Leave*—The employee requesting such leave shall submit a personal affidavit describing the nature and need for the appointment.
- 7.6.3 *Leave Confirmation*—The City reserves the right to confirm or verify any appointment for which such leave is authorized.
- 7.6.4 *Medical Appointment Leave Charged to Sick Leave*—Absences of the first 8 hours per calendar year will not be charged to sick leave; the remainder of any leave used for medical appointment purposes will be charged to sick leave.
- 7.7 *Paid Family Care Leave*—For the purpose of obtaining medical consultation or treatment or for the caring of an injured or ill spouse, child, mother, father, or another family

member residing in the employee's home, full-time employees are eligible for the following.

- 7.7.1 *Employees Hired Prior to 7/01/00 Eligibility for Paid Family Care Leave*—Only those full-time regular employees in AFSCME covered classifications as of 6/30/00 shall be eligible for 16 hours of Paid Family Care Leave each calendar year.
- 7.7.2 *Employees Hired After 6/30/00 Eligibility for Paid Family Care Leave*—Those full-time regular employees hired into AFSCME covered classifications after 6/30/00 shall be eligible for 8 hours of Paid Family Care Leave each calendar year.
- 7.7.3 *Definition of Family Member for Paid Family Care Leave*—A family member shall include the employee's spouse, child, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. In addition, the department head may grant leave to an employee for some other person (other than "family member", as listed), if, in the opinion of the department head, there exists or existed an extraordinary close familial relationship between the employee and such other person.
- 7.7.4 *Sick Leave as Family Care Leave*—Employees accrue sick leave each year as defined in the sick leave Article of this Memorandum of Understanding. In recognition of Labor Code 233, effective 1/1/00, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member. A family member, as defined in Labor Code 233, shall include the employee's spouse, child, mother, and father. This leave may run concurrently with any family care leave permitted under federal or state law. The combined total of hours taken for family care purposes pursuant to Labor Code section 233, including any leave used from the Paid Family Care Leave provision, if eligible, shall not exceed half of the employee's combined annual allotment of sick leave and Paid Family Care Leave.
- 7.8 *Industrial Injury Leave*—An employee who is temporarily and/or partially disabled from performing work as the result of an injury or illness that has been determined to be industrially caused and necessitates the employee's absence from work shall be entitled to receive the following benefits:
 - 7.8.1 *Use of Accumulated and Unused Sick Leave*—An employee shall be entitled to use accumulated and unused sick leave hours to receive full compensation for all hours the employee is scheduled to work but is unable to work. Upon exhausting unused sick leave hours, an employee may use accumulated and unused vacation and/or compensatory time on record to receive full pay for all hours worked until the employee becomes eligible to apply for long-term disability benefits or is able to return to work, whichever occurs first.
 - 7.8.2 *Workers' Compensation Benefits*—Employees shall be eligible to receive workers' compensation disability benefits in accordance with the State of California

- workers' compensation laws. Employees who are using accumulated or unused sick leave, vacation leave, and/or compensatory hours, shall assign all workers' compensation proceeds to the City and shall have their sick leave, vacation and/or compensatory hours reimbursed on a dollar-for-dollar basis.
- 7.8.3 *Credit for City Reimbursement*—In the event that the City receives third party reimbursement for benefits paid to an employee, the City will credit the employee's sick leave, compensatory time, and/or vacation leave balances with full or partial credits consistent with the conditions of the third-party reimbursement.
- 7.9 *Military Leave*—Military leave shall be granted in accordance with the provisions of applicable state and federal laws. All employees legally entitled to military leave shall provide the department head with the information, within the limits of military orders or regulations, to determine when such leave shall be taken. The department head may modify the employee's work schedule to accommodate the requirements applying to the leave.
- 7.10 *Maternity Leave*—An employee may be granted maternity leave as follows:
- 7.10.1 *Pregnancy-related Disability*—Employees may be granted leave up to the maximum period of time permitted by law for disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions for reason of the birth of a child or the placement of a child with an employee in connection with adoption.
- 7.10.2 *Non-disability Maternity Leave*—An employee who is no longer disabled from performing work due to pregnancy, childbirth, or related medical conditions for reason of the birth of a child and is medically released to return to work, shall be allowed to use accumulated compensatory time, vacation, and/or an unpaid leave of absence upon the written request of the employee, subject to all of the following limitations:
- 7.10.2.1 *Leave Usage*—The employee's request for leave of absence without pay shall not be granted unless and until the employee first has used all accumulated compensatory time and vacation leave.
- 7.10.2.2 *Maximum Absence*—The maximum term for a non-disability pregnancy-related leave shall be no more than 6 months.
- 7.11 *Unpaid Leave of Absence*—The City may grant an employee in a permanent position a leave of absence without pay not to exceed 1 year. A request for the leave and the reason therefore shall be submitted in writing and must be approved by the department head and the City Manager.
- 7.11.1 *Reinstatement Upon Return From Leave*—Upon expiration of the approved leave, the employee shall be reinstated to the former position without loss of service credits or benefits (subject to the terms of the contracts with the benefit providers) accrued prior to said leave. However, during the period of the leave, the employee shall not accumulate service credits, nor shall the City continue contributions toward group insurance or the retirement plan.
- 7.11.2 *Failing to Return from Leave*—Failure on the part of the employee to return to work on the date scheduled, shall be cause for discharge.

Article 8. Light-duty Program

8.1 *Light-duty Program*—The purpose of this light-duty program is to minimize the loss of productive time, while at the same time reintroduce the employee to work to prevent deterioration of skills, facilitate recovery, and reduce income loss. Light-duty assignments will be structured so that employees are not placed in a duty status that would aggravate or cause a reoccurrence of injury or illness. Light-duty assignments will not be made unless the employee receives medical clearance from the treating physician to return for light duty. This program shall be coordinated with applicable workers' compensation benefits so that benefits are provided at the level not less than mandated by state law.

8.1.1 *Coverage*—This light-duty program will cover any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness.

