

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 283 **Language** English **Country** United States **State** CA

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

Local 829

Occupations Represented
Multiple occupations represented

Bargaining Agency The City of Menlo Park

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2000 **EndYear** 2002

Source http://www.iedasurvey.com/docs/IEDA204__AFSCME,%20LOCAL%20829.pdf

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

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



District Council 57

AFSCME

November 5, 2000 to November 2, 2002

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE 1: RECOGNITION	1
ARTICLE 2: UNION SECURITY	2
ARTICLE 3: REPRESENTATION.....	3
ARTICLE 4: DEFINITIONS.....	4
ARTICLE 5: LAYOFF AND RE-EMPLOYMENT	4
ARTICLE 6: PERSONNEL ACTION	8
Probation	8
Performance Evaluation	9
Performance Improvement Plan.....	10
Personnel Files	10
Promotional Opportunities	11
Reclassification	12
Garnishments.....	13
Recruitment	13
Re-employment – Voluntary Separation.....	13
ARTICLE 7: PAY RATES AND PRACTICES.....	14
Overall Wage Adjustment	14
Step Increases	14
Application of Rates.....	15
Effect of Promotion, Demotion or Transfer on Salaries.....	15
Bilingual Differential	16
Call Back Pay	16
Standby Pay.....	16
Working Out of Classification	17
Advance of Vacation Pay	17
Night and Weekend Differential	18
Court Appearances	18
Prorating of Special Adjustment	18
ARTICLE 8: HOURS AND OVERTIME.....	19
ARTICLE 9: UNIFORMS.....	21
ARTICLE 10: HOLIDAYS	22
ARTICLE 11: VACATIONS	23

ARTICLE 12: LEAVE PROVISIONS	25
Sick Leave	25
Long Term Disability	28
Personal Business	29
Leave Without Pay	30
Jury Duty and Subpoenas	31
Military Leave	31
Bereavement Leave	31
Maternity Leave of Absence Without Pay	32
Leave for Pregnancy Disability	33
Parental Leave	33
Miscellaneous Leave Provisions	34
Educational Leave and Tuition Reimbursement	34
ARTICLE 13: BENEFIT PROGRAMS	36
ARTICLE 14: RETIREMENT	40
ARTICLE 15: GRIEVANCE PROCEDURE.....	41
ARTICLE 16: EFFECT ON EXISTING PRACTICES	46
ARTICLE 17: NONDISCRIMINATION.....	46
ARTICLE 18: MANAGEMENT RIGHTS	47
ARTICLE 19: CONCERTED ACTIVITIES.....	48
ARTICLE 20: SEPARABILITY	49
ARTICLE 21: DISCIPLINARY ACTION.....	49
ARTICLE 22: TRANSFER	51
ARTICLE 23: SAFETY	53
ARTICLE 24: TERM OF AGREEMENT.....	53
APPENDIX A: CLASSIFICATIONS	
APPENDIX B: PAY RANGES	
APPENDIX C: DENTAL/VISION PLAN	
APPENDIX D: LABOR/MANAGEMENT COMMITTEE GOAL	
APPENDIX E: REQUEST FOR SAFETY INVESTIGATION	
APPENDIX F: REQUEST FOR SAFETY INVESTIGATION FORM	
APPENDIX G: JOINT COMMITTEE	

PREAMBLE

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

ARTICLE 1: RECOGNITION

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

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

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

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

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

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

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

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

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

1.4.4 Independent contractors;

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

ARTICLE 2: UNION SECURITY

2.1 When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the recognized bargaining representative for the worker's representation unit and give the worker a current copy of the Memorandum of Understanding.

2.2 Workers shall be free to become a member of the union or to refrain from becoming a member of the Union. Workers who voluntarily become Union members shall maintain their membership in the Union for the duration of this Memorandum of Understanding, provided, however, that workers may resign Union membership during the month of September, of the year this Memorandum of Understanding expires, by notifying the Union and the Personnel Division by certified mail.

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

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

2.5 Upon request from the Union, but not more than once every six (6) months, the City shall supply the Union with a list of the names, addresses, and classifications of all unit workers except those who file written notice with the Personnel Division objecting to release of addresses, in which case information will be transmitted without address. Once a month, the City shall supply the Union with a list of representation unit new hires, terminations and retirements which occurred during the previous month. Additionally, once a month the City shall supply to the Union a list, generated by the City, that includes all

represented employees, their Department, division and an indication of their membership status.

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

ARTICLE 3: REPRESENTATION

- 3.1 It is agreed that, as long as there is no disruption of work, three (3) Union representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit worker or workers on grievances or matters requiring representation before the Personnel Board or similar City agencies. The Union shall designate the three (3) representatives under this section. Only one (1) representative shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Release time shall be granted for the following types of activities:
- 3.1.1 A meeting of the representative and a worker or workers in the unit related to a grievance.
- 3.1.2 A meeting with Management.
- 3.2 The Union agrees that the representative shall give advance notification to his/her supervisor before leaving the work location except in those cases involving emergencies where advance notice cannot be given. Release time is subject to the legitimate scheduling needs of the department.
- 3.3 Three (3) Union representatives who are City employees shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Personnel Director.
- 3.4 Three (3) representatives shall be allocated up to two (2) hours per month time off without loss of pay for purposes of meeting and consulting on matters within the scope of representation, other than formal negotiations.

ARTICLE 4: DEFINITIONS

4.1 Definitions

- 4.1.1 A “temporary” or “contract” employee is a worker employed for a definite term of up to six months, although such temporary employee may be held over for up to three (3) additional months when the temporary employee is filling a vacancy created by leave without pay and the leave is extended beyond the initial fixed period.
- 4.1.2 A “provisional” employee is a worker employed for a definite term of more than six (6) months, although such provisional employee may be held over beyond the initial term of employment as specified in Section 12.4.1. A provisional employee shall be employed and treated in all respects for the entire term of employment as a provisional employee, the same as a probationary employee.
- 4.1.3 A “probationary” employee is a worker who has not yet completed the probationary period, or any extension(s) thereof, as provided in this Agreement. A probationary employee is eligible for benefits provided in this Agreement, except as limited by Sections 6.1.5 and 6.1.8 of this Agreement.
- 4.1.4 A “permanent” employee is a worker who has satisfactorily completed the probationary period, or any extension(s) thereof. A permanent employee is eligible for benefits provided in this Agreement.

ARTICLE 5: LAYOFF AND RE-EMPLOYMENT

5.1 Layoff

- 5.1.1 Whenever in the judgment of the City Council it becomes necessary in the interests of economy or because the position no longer exists, the City Council may abolish any position or employment in the competitive service. The decision to abolish a position shall not be subject to the grievance procedure contained in this Agreement.
- 5.1.2 It is agreed between the parties that attrition is the preferred method of accomplishing any necessary reduction in the work force.

5.2 Notification of Layoff

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

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

5.3 Seniority

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

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

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

5.4 Order of Layoff

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

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

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

5.5 Layoff Procedures

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

5.6 Bumping Rights

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

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

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

5.6.4 Nothing herein shall preclude bumping between bargaining units.

5.7 Re-employment

5.7.1 The names of workers laid off shall be placed on a re-employment list in inverse order of seniority for a period of two (2) years from the date of layoff. The worker with the greatest seniority on the re-

employment list shall be offered reinstatement when a vacancy occurs in a classification in which the worker held permanent status.

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

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

5.8 Miscellaneous Provisions

- 5.8.1 For the limited purpose of Article 5, permanent employees, including workers on probation following reclassification, re-employment, reinstatement, transfer, promotion, or demotion from a permanent position who are laid off shall be entitled to one (1) month severance pay and three (3) months of paid health insurance.
- 5.8.2 Workers appointed from a re-employment eligibility list shall have all rights accrued at the time of layoff restored including accrued sick leave, rate of vacation accrual and seniority, but excluding benefits to the extent compensation therefor has been received prior to re-employment. Severance pay, if any, shall not be repaid.

ARTICLE 6: PERSONNEL ACTIONS

6.1 Probation

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

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

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

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

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

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

6.1.5 If the service of a probationary employee is unsatisfactory, the worker will be notified in writing that he/she has been rejected for the permanent position. Said notice shall contain the reasons for rejection. The Personnel Officer shall, upon request, afford an interview in a timely fashion to the terminated worker for discussion

of the reasons for termination. The worker may, upon request, be accompanied by a Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.