8.1.2 *Determination/Required Reports*—

8.1.2.1 *Assignments*—Light-duty assignments may be made following evaluation and determination by the department head. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determinations will also be based on the needs of the City and the impact of light duty on departmental operations. The evaluation and determination of light-duty assignments will be based on the employee's medical restrictions and upon agreement of the department head, the employee, and the affected supervisor.

8.1.2.2 *Medical Updates*—Updated medical reports shall be submitted to the department head at two week intervals, or at other agreed upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether a light-duty assignment has been made. Reports will be evaluated by the department head for purposes of continuing or terminating a current light-duty assignment or to determine when to commence a light-duty assignment.

8.2 *Light-duty Assignment, Definitions, and Restrictions*—Light-duty assignments shall only be provided to employees with temporary disabilities where it has been medically determined that the employee will be able to return to the essential functions of his/her current job with or without accommodation. Under no circumstances shall the light-duty assignment be considered to be a permanent alternative position for purposes of reasonable accommodation under applicable law. Light-duty assignments:

- May consist of reduced work hours, limited work, or any combination thereof.
- Will not adversely affect the employee's normal wage rate.

- Will be within the employee's assigned department; or if no regular work is available, the employee may be assigned work outside of the department consistent with skill and ability.
 - When feasible will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee can be assigned light duty during the normal office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - Will be developed based on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.
- 8.3 *Holidays/Vacations during Light-duty Assignments—*
- 8.3.1 *Observed Holidays—*Holidays shall be observed in accordance with the light-duty assignment work hours and workweek. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take a holiday off, so shall the light-duty employee. If the employee is assigned to work hours in a department, division, or operating unit where employees in that work unit work holidays, so shall the light-duty employee. Compensation for holidays shall be in accordance with this Memorandum of Understanding.
- 8.3.2 *Vacations—*Employees assigned to light duty shall take their vacation as normally scheduled. Vacations shall cover the same number of workdays and calendar days as would have been if the employee had remained on full duty. Employees may reschedule their vacation with the approval of the department head, provided the rescheduling does not result in increased costs or lost time to the City for relief staff to cover the rescheduled vacation.
- 8.4 *Return to Full Duty—*Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of the classification with or without reasonable accommodation.

Article 9. Education Expense Reimbursement Program

- 9.1 *Education Expense Reimbursement Program—*An employee who takes a job-related course at an accredited institution of learning shall be eligible for the costs of tuition, fees and course materials upon the successful completion of the course and upon the employee achieving a grade of "C" or better, or passing for a pass/fail course.
- 9.2 *Reimbursement Amount—*An employee who takes a job-related course at an accredited institution of learning shall be eligible to receive reimbursement per fiscal year for the costs of tuition, fees, and course materials. The employee will be eligible for this reimbursement upon the successful completion of the course and upon the employee having achieved a grade of "Pass" or "C" or better.
- 9.3 *Qualifying for Program—*In order to qualify for reimbursement, the employee must:
- 9.3.1 *Department Head Approval—*Prior to enrollment, the employee must receive the written approval of the department head concerning the particular course. To be

approved by the department head, the department head must find that the course must be job-related after reviewing the request which briefly describes why the employees believes the course to be job-related.

- 9.3.2 *Reimbursement Request*—Provided that the department head finds that the course is job-related and approves the employee’s request, the employee shall submit a request for reimbursement to the City Manager that includes a copy of the department head’s written approval of the course, a copy of the employee’s course grade, the receipts for all course expenses, and a total amount requested for reimbursement.
- 9.3.3 *City Manager Approval*—The City Manager shall approve the employee’s request for reimbursement provided that the employee has prepared the request in compliance with this Article.

Article 10. Recreational Facilities and Classes

10.1 *Admission to Classes*—

10.1.1 *Full-time Employees*—All full-time regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 5 recreational classes during a 12-month period (lab fees or ingredient fees not included).

10.1.2 *Part-time and Grant-funded Employees*—All part-time regular and grant-funded employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 3 recreational classes during a 12-month period (lab or ingredient fees not included).

10.2 *Use of Facilities*—Employees using City recreation facilities and enrolled in City recreational classes shall engage in such activities on the employee’s non-work time. Employee admission to recreation facilities and recreation classes shall be accomplished in conformance with the rules and regulations established by the source department.

Article 11. Replacement and Reimbursements

11.1 *Tool Replacement Costs*—

11.1.1 *Replacement Amount*—An employee in an eligible classification who is required to provide tools shall be eligible to receive up to \$340.00 per fiscal year for the purpose of providing the employee with tool replacement costs. Eligible classifications are as identified in Appendix D.

11.1.2 *Reimbursements*—In order to receive reimbursement for tool costs or tool replacement, an employee must be required to provide tools for the job and must submit a reimbursement request to the City prior to the reimbursement cutoff date each fiscal year of June 1st.

- 11.2 *Safety Shoe Reimbursement*—The City will reimburse employees in eligible classifications who purchase and wear approved safety shoes during their regular duty shift up to \$150.00 per fiscal year. Eligible classifications are noted in Appendix D.

Article 12. Safety Program and Equipment

- 12.1 *Observation of Safety Rules and Regulations*—Both the City and the Union shall expend every reasonable effort to ensure that work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations. Each employee covered by this memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony.
- 12.2 *Safety Program*—The City has established a safety program and representatives of this unit shall serve on the safety committee.
- 12.3 *Safety Equipment*—The City shall continue to supply employees with safety equipment required by the City and/or Cal/OSHA. All employees shall use City supplied safety equipment only for the purposes and uses specified under applicable safety rules and regulations.
- 12.4 *Prescription Safety Glasses*—Prescription safety glasses will be provided to those employees who are required by safety regulations to wear them on the job, provided employees use the City's vision care plan in order to obtain the prescription. Those classifications eligible for prescription safety glasses are identified in Appendix D.

Article 13. Dress and Uniform Policy

- 13.1 *Communications Center Dress Policy*—Clothing must be neat and clean with the following not allowed—ragged or torn clothing, halter tops, cut-off tops, or shorts; clothing displaying obscene or indecent language; pictures of slogans; thongs, house shoes, slippers, or other footwear with exposed toes.
- 13.2 *Maintenance Services Uniform Policy*—The uniform policy for the maintenance services division includes parks, streets, building maintenance, and garage staff who are supplied with work apparel.
- 13.2.1 *Purpose and Intent*—The purpose and intent of this policy is to assist the public in identification of our staff, provide a consistent appearance, and promote a professional image of our City's work force.
- 13.2.2 *Work Clothing*—Employees are provided with a change of shirt and pants for each workday and coveralls if so desired. The City has a contract with a uniform company to provide work clothing and will pay the expenses to provide these uniforms. The City will provide 6 t-shirts that will be laundered by the employee.

In addition, the City also supplies safety colored jackets, vests, sweatshirts, and hats.

- 13.2.3 *Wearing and Use of Work Clothing*—Each employee who is provided work clothing will wear it each day. No modifications will be made, removed, or added to the clothing to personalize garments. Two styles of shirts are available—tails and square cut. Shirts with tails must be tucked into the pants; however, square cut shirts may remain outside of the pants. Both types of shirts must be buttoned to be consistent with a neat, professional appearance. If the employee desires to wear a hat, only hats issued by the City will be worn.
- 13.2.4 *Jackets and Sweatshirts*—The employee may wear jackets and sweatshirts as issued by the City only. The employees will clean these. The City will replace all uniform apparel on an as needed basis.
- 13.2.5 *Repair or Replacement of Uniforms*—Each employee is required to communicate to the uniform company the loss or needed repair of garments through the contractors notification system. Problems or shortages of garments will be reported to the employee's supervisor.
- 13.2.6 *Dress Standards*—Employees will be evaluated on their dress and use of uniforms. Employees who consistently fail to adhere to this policy may be subject to disciplinary action.
- 13.3 *Protective Garments for Safety Inspectors*—The City shall supply and maintain overalls for building inspectors and the public works inspector as identified in Appendix D.

Article 14. Class A and B Driver's Licenses

- 14.1 *Requirement*—A commercial class B driver's license will be required for all employees hired after 8/1/96, in the classifications identified in Appendix D. Those employees who possessed a Class B license as of 8/1/96 will be required to maintain the license.
- 14.2 *License Reimbursement Costs*—The City shall reimburse the employees identified in Appendix D the actual cost of the license and license renewal fee for a class A and B license.

Article 15. Personnel Practices

- 15.1 *Transfer and Promotion*—
 - 15.1.1 *Transfer*—An employee may be transferred by the City Manager from one position to another position in the same or comparable classification carrying essentially the same maximum salary and which the employee is qualified to perform.
 - 15.1.2 *Promotion*—The City shall endeavor to fill vacancies by promotion when in the best interests of the service. In the event the City Manager determines to fill a vacancy by promotion, the personnel board prepares and administers an

- examination for those employees who meet the minimum qualifications. The names of the successful candidates shall be recorded in the order of their standing in the examination on an employment list. Closed promotional appointments shall be made from the first 4 candidates (the number may unilaterally be changed by City Council resolution) on the employment list who are ready, willing, and able to accept the position offered.
- 15.1.3 *Flexible Staffing*—Sufficient positions will be provided so that all full-time regular employees in the Library Assistant I classification with 2 years of experience will be eligible to be promoted to the full-time regular Library Assistant II classification, providing the employees pass an examination.
- 15.2 *Time Off for Examination*—Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.
- 15.3 *Employment Lists*—Promotional lists shall become effective upon approval thereof by the personnel board. Employment lists shall remain in effect for 1 year, unless sooner exhausted and may be extended, prior to their expiration dates, by action of the personnel board for additional 3-month periods, but in no event shall the list be extended for more than one additional year. If an appointment is to be made from an open-competitive list, the names of all persons on the list shall be certified. The name of any person on an employment list may be removed by the City Manager for any of the following reasons, if:
- 15.3.1 *Formal Request*—The eligible person requests, in writing, the name to be removed.
- 15.3.2 *Failing to Respond*—The employee fails to respond to a written offer of employment 6-business days from mailing.
- 15.3.3 *Investigation Report*—A subsequent background investigation is unsatisfactory.
- 15.3.4 *Passed Over*—The person has been passed over for appointment 3 times.
- 15.4 *Probationary Periods*—All original and promotional appointments shall be tentative and subject to a probationary period of not less than 12 months of actual service from the date of probationary appointment or promotion.
- 15.4.1 *Probation Reinstatement and Re-employment*—An employee who is laid off and subsequently appointed as a result of certification from an employment eligible list to a position of different classification than that from which laid off, shall undergo the probationary period prescribed for the classification to which appointed. Former probationary employees appointed from a reinstatement or re-employment list must serve the remainder of their probationary period in order to attain permanent status.
- 15.4.2 *Probation Transfer*—Employees who transfer to another division shall be required to undergo a new probationary period in the position into which transferred. If unsuccessful in the new probationary period, the voluntarily transferred employee shall be reinstated into their former position. Employees transferred non-voluntarily shall be reinstated to their former position if unsuccessful in their new probationary period.