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

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

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

6.2 Performance Evaluation

- 6.2.1 The City may, from time to time, develop reasonable guidelines that enable the supervisor to adequately evaluate the worker as to satisfactory job performance. Job performance reviews shall be conducted pursuant to regularly established and announced policies. The guidelines shall be in accordance with the job specifications for the position being reviewed.
- 6.2.2 Personnel evaluations will be given workers at least annually, but normally no more than twice a year, as scheduled by Management. Additional evaluations may be scheduled where there is documented evidence in preceding evaluations of the worker's inability to perform significant duties of the position. Management must complete performance evaluations by the date stated on the job performance form. After signing the evaluation to acknowledge receipt, the worker will have ten (10) working days in which to write

a response. Signature of the evaluation will not constitute agreement with its contents.

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

6.3 Performance Improvement Plans

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

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

6.4 Personnel Files

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

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

Before any adverse memorandum is placed in a worker's file the worker shall be given a copy of the memorandum and adequate time

to respond. The Union shall also be given a copy unless the worker has filed a form stating he/she does not want the Union to receive copies of adverse memorandum or has requested in writing that a particular adverse memorandum not be forwarded to the Union.

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

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

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

6.5 Promotional Opportunities

6.5.1 Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days (Monday through Friday) prior to closing applications. Such postings shall include a description of the type of examination and screening

process that will be used in filling the position. Any test given shall relate to the skills, knowledges, and abilities necessary to perform the job. Where an interview panel is used as part of the examination process, at least one member of that panel shall be a person who is not employed by the City, unless there is a compelling organizational reason why such a person cannot be on the panel.

- 6.5.2 Members of the bargaining unit who are permanent employees applying for promotional opportunities and who meet the minimum qualifications for the position will be considered and interviewed.
- 6.5.3 The City shall notify the worker applying for the promotion, in writing, of the City's decision to grant or deny the promotion.
- 6.5.4 In the event a temporary employee is appointed to the position being temporarily occupied, the date of hire as a temporary employee will be recognized for purposes of seniority, vacation, and salary advancements.

6.6 Reclassification

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

Reclassifications shall become effective the first pay period of the fiscal year.

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

6.6.3 In conducting classification studies, the compensation figure calculated for each City shall consist of the following components: base salary, employer paid employee contributions to the retirement system, deferred compensation contributions made by the employer on behalf of the employee, and the special adjustment. In addition, a 3.22 percent factor shall be added to all cities surveyed that provide the 2% at 55 retirement benefit.

6.6.4 The reclassification procedure shall not be used for the purpose of avoiding use of the promotion or demotion procedures.

6.7 Garnishments

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

6.8 Recruitment

6.8.1 In cases where a worker has vacated an authorized position within the unit, the City shall advertise the position or otherwise begin the recruitment process within ten (10) working days.

6.9 Re-employment – Voluntary Separation

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

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

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

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Overall Wage Adjustment

7.1.1 Effective November 5, 2000, the salary schedule for workers in the representation unit shall be increased by five and one-half percent (5.5%) as set forth in Appendix "B-1" to this Agreement.

7.1.2 Effective November 4, 2001, the salary schedule for workers in the representation unit shall be increased by four and one half percent (4.5%) as set forth in Appendix "B-2" to this Agreement.

7.2 Step Increases

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

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

this section shall commit either party to making a change to the current system during the contract term.

7.3 Application of Rates

7.3.1 Workers occupying a position in the competitive service shall be paid a salary or wage within the range established for that position's class under the pay plan as provided. The minimum rate for the class shall normally apply to beginning workers. However, subject to the approval of the Personnel Officer, the department head may hire beginning workers who are especially qualified by their training or by their previous experience at any step in the range.

7.3.2 In the event that a newly hired worker is placed above Step A on the salary schedule due to recruitment problems, as opposed to the conditions in 7.3.1 above, incumbents in that classification who have been placed on a lower step of the salary schedule will be moved to the same step on the salary schedule as the newly hired worker, and all such workers will be allowed to move to the next step in six months.

7.4 Effect of Promotion, Demotion or Transfer on Salaries

7.4.1 Promotion

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

7.4.1.1 For a promotion of less than five percent (5%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase in salary.

7.4.1.2 For a promotion of five percent (5%) or more, the salary shall be adjusted to the step in the new range which provides for five percent (5%) increase in salary, or to the first step in the range, whichever is greater.

7.4.2 Demotion

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

7.4.3 Transfer

Upon transfer, the salary shall remain unchanged.

7.5 Bilingual Differential

- 7.5.1 Workers who are assigned to job duties requiring bilingual skills are eligible to receive Sixty Dollars (\$60.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.
- 7.5.2 Eligibility for the bilingual pay differential shall be determined by the Personnel Officer on the basis of a proficiency test developed and administered by the City.
- 7.5.3 Bilingual skills shall not be a condition of employment except for workers who are hired specifically with that requirement. If a worker is hired under this provision, that requirement shall be included in the initial appointment letter.
- 7.5.4 The City retains the right to discontinue the bilingual differential for any individual worker when bilingual services are no longer required, provided the City gives the exclusive representative ten (10) days notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.
- 7.5.5 No employee shall be required to use bilingual skills who is not compensated under this section.

7.6 Call Back Pay

- 7.6.1 Any worker who is required by the City to work on a day when the worker has not been scheduled, or any worker called back to work after the completion of a regular work day for that worker, shall be entitled to a minimum of two (2) hours of compensation at one and one-half times their regular rate of pay.
- 7.6.2 Payment for call back may be at the cash rate specified in Section 7.6.1 above or in compensatory time off at the rate of one and one-half hours for each hour worked, at the worker's option. Prior to the end of the pay period, the worker shall designate, on the appropriate City form, his/her choice of either compensation at one and one-half times their regular rate of pay or compensatory time off.

7.7 Standby Pay

- 7.7.1 A worker performing standby duty outside the worker's regular work shift shall be compensated at the rate of Two Dollars and Fifty Cents

(\$2.50) per hour for each hour the worker is assigned to standby duty.

7.8 Working Out of Classification

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

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

He/she will receive the pay rate of the higher classification beginning with 241st cumulative hour of the assignment, retroactive to the first hour of work.

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

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

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

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

7.9 Advance of Vacation Pay

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

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

7.10 Night and Weekend Differential

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

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

7.11 Court Appearances

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

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

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

7.12 Prorating of Special Adjustment

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

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

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

ARTICLE 8: HOURS AND OVERTIME

8.1 Hours of Work

- 8.1.1 Regular Work Week. The regular work week for all workers except those on flexible time shall consist of forty (40) hours within a seven (7) day work week which begins Sunday midnight and ends Saturday at 11:59 P.M. and is five (5) consecutive days served in units of eight (8) hours, or four (4) days served in units of ten (10) hours, only when such 4/10 schedules have been agreed to by the City and the Union.
- 8.1.2 Part-time Workers. Workers who work less than the regular week and day as set forth above shall be designated as part-time and shall have hours scheduled by the appropriate supervisor and approved by the City's Personnel Officer.
- 8.1.3 Flexible Time for Workers. Flexible time may be requested by a worker or assigned by a department head and approved by the Personnel Division. Hours shall be scheduled and approved in advance by the department head. Workers on flexible time must work eighty (80) hours in each pay period. Hours worked under this section shall include paid leaves and vacations. Hours worked in excess of eighty (80) hours in a pay period shall be compensated at one and one-half times the base hourly rate of pay or compensatory time off at the worker's option.
- 8.1.4 Lunch Periods. All workers working a regular work week, shall observe an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the department head.
- 8.1.5 Rest Periods. One (1) fifteen (15) minute rest break with pay shall be provided to unit members for each four (4) hours of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day unless prior approval is obtained from the department head.

8.2 Overtime

- 8.2.1 Definition. Overtime for workers who are not working on a flexible time schedule is any paid time worked in excess of forty (40) paid hours in any work week. All overtime must be authorized and approved in advance by the department head.
- 8.2.2 Modified Schedules. At the request of either the worker or department head, the department head may approve a schedule of more than eight (8) hours per day without overtime compensation as long as the total paid time during that week does not exceed forty (40) hours. Workers shall not be assigned irregular hours to avoid overtime. Hours worked in excess of forty (40) paid hours in a modified work schedule shall be compensated pursuant to Section 8.2.3.
- 8.2.3 Overtime. Overtime may be assigned on a required basis or requested by the worker and approved by the department head. Overtime shall be compensated at the rate of one and one-half (1.5) times the worker's regular rate of pay or in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, at the worker's option.
- 8.2.4 Compensatory Time. A worker may accumulate a maximum of eighty (80) hours of compensatory time, except that the Communications and Records Supervisor and Public Works Department workers on the call back list may accumulate one hundred twenty (120) hours of compensatory time. Compensatory time may be used when the services of a worker are not needed for the efficient functioning of his/her department, and must be approved in advance by the department head. Once a worker has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

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

8.3 Work Schedule

All work schedule and flexible time work schedule arrangements presently in effect shall continue. If the City proposes to change the work schedule of a classification the Union shall be notified at least ten (10) working days in

advance and given an opportunity to meet and confer over such proposed changes prior to implementation.

8.4 Library Work Schedule

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

ARTICLE 9: UNIFORMS

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

9.2 Communications and Records Supervisors shall receive Five Hundred Twenty-Five Dollars (\$525.00) per year uniform allowance. The City will provide uniform jackets for City Service Workers whose work is primarily outdoors. Jackets that are worn or damaged in the course of work will be routinely replaced by the City. It will be the employee's obligation to replace lost or misplaced jackets.

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

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

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

9.5 Workers in the Public Works Department shall be permitted to wear shorts, provided that supervisory approval has been given as to their appropriateness in terms of style, location and safety.

ARTICLE 10: HOLIDAYS

10.1 Fixed Holidays

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

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

10.1.1 In the event that any of the aforementioned days, except December 24, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 falls on a Sunday, then the preceding Friday shall be considered a holiday.

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

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

10.2 Floating Day Off

Workers shall annually receive four and a quarter floating days off with pay.

The following conditions will apply to such floating days off:

10.2.1 Workers shall request a floating day off in accordance with normal vacation time off request procedure. In cases of conflicting requests

for the same day made at the same time, length of service shall govern who receives the day off.

10.2.2 Floating days off must be used within the calendar year received or forfeited.

10.2.3 If a worker fails to take a day off as scheduled, the day off so scheduled will be forfeited, unless a mutually agreeable alternative day off is arranged.

10.2.4 Any floating day off for workers who work less than full-time or less than a full year shall be prorated on the basis of hours worked as compared to full-time employment.

10.2.5 Floating holiday balances remaining at the time of separation will be forfeited. Employees who are laid off shall be permitted to exhaust their floating holiday balance prior to layoff.

ARTICLE 11: VACATIONS

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

11.1.1 For full-time workers:

Less than three (3) years of service - 11 working days per year.

Three (3) years of service through five (5) years of service - 13 working days per year.

Six (6) years of service through ten (10) years of service - 17 working days per year.

Eleven (11) years of service through fifteen (15) years of service - 19 working days per year.

Over fifteen (15) years of service - 22 working days per year.

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

11.2 Effect of Probationary Period

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

11.3 Maximum Accrual

Vacation may be accrued up to thirty-five (35) working days or, with the approval of the department head and the consent of the City Manager, a maximum of forty-two (42) working days. After reaching said maximum, the worker must take time off or accrual will be frozen. Upon separation, there will be no payment for hours in excess of the maximum accrual.

11.4 Scheduling

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

11.5 Payment on Separation or Leave

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

11.6 Cashout Provision

When a worker schedules three (3) but less than five (5) paid days off, he/she may cash in up to ten (10) days of accrued vacation time. When a worker schedules five (5) or more paid days off, he/she may cash in up to fifteen (15) days of accrued vacation time. No more than fifteen (15) days of vacation time may be cashed in during any one calendar year. The cashout check shall be made available one week before vacation commences provided the worker gives two weeks notice of his/her request in writing to the Personnel Division.

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

ARTICLE 12: LEAVE PROVISIONS

12.1 Sick Leave

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

12.1.1.1 Full-time workers may accrue up to a maximum of one thousand two hundred forty (1,240) hours, and a proportional equivalent for part-time employees.

12.1.1.2 Effective November 4, 2001, full time workers may accrue up to a maximum of one thousand three hundred twenty (1,320) hours, and a proportional equivalent for part time workers.

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

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

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

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

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

of detection and abuse enforcement as long as such policy is uniformly administered by the Personnel Division.

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

12.1.4 Award for Non-Use. Workers who are employed the entire fiscal year with no interruptions in service and, as of June 30 of each year have taken no more than eight (8) sick leave hours during the course of the year, will receive an award of three (3) days of sick leave or one and one-half (1.5) days of compensatory time off, as specified by the worker. Workers who have taken two (2) days of sick leave will receive two (2) days of sick leave or one (1) day of compensatory time off. Employees who have taken three (3) days of sick leave will receive one (1) day of sick leave or one-half (0.5) day of compensatory time off. Any fractional usage of sick leave shall be rounded up to the next day.

Workers who, as of November 14, 1993 had accrued the maximum amount of sick leave allowed, and as of June 30 of each year and have taken no more than eight (8) sick leave hours during the course of the year, will receive an award of three (3) vacation days. Workers who have taken two (2) days of sick leave will receive two (2) vacation days. Employees who have taken three (3) days of sick leave will receive one (1) vacation day. Any fractional usage of sick leave shall be rounded up to the next day.

12.1.5 Compensation for Accumulated Sick Leave.

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

12.1.5.2 Retirement. A worker who retires under PERS from the City may elect to receive cash compensation for fifteen percent (15%) of his or her accumulated sick leave balance, based upon the worker's rate of pay on his or her last day of paid service to the City, or may convert their

sick leave balance to retirement health credits at the rate prescribed in Section 12.1.5.3. Workers may combine any of the above two options.

- 12.1.5.3 A worker who elects to convert accumulated sick leave to retirement health credits upon retirement from the City may do so under the following schedule:

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

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

Over twenty (20) years of service: four (4) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit.

- 12.1.5.4 Layoff. Upon layoff, after the health insurance benefit paid under Section 5.8.1 has been exhausted, up to a maximum of forty-eight (48) hours of the worker's accrued sick leave balance may be converted to retirement health credits at the rate prescribed in Section 12.1.5.3. If laid off with fifteen (15) or more years of continuous service, a worker may elect to receive compensation for up to fifteen percent (15%) of his/her accumulated sick leave balance up to a maximum of five hundred (500) hours, and may combine such option with the health credit conversion described in this subsection, provided he/she has sufficient accumulated sick leave to do so. Under the compensation option, payout shall be based on the worker's rate of pay on his/her last day of paid service to the City.

- 12.1.6 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.

- 12.1.7 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.

- 12.1.8 Dental Coverage. Workers who qualify for the retirement health credit conversion may elect dental coverage at the rate of one-half (.5) unit for every month of paid dental insurance.
- 12.1.9 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist workers who have exhausted sick leave due to a catastrophic illness, injury or condition of the worker. This policy allows other workers to make voluntary grants of time to that worker so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

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

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

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

12.2 Long Term Disability

- 12.2.1 Should any illness or injury extend beyond thirty working (30) days, the City will insure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination

has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits, and to the accrual of vacation time. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker would officially cease being an employee and receive no further entitlements beyond the 66.67 percent salary requirement as provided in this Section 12.2.

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

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

Workers who have a sufficient amount of sick leave time may, at the worker's option, supplement long-term disability benefits by using sick leave to make up the difference between the 66.67 percent salary payment and full salary during the first ninety (90) calendar days of the illness or injury.

12.3 Personal Business Leave

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

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

- 12.3.3 A worker shall notify the department head two (2) days before taking this leave, unless an emergency exists which prohibits the worker from providing such advance notice.
- 12.3.4 Workers shall complete an absence affidavit which shall verify that the worker's use of leave was for personal business of urgent and compelling importance or leave to care for a family member as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.
- 12.3.5 At the discretion of the supervisor, a worker may also use vacation, compensatory time off or floating holiday time to cover absences of an emergency nature. No request shall be unreasonably denied.

12.4 Leave Without Pay

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

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

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

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

within three (3) working days after notice to report to duty, may be deemed notice of resignation and/or cause for disciplinary action.

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

12.5 Jury Duty and Subpoenas

12.5.1 A worker required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the worker remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

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

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

12.6 Military Leave

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

12.7 Bereavement Leave

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

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

12.8 Maternity Leave of Absence Without Pay

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

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

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

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

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

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

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

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

12.9 Leave for Pregnancy Disability

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

12.9.2 Workers are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave had been exhausted. The date on which the worker shall resume duties shall be determined by the worker on leave and the worker's physician; however, the Personnel Officer may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the City.