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- 15.4.3 *Probation Promotion*—An employee who previously completed the requisite probationary period and who is rejected because of a subsequent probationary period for a promotional appointment, shall be reinstated to the former positions from which the employee was promoted, provided that this Subsection shall not be construed so as to prohibit the City from discharging any employee during a subsequent promotional probationary period.
- 15.4.4 *Rejection during Probationary Period*—The appointing authority may terminate a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to the procedures provided in the grievance Article of this Memorandum of Understanding, unless the employee alleges that the termination was due to discrimination prohibited by City, state, or federal statutes or regulations. If such discrimination is alleged, the appeal or grievance shall be decided by the Assistant City Manager solely on the basis of whether or not the termination was due to discrimination. Unless it is determined that there was discrimination, the Assistant City Manager hearing the appeal or grievance shall not substitute their judgement for that of the appointing authority. The Assistant City Manager's decision is final.
- 15.5 *Performance Appraisals*—At a permanent employee's discretion, within 10 days of receiving the performance appraisal document, the employee may meet with evaluator's immediate supervisor to discuss the evaluation. The decision of the evaluator's immediate supervisor is final and is not required to be in writing, and the employee will have no other right to appeal.
- 15.6 *Resignation and Reinstatement*—
- 15.6.1 *Resignation*—An employee desiring to leave the City in good standing shall submit a letter of resignation to the immediate supervisor no later than 2 weeks in advance of the effective date of separation; complete an exit interview; and receive at least a satisfactory final evaluation.
- 15.6.2 *Reinstatement*—A permanent employee, who has resigned in good standing, may be reinstated within 2 years of the effective date of resignation. Such reinstatement may be to a vacant position in the employee's former classification, or to one in a comparable classification which does not carry a significantly higher rate of pay and which employee is qualified to perform. Reinstatement shall be made at the salary step approved by the City Manager. The reinstated employee will serve the designated probationary period for that classification prior to becoming a permanent employee, regardless of the salary rate at which the employee is reinstated.

Article 16. **R**eduction-in-**F**orce, **L**ayoff, and **R**e-employment

- 16.1 *Seniority*—Seniority, for the purpose of layoff, is defined as length of continuous full-time employment within the service of the City, except for service on a provisional and temporary status. Seniority shall be retained, but shall not accrue during any period of

- leave without pay, except for authorized military leave granted pursuant to California state military and veterans' code.
- 16.2 *Council Determination*—Whenever in the judgment of the City Council, it becomes necessary in the interest of economy or because of necessity for the position or employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and lay-off, reassign, demote or transfer an employee holding such position or employment and same shall not be deemed a disciplinary act or act requiring written charges. The appointing authority may likewise lay off an employee in the competitive service because of material change in duties or organization or shortage of work or funds.
- 16.3 *Order of Layoff*—When one or more employees performing in the same class in the same City department are to be laid off (provisional and temporaries therein having already been terminated), the order of layoff in the affected department shall be as follows:
- 16.3.1 *Hourly Employees*—Part-time hourly employees including per diem, seasonal, and temporary workers.
- 16.3.2 *Probationary Employees*—Probationary employees by classification in reverse order of seniority.
- 16.3.3 *Part-time Regular Employees*—Permanent part-time employees by classification in reverse order of seniority.
- 16.3.4 *Full-time Regular Employees*—Permanent full-time by classification in reverse order of seniority.
- 16.4 *Identical City Service*—Should two or more employees have identical City service seniority, the order of layoff will be determined by classification seniority. Whenever two or more employees have identical classification seniority, a mutually agreeable random selection process shall determine the order of layoff in the affected department.
- 16.5 *Notice of Layoff*—Employees shall be forwarded written notice, including reasons therefor, by certified registered mail, return receipt requested or personally served, a minimum of 10-working days prior to the effective date of layoff. An employee receiving said notice may respond, in writing, to the City Manager. The employee's representatives shall receive concurrent notice, and upon request, shall be afforded the opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives which do not include the consideration of the merits necessity or organization of any service or activity. The employee must make this request in writing at least 5-working days prior to the effective date of layoff.
- 16.5.1 *Bumping Rights*—Employees receiving notice of layoff shall have the right to assume a position held by a less senior employee as follows:
- 16.5.1.1 *Same Classification*—The senior employee may bump a less senior employee in the same classification.
- 16.5.1.2 *Former Classification*—The senior employee may bump a less senior employee in a classification to which the senior employee was formerly assigned.

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- 16.6 *Reassignment In Lieu of Layoff*—
- 16.6.1 *Vacant Position in City*—In the event of layoff, the employee will be allowed to transfer to a vacant position that the City intends to fill in the same classification in any City department.
- 16.6.2 *Former Classification*—In the event that there are no vacant positions in the same classification in any department, an employee will be offered a vacant position in any classification at the same or lower salary in which permanent status had formerly been held, first in the affected department and then Citywide.
- 16.6.3 *Displacement*—In the event that there are no vacancies as listed above, the employee shall have the opportunity, upon request, to be assigned to any classification in the department at the same or lower salary in which the employee meets the minimum qualifications and a regular layoff procedure in the same or lower-level classification shall apply.
- 16.6.4 *Salary Placement*—Employees transferred, assigned or demoted under this subsection, will be given a step in the new classification salary range closest, but not exceeding, the employee's salary at the time of appointment.
- 16.7 *Layoffs*—In the event that an employee is not reassigned in lieu of layoff, the employee shall be laid off. If an employee elects not to exercise bumping rights, the employee may be deemed to have been offered and to have declined such work. Laid off employees are to be paid for accrued vacation and sick leave when separated as a result of a layoff.
- 16.8 *Layoff Re-employment and Reinstatement Lists*—
- 16.8.1 *Classification Reinstatement List*—Probationary and permanent employees who are reclassified and/or demoted as a result of a reduction in force, shall have their names placed on a classification reinstatement list, in order of their seniority. Vacant positions within their classification shall first be offered to employees on this list.
- 16.8.2 *Re-employment List*—Employees who are laid off shall have their names placed on a re-employment list of classifications which, in the opinion of the personnel officer, requires basically the same qualifications and duties and responsibilities as those in the classification from which the layoff occurred, in order of seniority. Vacant positions in such classifications shall be offered to eligibles on the re-employment list that qualify for such vacancies prior to an open or promotional recruitment.
- 16.8.3 *Length of Placement on List*—No name shall be carried on a reinstatement or re-employment list for a period of longer than 2 years. Refusal to accept the first offer or reinstatement or re-employment within the same classification shall cause the name to be dropped from the list. Individuals not responding to written notification, by certified registered mail, return receipt requested, forwarded to their last given address, of an opening within 10-working days from mailing, shall have their names removed from either a reinstatement or re-employment list. Individuals who do not meet current employment standards (i.e., medical, licenses, etc.) shall have their names removed from either a reinstatement or re-employment list.

- 16.8.4 *Probationary Period*—Probationary employees appointed from a reinstatement or re-employment list must serve the remainder of their probationary period in order to attain permanent status.