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

12.10 Parental Leave

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

12.11 Miscellaneous Leave Provisions

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

12.12 Educational Leave and Tuition Reimbursement

- 12.12.1 The City shall contribute Four Thousand Dollars (\$4,000.00) annually on July 1st of each year to AFSCME educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books and curriculum fees incurred by a worker, to a maximum of Seven Hundred Dollars (\$700.00) per fiscal year, for

classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Programs must be approved in advance. Workers wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit. Payment from this fund shall be made on a tax-exempt basis only where the expenses are from educational expenses directly related to the worker's current employment, as defined by IRS law.

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

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

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

12.12.4 In the event that there are unused funds remaining in the city-wide educational leave and tuition reimbursement fund on June 30 of any year, workers who present appropriate receipts verifying expenditures in excess of Seven Hundred Dollars (\$700.00), for items which are reimbursable under this Section 12.12, shall receive a pro rata share of those remaining funds not to exceed the actual amount of the difference between the actual expenditure and Seven Hundred Dollars (\$700.00). These requests for additional reimbursement must be received by the City no later than July 15 of that year.

12.12.5 The City will reimburse expenses for fees incurred by a worker, for courses completed in stress management, self defense, conflict resolution, and time management from this fund. Participation would be limited to One Hundred Fifty Dollars (\$150.00) per worker, or a total of Five Hundred Dollars (\$500.00) during the fiscal year.

12.12.7 Any unused balance in the fund shall be added to the subsequent year's fund allotment.

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

13.1.1 The City shall continue the existing coverage for medical insurance plans for workers through the term of this Agreement.

13.1.2 Each active and each retired worker shall receive a City contribution of Sixteen Dollars (\$16.00) per month for health insurance under the PERS health plan.

13.1.3 In addition to said Sixteen Dollars (\$16.00) active employees shall be allocated additional dollars, to be used to purchase qualified benefits under a cafeteria plan as described in Section 13.1.7 below. The additional dollars shall be allocated to each worker as follows:

\$483.07 per month	-	family coverage
\$364.09 per month	-	two-person coverage
\$246.30 per month	-	single person coverage
\$154.68 per month	-	no coverage

13.1.4 Effective with the implementation of cafeteria plan year 2001, in addition to the Sixteen Dollars (\$16.00) active employees shall be allocated additional dollars, to be used to purchase qualified benefits under a cafeteria plan as described in Section 13.1.7 below. The additional dollars shall be allocated to each worker as follows:

\$557.95 per month	family coverage
\$420.53 per month	two person coverage
\$284.48 per month	single person coverage
\$154.68 per month	no coverage

13.1.5 Effective with the implementation of cafeteria plan year 2002, in addition to the Sixteen Dollars (\$16.00) active employees shall be allocated additional dollars, to be used to purchase qualified benefits under a cafeteria plan as described in Section 13.1.7 below. The additional dollars shall be allocated to each worker as follows:

\$602.59 per month	family coverage
\$454.17 per month	two person coverage
\$307.24 per month	single person coverage
\$154.68 per month	no coverage

- 13.1.6 If, during the second year of this Memorandum of Understanding, the health insurance premium for the highest cost health maintenance organization (HMO) available to the City from the PERS health care system exceeds the total cafeteria allocation, the City will increase the cafeteria amount contained in 13.1.3 by seventy-five percent (75%) of the difference. The remaining twenty-five percent (25%) will be paid by the employee and the amount deducted from his or her paycheck.
- 13.1.7 Each worker may use his/her allocated amount for:
- Health insurance in accordance with PERS regulations and Federal law;
 - Additional life insurance, provided by the City's insurance carrier, up to the maximum allowed by the City's carrier;
 - Child care expenses not otherwise reimbursed by the City;
 - Any personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, co-payments, medication and medical equipment.
 - If any worker expends less than the total of his/her allocated amount above the Sixteen Dollars (\$16.00) in 13.1.2, then that worker will be entitled to receive 80% of such unused amount in cash, subject to appropriate tax withholding.
- 13.1.8 The City will continue to pay flexible compensation in the amount of Thirty-One Dollars (\$31.00) per month and cash in lieu of medical benefits not to exceed the highest cost plan worker only premiums to those workers hired prior to July 1, 1983 who qualify pursuant to the current programs. Workers hired on July 1, 1983, and thereafter, shall not be entitled to these options. Workers who discontinue flexible compensation or cash in lieu of medical coverage after June 30, 1983, shall not be entitled to re-enroll in these programs.
- 13.1.9 For part-time workers who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.3, 13.1.4 and 13.1.5.
- 13.1.10 Workers whose medical insurance premium costs exceed the combined allocation available through the cafeteria plan and Section

13.1.2 shall have the excess cost of their medical premiums paid with before-tax compensation through a premium conversion plan.

13.1.11 Each full-time worker must enroll in an available health insurance plan or demonstrate that he/she has health insurance coverage in order to receive cash back under Section 13.1.7 (e).

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

13.2 Dental and Vision

13.2.1 The City shall contribute Eighty-Five Dollars (\$85.00) per worker per month to the City's self insured dental and vision program.

Effective November 4, 2001, the City shall contribute Ninety Dollars (\$90.00) per worker per month to the City's self insured dental and vision program.

13.2.2 For purposes of dental reimbursement, the dental claims periods shall run from January 1 to June 30 and from July 1 to December 31. The maximum reimbursement for any claims period shall not exceed One Thousand Dollars (\$1,000.00) for a worker and Five Hundred Dollars (\$500.00) for a worker's dependents or domestic partners. The maximum claim for vision shall not exceed Three Hundred Fifty Dollars (\$350.00) annually for any worker and One Hundred Seventy-Five Dollars (\$175.00) annually for a worker's dependents or domestic partners.

Effective January 1, 2001, the maximum reimbursement for any claims period shall not exceed One Thousand One Hundred Dollars (\$1,100.00) for a worker and Five Hundred Fifty Dollars (\$550) for a worker's dependents or domestic partners.

Effective January 1, 2002, the maximum reimbursement for any claims period shall not exceed One Thousand Two Hundred Dollars (\$1,200.00) for a worker and Six Hundred Dollars (\$600.00) for a worker's dependents or domestic partners.

13.2.3 On presentation of the City's Dental and Vision Reimbursement Forms accompanied by appropriate receipts, workers will be reimbursed for dental and vision care expenses not covered by other insurance plans up to the maximums set forth in Section 13.2.2 above. Worker reimbursement requests shall be processed upon receipt. Dependent and domestic partner reimbursement requests shall be processed at the end of each claim period.

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

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

13.3 Plan Descriptions

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

13.4 City Recreation Programs

13.4.1 The City shall contribute Three Thousand Nine Hundred Dollars (\$3,900.00) annually on July 1 each year to AFSCME recreation reimbursement fund. The worker may request a recreation voucher from the Personnel Division for fees due for participation in the City's Recreation Department programs by the worker and/or his/her dependents. The processing of the voucher shall be on a first come first served basis. Vouchers must be submitted to the Personnel Division during the fiscal year the expense was incurred. Such payments shall be made on a tax-exempt basis only where the employee and/or the dependent is enrolled on a space available basis, as defined by IRS law.

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

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

13.5 City Child Care Programs

The City shall contribute Four Thousand Three Hundred Dollars (\$4,300) on July 1 of each year to the AFSCME Child Care reimbursement fund, and there

shall be a Seven Hundred Eighty Dollar (\$780.00) maximum amount available to any individual employee, reimbursable at the rate of Sixty-Five Dollars (\$65.00) per month for as long as funds are available. These funds may be used to reimburse a worker for child care provided by any licensed child care provider. Workers shall be eligible to encumber Sixty-Five Dollars (\$65.00) per month toward the cost of any City run child care program in advance of actual enrollment in that program.

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

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

13.6 Employee Assistance Program

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

13.7 Life Insurance

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

ARTICLE 14: RETIREMENT

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

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

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

14.4 The City shall pay none of the employee's contribution to the Public Employees' Retirement System. The full unit member's contribution shall be deducted from the unit member's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A grievance is defined as:

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

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

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

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

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

15.2 General Provisions

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

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

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

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

- 15.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants.
- 15.2.6 Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
- 15.2.7 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to advisory arbitration and is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.
- 15.2.8 Failure of a unit member to file a grievance over an adverse action which constitutes a "grievance" as defined herein shall not constitute a waiver of other unit members' rights to file future grievances involving the same or similar adverse actions.
- 15.2.9 The City and Union may agree to consolidate grievances at Level III and beyond.