Article 17. Emergencies

Nothing contained in the Memorandum of Understanding shall limit the authority of the department head or the City to make necessary changes during emergencies. The department head shall notify the Union of such changes as soon as possible. Emergency assignments of staff shall not exceed beyond the period of the emergency. An emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 18. Notification

The City shall give reasonable prior written notice to the Union of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall give the Union the opportunity to meet with the City prior to such adoption. In cases of emergency, when the City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

Article 19. Contracting Unit Work (except communications center employees):

- 19.1 *Contracting Work*—All unit work that City staff proposes to contract out will first fall under the provisions below:
- 19.2 *Union Notification*—At least 90 days prior to any council action to contract existing unit work, the City will provide the Union with notice and opportunity to submit alternative proposals. Notice shall include all documents and information relevant to the contract proposal. Any proposal for contracting out unit work shall be scoped out and specifications prepared to provide an opportunity for unit members to bid competitively on the services to be provided.
- 19.3 *Committee Review*—A joint committee comprised of three Union and three management representatives, each appointed by the respective parties, will review all unit work which the City proposes to contract out prior to such contracting out. The committee will meet within 30-calendar days of notice to review.
- 19.4 *Committee Results*—If after committee review there is no majority consensus agreement, the unit work may be considered by the City Council provided both the Union and management have the opportunity to provide the City Council with written reasons for being for or against the proposal.

- 19.5 *Bid Process*—All bids for work presented by private contractors shall be in accordance with the state of California’s prevailing wage laws without exception. The City shall review all bids submitted by private contractors for compliance with regard to prevailing wage rates.

Article 20. Grievance Procedure

This grievance procedure shall be applied in resolving grievances filed by employees covered by this Memorandum of Understanding.

- 20.1 *Definition of a Grievance*—A grievance shall be defined as any dispute that involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules, and regulations, the contents of which are not specifically covered by the provisions of this Memorandum of Understanding. Such excluded ordinances, resolutions, rules, and regulations shall not be subject to this grievance procedure.
- 20.2 *Time for Filing*—A grievance shall be void unless filed in writing within 45-calendar days from the date upon which the City is alleged to have failed to provide a condition of employment which has been established by this Memorandum of Understanding, or within 45-calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure. In no event shall a grievance include a claim for money relief for more than a 45-calendar day period plus such reasonable discovery period.
- 20.3 *Informal Discussion with Employee’s Supervisor*—Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent themselves as an individual, or may request the assistance of the Union in reducing to writing and formally presenting the grievance.
- 20.4 *Formal Written Grievance*—If the employee wishes to formally pursue the grievance, the employee shall present the written grievance to the supervisor’s immediate superior within 15-calendar days after the date upon which the grieving employee informally discussed the grievance with the immediate supervisor. The written grievance shall specify the Article, Section and/or Subsection of the Memorandum of Understanding which is alleged to have been violated by the City and shall specify dates, times, places and persons and other facts necessary to a clear understanding of the matter being grieved. The supervisor’s immediate superior has 15-calendar days from receipt of the grievance at this level in which to respond by returning a copy of the written grievance to the employee with the answer thereto. The grievant shall have 15-calendar days from receipt of the supervisor’s immediate superior’s answer within which to file an appeal to the department head.
- 20.5 *Grievance to Department Head*—The department head shall have 15-calendar days after the receipt of the grievance to review and answer the grievance in writing. A meeting

- between the department head and the grievant with his/her representative is required at this level unless waived by mutual agreement.
- 20.6 *Waiver of Supervisory Review*—If the grievance is not resolved after the informal discussion with the employee's immediate supervisor, the grievant and the department head may, by mutual agreement, waive review of the grievance at an intermediate step in the department's organization and may proceed to present the grievance to the department head.
- 20.7 *Arbitration of Grievance*—In the event that the grievance is not resolved by the department head, the grievant may, within 30-calendar days after receipt of the department head's decision, request that the grievance be heard by an arbitrator.
- 20.8 *Informal Review by the City Manager*—Prior to the selection of an arbitrator and submission of the grievance for hearing by an arbitrator, the City Manager shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The City Manager shall have 15-calendar days in which to review and seek adjustment of the grievance.
- 20.9 *Selection of Arbitrator*—The arbitrator shall be selected by mutual agreement between the City Manager and the grievant or the grievant's representative. If the City Manager and the grievant or the grievant's representative are unable to agree on the selection of an arbitrator, they shall jointly request the state mediation and conciliation service to submit a list of 7-qualified arbitrators. The City Manager and the grievant or the grievant's representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment specifically covered by the Memorandum of Understanding or to revise, modify or alter in any respect any provision in the Memorandum of Understanding.
- 20.10 *Duty of Arbitrator*—Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and disposition of the grievance which shall be final and binding upon the parties. The decision of the arbitrator shall be based solely upon the interpretation of the appropriate provisions of the Memorandum of Understanding applicable to the grievance and the arbitrator shall not add to, subtract from, modify or disregard any of the terms or provisions of the Memorandum of Understanding.
- 20.11 *Payment of Costs*—Each party to a hearing before an arbitrator shall bear own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne half by the City and half by the grievant, except that the moving party must pay any cancellation charge for both parties if an arbitration session is cancelled without sufficient notice to the arbitrator.
- 20.12 *Effect of Failure of Timely Action*—Failure of an employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

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- 20.13 *Non-Union Representation*—In the event that an employee chooses self-representation, or arranges for representation independent of the Union, the department head and the City shall make no disposition of a grievance which is inconsistent with the terms and conditions of this Memorandum of Understanding. In the event an employee shall elect to go to hearing independently, the Union shall have the right to be a full and equal party to such proceeding for the purpose of protecting the interests of its member under the terms of this Memorandum of Understanding.

Article 21. Severability

If any Article, Section, subsection, sentence, clause, or phrase of the Memorandum of Understanding is for any reason held to be invalid by a court of competent jurisdiction, such Article, section, subsection, sentence, clause, or phrase shall be suspended and superseded and the remainder of this Memorandum of Understanding shall not be affected thereby.