15.3 Procedure

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

15.3.1 Level I - Informal Resolution

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

least one (1) personal conference be held between the aggrieved unit member and the immediate supervisor.

15.3.2 Level II - Formal Written Grievance

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

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

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

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

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

15.3.3 Level III - Appeal to Department Head

15.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the department head. This statement shall include

a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

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

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

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

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

15.3.4 Level IV - Appeal to City Manager

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

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

15.3.5 Level V - Arbitration

15.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level IV, the Union

shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City workers. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

- 15.3.5.2 If either the City or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 15.3.5.1.
- 15.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 15.3.5.4 The City and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the City or the administration to do an act prohibited by law.
- 15.3.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.
- 15.3.5.6 The arbitrator shall make a final and binding determination.

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

ARTICLE 16: EFFECT ON EXISTING PRACTICES

16.1 Changes in Personnel Rules and Department Regulations

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

16.2 Effect of Agreement

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

16.3 Existing Practices

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

16.4 Waiver Clause

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

ARTICLE 17: NONDISCRIMINATION

The City agrees that there shall be no discrimination against any worker in regard to any of the terms and conditions of employment on account of that worker's race, religion,

national origin, cohabitation, political activities, age, disability, sex, sexual orientation, Union membership or legitimate Union activities under this Agreement.

ARTICLE 18: MANAGEMENT RIGHTS

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

- 18.1.1 To set standards and levels of service;
- 18.1.2 To determine the procedures and standards of selection for employment and promotions;
- 18.1.3 To assign workers, including bargaining unit members, to do station maintenance, repair, painting and similar work;
- 18.1.4 To direct its workers;
- 18.1.5 To determine the methods and means to relieve its workers from duty because lack of funds or other lawful reasons;
- 18.1.6 To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on work load and safety and any other matter within the scope of representation;
- 18.1.7 To determine methods of financing;
- 18.1.8 To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- 18.1.9 To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- 18.1.10 To make all decision relating to merit, necessity or organization of City Service;

- 18.1.11 To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline workers in accordance with applicable laws;
 - 18.1.12 To establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
 - 18.1.13 To take necessary actions to carry out its mission in emergencies; and
 - 18.1.14 To exercise complete control and discretion over its organization and the technology of performing its work.
 - 18.1.15 To take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities.
- 18.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.
- 18.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

ARTICLE 19: CONCERTED ACTIVITIES

- 19.1 As used in this Article 19, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

- 19.2 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs City operations by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operations by any other non-unit employees or members of other employee associations or groups.
- 19.3 Furthermore, the Union agrees that the provisions in this Article 19 are enforceable by the City in a Court of law. The City may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.
- 19.4 It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the City Council.
- 19.5 Nothing herein shall be deemed to limit the remedies available to the City in dealing with concerted activities as described hereinabove.

ARTICLE 20: SEPARABILITY

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

ARTICLE 21: DISCIPLINARY ACTION

- 21.1 For just cause, the City has the right to discipline, demote, or discharge permanent workers for unsatisfactory work or conduct. Disciplinary action, if taken must be acted upon within forty-five (45) days of the date of discovery of the basis for the discipline unless the City demonstrates that at the end of the forty-five (45) day period, it was engaged in an active, ongoing investigation of the allegations. In such cases, disciplinary action must be taken within ten (10) days of the completion of the investigation.

- 21.2 Non-probationary workers whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion or discharge. Reprimands shall not be subject to the arbitration provisions of Article 15, Grievance Procedure.
- 21.3 Notice of disciplinary action must be in writing and served on the worker in person or by registered mail prior to the disciplinary action becoming effective. The notice must be filed on a timely basis with the Personnel Officer and included in the worker's personnel file. The notice of disciplinary action shall include:
- 21.3.1 Statement of the nature of the disciplinary action;
 - 21.3.2 Effective date of the action;
 - 21.3.3 Statement of the reasons for the proposed action;
 - 21.3.4 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based; and
 - 21.3.5 Copies of any documents or other items of evidence upon which the disciplinary action was fully or in part based.
 - 21.3.6 In all cases of disciplinary action, the notice shall include a statement advising the worker of his/her right to grieve such action and the right to Union representation.
 - 21.3.7 In cases of demotion, discharge, or suspension of five (5) days or more of workers in permanent status at the time of the discipline, the notice shall include a statement of the worker's right to respond, either orally, at a meeting requested by the worker, or in writing. The opportunity to respond shall be afforded prior to the action becoming effective, but the worker must respond no later than five (5) days after receipt of notice of disciplinary action. If the worker has been removed from the job during such five (5) days period, the worker must contact the Personnel Division daily. A hearing, if requested, shall be scheduled and held as soon as possible but in no event later than thirty (30) days after receipt of notice of disciplinary action.

In cases of suspensions of less than five (5) days, the opportunity to respond as stated above shall normally occur prior to the action becoming effective. If the opportunity to respond is not afforded

prior to the effective date, such right shall occur during or immediately after the suspension.

- 21.3.8 Nothing herein shall prohibit the Union from discussing the issue of a time limit on the duration in which the disciplinary action will remain in the worker's personnel file, however, by entering into such discussions, there shall be no commitment on the part of the City to agree to a time limit.

ARTICLE 22: TRANSFER

22.1 Definition

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

22.2 Voluntary Transfers as a Result of Posting and Filling Vacancies

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

experience, competencies, length of service in the City, past evaluations, and qualifications of each worker.

22.2.5 When the City has considered two or more workers requesting a transfer to a vacant position to be relatively equal on the basis of training, experience, competence, past evaluations, and qualifications, the worker with the most City-wide seniority shall be selected for transfer to the vacant position.

22.2.6 The City shall notify the worker requesting transfer, in writing, of the City's acceptance or denial of the request. The City shall provide written reasons for not granting the transfer request upon the request of the worker. Transfer requests shall be acted upon prior to filling positions by promotion or outside applicants.

22.2.7 Only one (1) voluntary transfer may be granted per worker in any one (1) year period.

22.3 Administrative Transfers

22.3.1 An administrative transfer may be initiated by the Personnel Officer or his/her designee and shall be based exclusively on the work related special needs of the City and/or welfare of the workers involved and will not be for punitive or capricious reasons.

22.3.2 In the event that circumstances require that a worker be transferred on an administrative basis, the worker and the Union shall be informed of the reason(s) in writing prior to such action and shall be afforded an opportunity to meet with the Personnel Officer regarding the proposed transfer.

22.3.3 For purposes of selecting which worker shall be administratively transferred in order to meet the needs of the City, the City shall consider the training, experience, competencies, length of service in the City, past evaluations, qualifications, and current classification of each worker considered. All things being relatively equal, the worker with the least City-wide seniority will be transferred.

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

22.4 Length of Service Defined

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

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

ARTICLE 23: SAFETY

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

23.2 The Union and the City agree to continue to participate in the City Safety Committee. Any member of the City Safety Committee can request a meeting up to four (4) times a year.

ARTICLE 24: TERM OF AGREEMENT

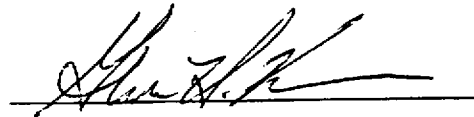
This Agreement shall remain in full force and effect up to and including November 2, 2002, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than August 30 of any year, and no later than September 22 of any year, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

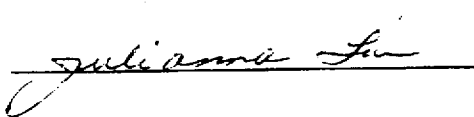
The terms of this Agreement shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific sections of this Agreement.