Article 22. Agreement, Modification, or Waiver

- 22.1 *Full and Entire Agreement*—This Memorandum of Understanding sets forth the full and entire Memorandum of Understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety. In the event that the provisions of this memorandum are found to be in conflict with a City rule, regulation, or resolution, the provision of this memorandum shall prevail over such conflicting rule, regulation or resolution.
- 22.2 *Written Modification Required*—No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties unless made and executed in writing by all parties hereto and approved by the City Council.
- 22.3 *Waiver*—The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 23. Signatures

Signed this 13th day of September 2000-2001

For the City:

MAW

James [unclear]

Valerie [unclear]

JM Bower

For the Union-AFSCME:

Stephen W Van Zant Sr.

Paul A. Wright

Kenneth L. O'Brien

Matthew J. [unclear]

James [unclear]

K. Buckley

[unclear]

Angela Byrne

Appendix A

Full-time Regular, Part-time Regular, and Grant-funded Employee Classifications

As referenced in Article 1, those classifications in the AFSCME unit are the following:

Title	Full-time	Part-time	Grant-funded
Accounting Assistant I	X		
Accounting Assistant II	X		
Assistant Community Partnership Coordinator	X		X
Assistant Electrical Technician	X		
Building Inspector	X		
Building Maintenance Craftworker	X		
Building Maintenance Custodian	X		
Code Enforcement Officer	X		
Communications Dispatcher	X		
Community Services Site Coordinator	X		
Courier	X		
Development Review Coordinator	X		
Electrical Technician	X		
Engineering Project Coordinator	X		
Engineering Technician	X		
Equipment Mechanic	X		
Equipment Operator	X		
Groundsperson	X		
Housing and Community Rehab Specialist			X
Lead Building Maintenance Custodian	X		
Lead Electrical Technician	X		
Lead Equipment Mechanic	X		
Lead Park Maintenance Worker	X		
Lead Public Works Maintenance Worker	X		
Librarian I	X	X	
Library Assistant I	X	X	
Library Assistant II	X	X	
Literacy Services Coordinator	X		X
Local History Specialist		X	
Maintenance Craftworker	X		
Office Manager - Literacy Services	X		X
Office Assistant	X	X	
Office Specialist	X	X	

Title	Full-time	Part-time	Grant-funded
Parking Meter Collector/Repairer	X		
Park Maintenance Worker	X		
Permit Technician	X		
Pre-School Teacher	X		
Public Works Maintenance Worker	X		
Recreation and Community Services Program Coordinator	X		
Recreation Leader II		X	
Recreation Leader II		X	
Recreation Leader IV		X	
Senior Building Inspector	X		
Senior Building Maintenance Custodian	X		
Senior Code Enforcement Officer	X		
Senior Electrical Technician	X		
Senior Park Maintenance Worker	X		
Senior Public Works Maintenance Worker	X		
Supervising Communications Dispatcher	X		
Sweeper Operator	X		
Tree Trimmer	X		
Tutor/Student Coordinator		X	X
Van Driver	X		X

Appendix B
Percentage **W**age **I**ncreases by **C**lassification
July 1, 2000 - June 30, 2003

Increases per classification as referenced in Section 4.1.

<i>Classification</i>	<i>7/00</i>	<i>7/01</i>	<i>7/02</i>
Accounting Assistant I.....	4.00	4.00	4.00
Accounting Assistant II.....	4.00	4.00	4.00
Assistant Community Partnership Coordinator.....	4.00	4.00	4.00
Assistant Electrical Technician.....	4.00	4.00	4.00
Building Inspector.....	4.00	4.00	4.00
Building Maintenance Craftworker.....	4.00	4.00	4.00
Building Maintenance Custodian.....	4.00	4.00	4.00
Code Enforcement Officer.....	4.00	4.00	4.00
Communications Dispatcher.....	20.00	3.00	3.00
Community Services Site Coordinator.....	4.00	4.00	4.00
Courier.....	4.00	4.00	4.00
Development Review Coordinator.....	4.00	4.00	4.00
Electrical Technician.....	4.00	4.00	4.00
Engineering Project Coordinator.....	4.00	4.00	4.00
Engineering Technician.....	4.00	4.00	4.00
Equipment Mechanic.....	4.00	4.00	4.00
Equipment Operator.....	4.00	4.00	4.00
Groundsperson.....		4.00	4.00
Housing and Community Rehab Specialist.....	4.00	4.00	4.00
Lead Building Maintenance Custodian.....	4.00	4.00	4.00
Lead Electrical Technician.....	4.00	4.00	4.00
Lead Equipment Mechanic.....	4.00	4.00	4.00
Lead Park Maintenance Worker.....	4.00	4.00	4.00
Lead Public Works Maintenance Worker.....	4.00	4.00	4.00
Librarian I.....	4.00	4.00	4.00
Library Assistant I.....	4.00	4.00	4.00
Library Assistant II.....	4.00	4.00	4.00
Literacy Services Coordinator.....	4.00	4.00	4.00
Local History Specialist.....	4.00	4.00	4.00
Maintenance Craftworker.....	4.00	4.00	4.00
Office Manager - Literacy Services.....	4.00	4.00	4.00
Office Assistant.....	4.00	4.00	4.00

<i>Classification</i>	7/00	7/01	7/02
Office Specialist.....	4.00	4.00	4.00
Parking Meter Collector/Repairer.....	4.00	4.00	4.00
Park Maintenance Worker	4.00	4.00	4.00
Permit Technician	4.00	4.00	4.00
Pre-School Teacher.....	4.00	4.00	4.00
Public Works Maintenance Worker.....	4.00	4.00	4.00
Recreation and Community Services Program Coordinator.....	4.00	4.00	4.00
Recreation Leader II.....	4.00	4.00	4.00
Recreation Leader III	4.00	4.00	4.00
Recreation Leader IV	4.00	4.00	4.00
Senior Building Inspector	4.00	4.00	4.00
Senior Building Maintenance Custodian	4.00	4.00	4.00
Senior Code Enforcement Officer	4.00	4.00	4.00
Senior Electrical Technician	4.00	4.00	4.00
Senior Park Maintenance Worker.....	4.00	4.00	4.00
Senior Public Works Maintenance Worker	4.00	4.00	4.00
Supervising Communications Dispatcher.....	20.00	3.00	3.00
Sweeper Operator	4.00	4.00	4.00
Tree Trimmer.....	4.00	4.00	4.00
Tutor/Student Coordinator.....	4.00	4.00	4.00
Van Driver	4.00	4.00	4.00