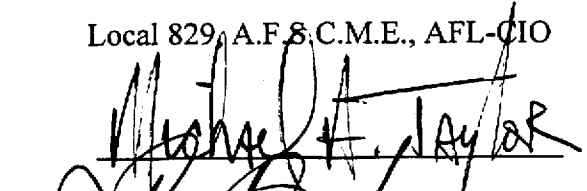
Dated 02.13.01

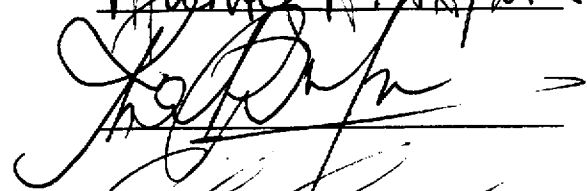
City of Menlo Park

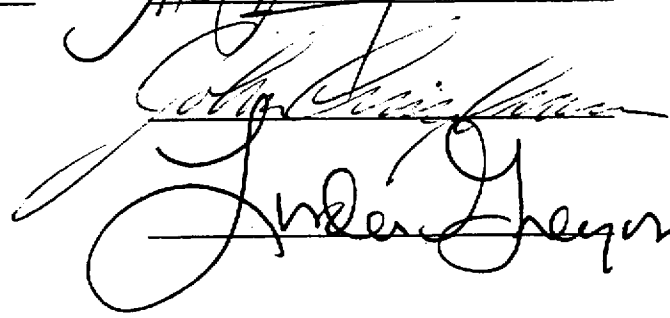
Local 829, A.F.S.C.M.E., AFL-CIO











MEMORANDUM OF AGREEMENT

In addition to the modifications to the Memorandum of Understanding between American Federation of State, County and Municipal Employees, Local 829, AFL-CIO and the City of Menlo Park, the parties, having met and conferred agree as follows:

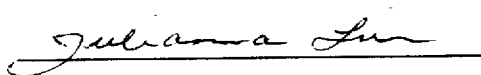
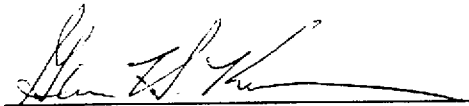
1. Workers who are receiving a two and one-half percent (2.5%) premium in place of special merit will continue to receive the two and one-half percent premium.
2. To apply for all Departments, except for urgent and compelling reasons, workers who are ill will not be called at home when calling in absent. They shall call daily unless they have submitted a doctors note stating length of absence. They may call in early and leave word with any supervisor stating the following:
 - A. Non-detailed nature of illness.
 - B. Estimated length of absence.
 - C. Any necessary information about work which needs attention during the workers' absence.

This paragraph does not modify the provisions of Section 12.1.3.

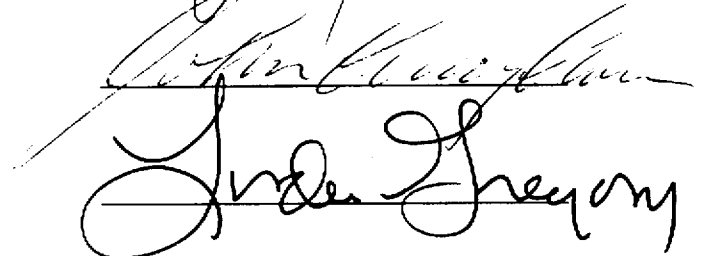
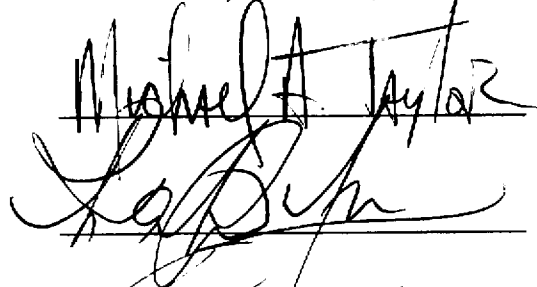
3. The parties agree to the Menlo Park Labor Management Committee as outlined in Appendix D.

Dated 02-13-01

City of Menlo Park



A.F.S.C.M.E., Local 829, AFL-CIO



APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 829, AFL-CIO

ADMINISTRATIVE SERVICES MANAGER
AQUATICS PROGRAMS COORDINATOR
ASSISTANT BUILDING OFFICIAL
BRANCH LIBRARY MANAGER
BUILDING OFFICIAL
BUSINESS MANAGER – COMMUNITY SERVICES
BUSINESS MANAGER – DEVELOPMENT SERVICES
CHIEF ACCOUNTANT
CHIEF PLANNER
CHILD CARE COORDINATOR
CHILDREN'S SERVICES MANAGER
CIRCULATION AND SYSTEMS SUPERVISOR
COMMUNICATIONS AND RECORDS SUPERVISOR
COMMUNITY SERVICES MANAGER
CUSTODIAL SERVICES SUPERVISOR
DIRECTOR, ONETTA HARRIS COMMUNITY CENTER
FACILITIES SUPERVISOR
FINANCIAL SERVICES MANAGER
FLEET SUPERVISOR
GYMNASTICS PROGRAMS COORDINATOR
HOUSING AND REDEVELOPMENT MANAGER
LIBRARIAN III
LITERACY PROGRAM COORDINATOR
PARKS AND TREES SUPERVISOR
PROGRAM SUPERVISOR/TITLE 5
PROGRAM SUPERVISOR/TITLE 22
RECREATION SUPERVISOR
REVENUE AND CLAIMS MANAGER
SENIOR RECREATION SUPERVISOR
SOCIAL SERVICES SUPERVISOR
STREETS AND WATER SUPERVISOR
SUPERVISING ENGINEER
TEEN COORDINATOR
YOUTH/ADULT SPORTS PROGRAMS COORDINATOR
YOUTH SERVICES COORDINATOR

Appendix B-1
 Pay Ranges for Classified Supervisory Personnel
 November 5, 2000 through November 3, 2001

Range	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
33.0		A	37,801.70	3,150.14	1,453.91	18.17389
		B	39,512.10	3,292.68	1,519.70	18.99620
		C	41,385.14	3,448.76	1,591.74	19.89670
		D	43,295.71	3,607.98	1,665.22	20.81524
		E	45,318.66	3,776.56	1,743.03	21.78782
33.5		A	38,631.84	3,219.32	1,485.84	18.57300
		B	40,392.45	3,366.04	1,553.56	19.41945
		C	42,303.01	3,525.25	1,627.04	20.33798
		D	44,250.60	3,687.55	1,701.95	21.27433
		E	46,348.26	3,862.36	1,782.63	22.28282
34.0		A	39,512.10	3,292.68	1,519.70	18.99620
		B	41,385.14	3,448.76	1,591.74	19.89670
		C	43,295.71	3,607.98	1,665.22	20.81524
		D	45,318.67	3,776.56	1,743.03	21.78782
		E	47,416.03	3,951.34	1,823.69	22.79617
34.5		A	40,392.45	3,366.04	1,553.56	19.41945
		B	42,303.01	3,525.25	1,627.04	20.33798
		C	44,250.60	3,687.55	1,701.95	21.27433
		D	46,348.26	3,862.36	1,782.63	22.28282
		E	48,527.86	4,043.99	1,866.46	23.33070
35.0	Child Care Coordinator	A	41,385.14	3,448.76	1,591.74	19.89670
		B	43,295.71	3,607.98	1,665.22	20.81524
		C	45,318.67	3,776.56	1,743.03	21.78782
		D	47,416.03	3,951.34	1,823.69	22.79617
		E	49,632.22	4,136.02	1,908.93	23.86164
35.5		A	42,303.01	3,525.25	1,627.04	20.33798
		B	44,250.60	3,687.55	1,701.95	21.27433
		C	46,348.26	3,862.36	1,782.63	22.28282
		D	48,527.86	4,043.99	1,866.46	23.33070
		E	50,774.82	4,231.23	1,952.88	24.41097
36.0		A	43,295.71	3,607.98	1,665.22	20.81524
		B	45,318.67	3,776.56	1,743.03	21.78782
		C	47,416.03	3,951.34	1,823.69	22.79617
		D	49,632.22	4,136.02	1,908.93	23.86164
		E	51,960.80	4,330.07	1,998.49	24.98116
36.5		A	44,250.60	3,687.55	1,701.95	21.27433
		B	46,348.26	3,862.36	1,782.63	22.28282
		C	48,527.86	4,043.99	1,866.46	23.33070
		D	50,774.82	4,231.23	1,952.88	24.41097
		E	53,184.90	4,432.08	2,045.57	25.56967