Appendix C

Bilingual Incentive Pay

As referenced in Section 4.2.2, Bilingual Incentive Pay will be for all unit members, except communication center employees, as follows:

C.1 *Current Languages in Effect*—Effective 7/1/00 for the first year of this Memorandum of Understanding, the following languages shall qualify for an employee to receive the Bilingual Incentive Pay under this section.

- Spanish.
- Tagalog.
- American Sign Language.

C.2 *Classifications Eligible for Bilingual Incentive Pay*—Positions eligible for bilingual incentive pay must be those that have regular contact with the public. Those classifications that are eligible for bilingual incentive pay are identified below and include any title changes that may occur during the life of this Memorandum of Understanding:

Library Classifications:

- Assistant Community Partnership Coordinator.
- Librarian I.
- Library Assistant I/II.
- Literacy Services Coordinator.
- Local History Specialist.
- Tutor/Student Coordinator.

Clerical Classifications:

- Accounting Assistant I/II.
- Office Assistant.
- Office Manager-Literacy Services.
- Office Specialist.

Code Enforcement/Building Inspection:

- Building Inspector.
- Code Enforcement Officer.
- Senior Building Inspector.
- Senior Code Enforcement Officer.

Recreation Classifications:

- Community Services Site Coordinator.
- Pre-school Teacher.
- Recreation Leader II, III, and IV.

Appendix D

Incentive Pay, Tools, and Other Reimbursements by Classification

This appendix is primarily to have an easy, at-a-glance page to determine those classifications eligible for certain benefits and does not denote only those classes that may or may not qualify for the below listed items. Those classifications listed below may have one or more of the identified items available to them as referenced in the following Sections 4.2.2, 4.4, 4.5, 4.6, 11.1.1, 11.2, 12.4, and 14.1. The check mark indicated in specific areas is for the classification titles in effect at the beginning date of this Memorandum of Understanding. Those classifications that are eligible for any of the benefits as identified below include any title changes that may occur during the life of this Memorandum of Understanding. However, titles may change or incumbents may move to other classifications that then may no longer be eligible for the items indicated below. A "P" indicates protective garment and a "U" indicates uniform in the Protective Garments/Uniform category.

<i>Title</i>	<i>Bilingual Pay</i>	<i>Standby Pay</i>	<i>Pesticide Spray</i>	<i>Rx Safety Glasses</i>	<i>Safety Shoes</i>	<i>Tools</i>	<i>Protective Garments/Uniforms</i>	<i>Reimburse A or B CDL</i>
Accounting Assistant I -----	x							
Accounting Assistant II -----	x							
Assistant Community Partnership Coordinator -----	x							
Assistant Electrical Technician-----		x		x	x		u	x
Building Inspector -----	x			x	x		u	
Building Maintenance Craftworker-----				x	x		u	
Building Maintenance Custodian -----				x	x		u	
Code Enforcement Officer				x	x		u	
Communications Dispatcher-----	x							
Community Services Site Coordinator -----	x							
Courier-----								
Development Review Coordinator-----								
Electrical Technician -----		x		x	x		u	x
Engineering Project Coordinator -----				x	x			
Equipment Mechanic -----				x	x	x	u	x
Equipment Operator -----		x		x	x		u	x
Groundsperson -----				x	x		u	x
Housing and Community Rehab Specialist-----					x			
Lead Building Maintenance Custodian -----				x	x		u	
Lead Electrical Technician-----		x		x	x		u	x
Lead Equipment Mechanic -----				x	x	x	u	x
Lead Park Maintenance Worker -----			x	x	x		u	x
Lead Public Works Maintenance Worker -----		x		x	x		u	x
Librarian I-----	x							
Library Assistant I -----	x							
Library Assistant II -----	x							
Literacy Services Coordinator-----	x							
Local History Specialist-----	x							
Maintenance Craftworker -----			x	x	x		u	
Office Manager - Literacy Services-----	x							
Office Assistant-----	x							
Office Specialist-----	x							

<i>Title</i>	<i>Bilingual Pay</i>	<i>Standby Pay</i>	<i>Pesticide Spray</i>	<i>Rx Safety Glasses</i>	<i>Safety Shoes</i>	<i>Tools</i>	<i>Protective Garments/Uniforms</i>	<i>A or B CDL Reimburse</i>
Parking Meter Collector/Repairer -----				x	x		u	
Park Maintenance Worker -----			x	x	x		u	x
Permit Technician -----	x				x		u	
Pre-School Teacher -----	x							
Public Works Maintenance Worker -----		x		x	x		u	x
Recreation and Community Services Program Coordinator -----	x							
Recreation Leader II -----	x							
Recreation Leader III -----	x							
Recreation Leader IV -----	x							
Senior Building Inspector -----	x			x	x		u	
Senior Building Maintenance Custodian -----				x	x		u	
Senior Code Enforcement Officer -----	x			x	x		u	
Senior Electrical Technician -----		x		x	x		u	x
Senior Park Maintenance Worker -----			x	x	x		u	x
Senior Public Works Maintenance Worker -----		x		x	x		u	x
Sweeper Operator -----		x		x	x		u	x
Tree Trimmer -----				x	x		u	x
Tutor/Student Coordinator -----	x							
Van Driver -----	x							

Appendix E
Side Letter - New PERS Provisions

As referenced in Section 5.10 of this Memorandum of Understanding, the following new PERS provisions may be available.

- E.1 *New Provisions Added*—If at any time from 7/00 through 6/03, additional PERS benefits of single-highest year retirement calculation or sick leave service credit are made available to employees classified as Miscellaneous with the Public Employees' Retirement System, and are granted to other miscellaneous employee units of the City, this unit shall also be granted those benefits.
- E.2 *Significant PERS Enhancements*—If at any time from 7/00 through 6/03, should a significant enhancement (such as 3% at 55) to the PERS retirement formula occur, the City and the Union have the option to reopen the entire Memorandum of Understanding.

Appendix F
Side Letter – Medical Plan Providers

Provider Changes—Should the City determine that a change in medical plan providers is warranted, it may establish a committee, comprised of one union representative from each bargaining unit, to assist in assessing a change in plan providers.

Appendix G

Sick Leave Management Plan

- G.1 *Purpose*—This Administrative Instruction outlines the City’s policy on the use and management of sick leave. The following guidelines should be utilized to ensure that monitoring, management, maximum use of sick leave, and reporting conform to the general City standard.
- G.2 *Policy*—Every regular employee, who is temporarily and/or partially disabled from performing the full scope of duties within the classification as the result of a non-industrially caused injury or illness is eligible to receive sick leave without loss of salary or benefits. It is the responsibility of each department to establish a monitoring/review process to ensure that the use of sick leave by employees is not abused or excessive.
- G.3 *Definitions:*
- G.3.1 *Immediate Supervisor*—Person designated by the department head to administer and manage the Sick Leave Management Plan.
- G.3.2 *Full-time Employee*—Is designated as an employee who works 35 or more hours per week.
- G.3.3 *Part-time Employee*—Is designated as an employee who works more than 19 hours, but less than 35 hours per week.
- G.4 *Procedures:*
- G.4.1 *Sick Leave Threshold*—Each department is responsible for a monthly review to monitor sick leave usage. Annual review of sick leave usage should occur on a calendar basis, January 1st to December 31st. Full-time employees exceeding 56 hours or 7 occurrences of sick leave (firefighters working a 56-hour workweeks will have a threshold of 67.5 hours) in a 12-month period will be subject to a review of sick leave use. Part-time employees exceeding a pro-rated number of absences, based on a full-time employee ratio in a 12-month period will be subject to review of sick leave use. During monthly monitoring of sick leave usage any pattern meeting the threshold defined above will be subject to review. Under extenuating circumstances, such as a significant injury requiring hospitalization, pregnancy/childbirth, other serious illness or injury, or need for disability accommodation, requiring an employee to be absent from work for an extended period of time, the recommended sick leave review and management program may be suspended. The department head shall determine those circumstances under which further review is suspended.
- G.4.2 *Review and Counseling*—An employee whose use of sick leave falls within the criteria shall meet with the immediate supervisor to discuss the reasons and/or causes of the leave usage. If it is determined that there are no mitigating circumstances affecting the use of sick leave, the supervisor will counsel the employee on the proper use of such leave. Corrective action, if any is warranted,

will be discussed with the employee. If it is determined that there are mitigating circumstances for the leave usage, the immediate supervisor will prepare a memo outlining the reasons for the mitigating circumstances and indicating that the employee is not being placed on a Sick Leave Management Plan. This memo will be placed in the employee's official personnel file.

- G.4.3 *Sick Leave Management Plan*—The plan provides a formal structure to correct excessive sick leave usage. Generally, the sick leave management plan will become operative when an employee fails to respond to the supervisor's review and counseling. If circumstances are present that warrant immediate action, the supervisor, with approval of the department head, may place an employee on a Sick Leave Management Plan in conjunction with a review and counseling session concerning leave usage. The plan has a series of requirements that an employee must adhere to during the 12-month period in which the plan is in effect. Adherence to plan requirements should discourage excessive sick leave use. The Sick Leave Management Plan stipulates that an employee does the following when sick leave is used:
- G.4.3.1 Notify personally the immediate supervisor by telephone of illness/absence. If the supervisor is not available, the employee must be accessible to receive a return call from the supervisor at a subsequent time.
 - G.4.3.2 Have an examination by a health care practitioner the day of reported illness.
 - G.4.3.3 Obtain a note from a health care practitioner that states the prognosis in medical terminology. A medical return-to-work release signed by a health care practitioner other than a medical doctor or registered nurse will not suffice in meeting this requirement.
 - G.4.3.4 Follow any other conditions that the immediate supervisor deems appropriate for the specific circumstances to further discourage unwarranted use of sick leave.
- G.4.4 *Disciplinary Process*—Failure to adhere to the Sick Leave Management Plan prescribed by an employee's immediate supervisor will result in further disciplinary action.
- G.4.5 *Maximum Paid Sick Leave Time*—An employee who has insufficient unused sick leave hours on record to cover any absence from the job shall use accrued vacation or compensatory time prior to receiving authorization for leave of absence without pay.
- G.4.6 *Reporting Sick Leave Usage:*
- G.4.6.1 A Record of Leave form should be completed subsequent to each occurrence of sick leave use. The form should indicate if sick leave was used for personal illness by the employee or used for family care leave. Any medical documentation should be attached to the form. Signatures of the division manager and department head should be included on the form. The original copy of the form should be forwarded to Human

Resources for inclusion in the employee's personnel file to be used for review upon evaluation or in the event of disciplinary proceedings. A duplicate copy should remain in the department's file for future reference when conducting performance evaluations and in case of subsequent sick leave review.

- G.4.6.2 Biweekly leave reports prepared by finance will provide data for departmental monitoring purposes on a calendar year and fiscal year-to-date basis. Data generated through the payroll system should assist in enabling departments to identify recurring patterns of sick leave usage.

Appendix H Side Letter – Position Reviews

The Union may present requests for position reviews on behalf of its members in accordance with established City procedures and the City agrees to keep the Union informed of the results of the position reviews. Requests for classification reviews of positions together with justification should be made to the employee's department head by 9/15 of any year.

Any recommendations for reclassifications of these positions deemed meritorious by the City shall be handled through the regular budgetary process, and if approved, shall be effective the beginning of the next fiscal year.