Range	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
37.0		A	45,318.67	3,776.56	1,743.03	21.78782
		B	47,416.03	3,951.34	1,823.69	22.79617
		C	49,632.22	4,136.02	1,908.93	23.86164
		D	51,960.80	4,330.07	1,998.49	24.98116
		E	54,402.20	4,533.52	2,092.39	26.15491
37.5	Social Services Supervisor	A	46,348.26	3,862.36	1,782.63	22.28282
		B	48,527.86	4,043.99	1,866.46	23.33070
		C	50,774.82	4,231.23	1,952.88	24.41097
		D	53,184.90	4,432.08	2,045.57	25.56967
		E	55,737.99	4,644.83	2,143.77	26.79711
38.0	Aquatics Program Coordinator Gymnastics Program Coordinator Program Supervisor - Title 5 Program Supervisor - Title 22 Teen Coordinator	A	47,416.03	3,951.34	1,823.69	22.79617
		B	49,632.22	4,136.02	1,908.93	23.86164
		C	51,960.80	4,330.07	1,998.49	24.98116
		D	54,402.20	4,533.52	2,092.39	26.15491
		E	56,961.51	4,746.79	2,190.83	27.38534
38.5	Youth Services Coordinator Youth/Adult Sports Program Coordinator	A	48,527.86	4,043.99	1,866.46	23.33070
		B	50,774.82	4,231.23	1,952.88	24.41097
		C	53,184.90	4,432.08	2,045.57	25.56967
		D	55,737.99	4,644.83	2,143.77	26.79711
		E	58,372.73	4,864.39	2,245.10	28.06381
39.0	Circulation and Systems Supervisor	A	49,632.22	4,136.02	1,908.93	23.86164
		B	51,960.80	4,330.07	1,998.49	24.98116
		C	54,402.20	4,533.52	2,092.39	26.15491
		D	56,961.51	4,746.79	2,190.83	27.38534
		E	59,640.17	4,970.01	2,293.85	28.67316
39.5		A	50,774.82	4,231.23	1,952.88	24.41097
		B	53,184.90	4,432.08	2,045.57	25.56967
		C	55,737.99	4,644.83	2,143.77	26.79711
		D	58,372.73	4,864.39	2,245.10	28.06381
		E	61,126.53	5,093.88	2,351.02	29.38775
40.0	Custodial Services Supervisor	A	51,960.80	4,330.07	1,998.49	24.98116
		B	54,402.20	4,533.52	2,092.39	26.15491
		C	56,961.51	4,746.79	2,190.83	27.38534
		D	59,640.17	4,970.01	2,293.85	28.67316
		E	62,499.43	5,208.29	2,403.82	30.04780
40.5		A	53,184.90	4,432.08	2,045.57	25.56967
		B	55,737.99	4,644.83	2,143.77	26.79711
		C	58,372.73	4,864.39	2,245.10	28.06381
		D	61,126.53	5,093.88	2,351.02	29.38775
		E	64,066.19	5,338.85	2,464.08	30.80105

Range	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
41.0	Recreation Supervisor Revenue and Claims Manager	A	54,402.20	4,533.52	2,092.39	26.15491
		B	56,961.51	4,746.79	2,190.83	27.38534
		C	59,640.17	4,970.01	2,293.85	28.67316
		D	62,499.43	5,208.29	2,403.82	30.04780
		E	65,477.34	5,456.45	2,518.36	31.47949
41.5		A	55,737.99	4,644.83	2,143.77	26.79711
		B	58,372.73	4,864.39	2,245.10	28.06381
		C	61,126.53	5,093.88	2,351.02	29.38775
		D	64,066.19	5,338.85	2,464.08	30.80105
		E	67,119.37	5,593.28	2,581.51	32.26893
42.0		A	56,961.51	4,746.79	2,190.83	27.38534
		B	59,640.17	4,970.01	2,293.85	28.67316
		C	62,499.43	5,208.29	2,403.82	30.04780
		D	65,477.34	5,456.45	2,518.36	31.47949
		E	68,605.79	5,717.15	2,638.68	32.98355
42.5		A	58,372.73	4,864.39	2,245.10	28.06381
		B	61,126.53	5,093.88	2,351.02	29.38775
		C	64,066.19	5,338.85	2,464.08	30.80105
		D	67,119.37	5,593.28	2,581.51	32.26893
		E	70,328.67	5,860.72	2,704.95	33.81186
43.0	Business Manager - Community Services Business Manager - Community Development Facilities Supervisor Fleet Supervisor Librarian III	A	59,640.17	4,970.01	2,293.85	28.67316
		B	62,499.43	5,208.29	2,403.82	30.04780
		C	65,477.34	5,456.45	2,518.36	31.47949
		D	68,605.79	5,717.15	2,638.68	32.98355
		E	71,888.08	5,990.67	2,764.93	34.56158
43.5	Administrative Services Manager Communications and Records Supervisor Director, Onetta Harris Community Center Senior Recreation Supervisor	A	61,126.53	5,093.88	2,351.02	29.38775
		B	64,066.19	5,338.85	2,464.08	30.80105
		C	67,119.37	5,593.28	2,581.51	32.26893
		D	70,328.67	5,860.72	2,704.95	33.81186
		E	73,686.35	6,140.53	2,834.09	35.42613
44.0		A	62,499.43	5,208.29	2,403.82	30.04780
		B	65,477.34	5,456.45	2,518.36	31.47949
		C	68,605.79	5,717.15	2,638.68	32.98355
		D	71,888.08	5,990.67	2,764.93	34.56158
		E	75,328.97	6,277.41	2,897.27	36.21585
44.5	Branch Library Manager Literach Program Coordinator	A	64,066.19	5,338.85	2,464.08	30.80105
		B	67,119.37	5,593.28	2,581.51	32.26893
		C	70,328.65	5,860.72	2,704.95	33.81185
		D	73,686.35	6,140.53	2,834.09	35.42613
		E	77,196.21	6,433.02	2,969.08	37.11356

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
45.0	Chief Accountant		A	65,477.34	5,456.45	2,518.36	31,479.49
			B	68,605.79	5,717.15	2,638.68	32,983.55
			C	71,888.08	5,990.67	2,764.93	34,561.58
			D	75,328.97	6,277.41	2,897.27	36,215.85
			E	78,919.71	6,576.64	3,035.37	37,942.17
45.5			A	67,119.37	5,593.28	2,581.51	32,268.93
			B	70,328.67	5,860.72	2,704.95	33,811.86
			C	73,686.35	6,140.53	2,834.09	35,426.13
			D	77,196.21	6,433.02	2,969.08	37,113.56
			E	80,942.22	6,745.19	3,113.16	38,914.53
46.0	Financial Services Manager		A	68,605.79	5,717.15	2,638.68	32,983.55
			B	71,888.08	5,990.67	2,764.93	34,561.58
			C	75,328.97	6,277.41	2,897.27	36,215.85
			D	78,919.71	6,576.64	3,035.37	37,942.17
			E	82,732.35	6,894.36	3,182.01	39,775.17
46.5			A	70,328.67	5,860.72	2,704.95	33,811.86
			B	73,686.35	6,140.53	2,834.09	35,426.13
			C	77,196.21	6,433.02	2,969.08	37,113.56
			D	80,942.22	6,745.19	3,113.16	38,914.53
			E	84,830.52	7,069.21	3,262.71	40,783.91
47.0			A	71,888.08	5,990.67	2,764.93	34,561.58
			B	75,328.97	6,277.41	2,897.27	36,215.85
			C	78,919.71	6,576.64	3,035.37	37,942.17
			D	82,732.35	6,894.36	3,182.01	39,775.17
			E	86,740.55	7,228.38	3,336.18	41,702.19
47.5			A	73,686.35	6,140.53	2,834.09	35,426.13
			B	77,196.21	6,433.02	2,969.08	37,113.56
			C	80,942.22	6,745.19	3,113.16	38,914.53
			D	84,830.52	7,069.21	3,262.71	40,783.91
			E	88,920.77	7,410.06	3,420.03	42,750.37
48.0	Assistant Building Official Children's Services Manager Community Services Manager Housing and Redevelopment Manager		A	75,328.97	6,277.41	2,897.27	36,215.85
			B	78,919.71	6,576.64	3,035.37	37,942.17
			C	82,732.35	6,894.36	3,182.01	39,775.17
			D	86,740.55	7,228.38	3,336.18	41,702.19
			E	90,943.13	7,578.59	3,497.81	43,722.66
48.5			A	77,196.21	6,433.02	2,969.08	37,113.56
			B	80,942.22	6,745.19	3,113.16	38,914.53
			C	84,830.52	7,069.21	3,262.71	40,783.91
			D	88,920.77	7,410.06	3,420.03	42,750.37
			E	93,196.91	7,766.41	3,584.50	44,806.21

Appendix B-1
 Pay Ranges for Classified Supervisory Personnel
 November 5, 2000 through November 3, 2001

Range	Classified Position	Step	Annual	Monthly	B-Weekly	Hourly
49.0	Building Official Chief Planner Supervising Engineer	A	78,919.71	6,576.64	3,035.37	37,942.17
		B	82,732.35	6,894.36	3,182.01	39,775.17
		C	86,740.56	7,228.38	3,336.18	41,702.19
		D	90,943.13	7,578.59	3,497.81	43,722.66
		E	95,374.88	7,947.91	3,668.26	45,853.31
49.5		A	80,942.22	6,745.19	3,113.16	38,914.53
		B	84,830.52	7,069.21	3,262.71	40,783.91
		C	88,920.77	7,410.06	3,420.03	42,750.37
		D	93,196.91	7,766.41	3,584.50	44,806.21
		E	97,712.27	8,142.69	3,758.16	46,977.05
50.0		A	82,732.35	6,894.36	3,182.01	39,775.17
		B	86,740.56	7,228.38	3,336.18	41,702.19
		C	90,943.13	7,578.59	3,497.81	43,722.66
		D	95,374.89	7,947.91	3,668.26	45,853.31
		E	99,995.74	8,332.98	3,845.99	48,074.87
50.5		A	84,830.52	7,069.21	3,262.71	40,783.91
		B	88,920.77	7,410.06	3,420.03	42,750.37
		C	93,196.91	7,766.41	3,584.50	44,806.21
		D	97,712.27	8,142.69	3,758.16	46,977.05
		E	102,446.33	8,537.19	3,940.24	49,253.04
51.0		A	86,740.56	7,228.38	3,336.18	41,702.19
		B	90,943.13	7,578.59	3,497.81	43,722.66
		C	95,374.88	7,947.91	3,668.26	45,853.31
		D	99,995.74	8,332.98	3,845.99	48,074.87
		E	104,840.62	8,736.72	4,032.33	50,404.14
51.5		A	88,920.77	7,410.06	3,420.03	42,750.37
		B	93,196.91	7,766.41	3,584.50	44,806.21
		C	97,712.27	8,142.69	3,758.16	46,977.05
		D	102,446.33	8,537.19	3,940.24	49,253.04
		E	107,409.98	8,950.83	4,131.15	51,639.41
52.0		A	90,943.13	7,578.59	3,497.81	43,722.66
		B	95,374.88	7,947.91	3,668.26	45,853.31
		C	99,995.74	8,332.98	3,845.99	48,074.87
		D	104,840.62	8,736.72	4,032.33	50,404.14
		E	109,920.09	9,160.01	4,227.70	52,846.19
52.5		A	93,196.91	7,766.41	3,584.50	44,806.21
		B	97,712.27	8,142.69	3,758.16	46,977.05
		C	102,446.33	8,537.19	3,940.24	49,253.04
		D	107,409.98	8,950.83	4,131.15	51,639.41
		E	112,614.09	9,384.51	4,331.31	54,141.39

Pay Ranges for Classified Supervisory Personnel
November 4, 2001 through November 2, 2002

Range	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
33.0		A	39,502.78	3,291.90	1,519.34	18.99172
		B	41,290.15	3,440.85	1,588.08	19.85103
		C	43,247.47	3,603.96	1,663.36	20.79205
		D	45,244.02	3,770.33	1,740.15	21.75193
		E	47,358.00	3,946.50	1,821.46	22.76827
33.5		A	40,370.27	3,364.19	1,552.70	19.40879
		B	42,210.11	3,517.51	1,623.47	20.29332
		C	44,206.64	3,683.89	1,700.26	21.25319
		D	46,241.88	3,853.49	1,778.53	22.23167
		E	48,433.93	4,036.16	1,862.84	23.28554
34.0		A	41,290.15	3,440.85	1,588.08	19.85103
		B	43,247.47	3,603.96	1,663.36	20.79205
		C	45,244.02	3,770.33	1,740.15	21.75193
		D	47,358.01	3,946.50	1,821.46	22.76827
		E	49,549.75	4,129.15	1,905.76	23.82200
34.5		A	42,210.11	3,517.51	1,623.47	20.29332
		B	44,206.64	3,683.89	1,700.26	21.25319
		C	46,241.88	3,853.49	1,778.53	22.23167
		D	48,433.93	4,036.16	1,862.84	23.28554
		E	50,711.62	4,225.97	1,950.45	24.38058
35.0	Child Care Coordinator	A	43,247.47	3,603.96	1,663.36	20.79205
		B	45,244.02	3,770.33	1,740.15	21.75193
		C	47,358.01	3,946.50	1,821.46	22.76827
		D	49,549.75	4,129.15	1,905.76	23.82200
		E	51,865.66	4,322.14	1,994.83	24.93542
35.5		A	44,206.64	3,683.89	1,700.26	21.25319
		B	46,241.88	3,853.49	1,778.53	22.23167
		C	48,433.93	4,036.16	1,862.84	23.28554
		D	50,711.62	4,225.97	1,950.45	24.38058
		E	53,059.68	4,421.64	2,040.76	25.50946
36.0		A	45,244.02	3,770.33	1,740.15	21.75193
		B	47,358.01	3,946.50	1,821.46	22.76827
		C	49,549.75	4,129.15	1,905.76	23.82200
		D	51,865.66	4,322.14	1,994.83	24.93542
		E	54,299.04	4,524.92	2,088.42	26.10531
36.5		A	46,241.88	3,853.49	1,778.53	22.23167
		B	48,433.93	4,036.16	1,862.84	23.28554
		C	50,711.62	4,225.97	1,950.45	24.38058
		D	53,059.68	4,421.64	2,040.76	25.50946
		E	55,578.23	4,631.52	2,137.62	26.72030

Range	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
37.0		A	47,358.01	3,946.50	1,821.46	22.76827
		B	49,549.75	4,129.15	1,905.76	23.82200
		C	51,865.66	4,322.14	1,994.83	24.93542
		D	54,299.04	4,524.92	2,088.42	26.10531
		E	56,850.30	4,737.53	2,186.55	27.33188
37.5	Social Services Supervisor	A	48,433.93	4,036.16	1,862.84	23.28554
		B	50,711.62	4,225.97	1,950.45	24.38058
		C	53,059.68	4,421.64	2,040.76	25.50946
		D	55,578.23	4,631.52	2,137.62	26.72030
		E	58,246.20	4,853.85	2,240.24	28.00298
38.0	Aquatics Program Coordinator Gymnastics Program Coordinator Program Supervisor - Title 5 Program Supervisor - Title 22 Teen Coordinator	A	49,549.75	4,129.15	1,905.76	23.82200
		B	51,865.66	4,322.14	1,994.83	24.93542
		C	54,299.04	4,524.92	2,088.42	26.10531
		D	56,850.30	4,737.53	2,186.55	27.33188
		E	59,524.78	4,960.40	2,289.41	28.61768
38.5	Youth Services Coordinator Youth/Adult Sports Program Coordinator	A	50,711.62	4,225.97	1,950.45	24.38058
		B	53,059.68	4,421.64	2,040.76	25.50946
		C	55,578.23	4,631.52	2,137.62	26.72030
		D	58,246.20	4,853.85	2,240.24	28.00298
		E	60,999.50	5,083.29	2,346.13	29.32668
39.0	Circulation and Systems Supervisor	A	51,865.66	4,322.14	1,994.83	24.93542
		B	54,299.04	4,524.92	2,088.42	26.10531
		C	56,850.30	4,737.53	2,186.55	27.33188
		D	59,524.78	4,960.40	2,289.41	28.61768
		E	62,323.98	5,193.66	2,397.08	29.96345
39.5		A	53,059.68	4,421.64	2,040.76	25.50946
		B	55,578.23	4,631.52	2,137.62	26.72030
		C	58,246.20	4,853.85	2,240.24	28.00298
		D	60,999.50	5,083.29	2,346.13	29.32668
		E	63,877.22	5,323.10	2,456.82	30.71020
40.0	Custodial Services Supervisor	A	54,299.04	4,524.92	2,088.42	26.10531
		B	56,850.30	4,737.53	2,186.55	27.33188
		C	59,524.78	4,960.40	2,289.41	28.61768
		D	62,323.98	5,193.66	2,397.08	29.96345
		E	65,311.90	5,442.66	2,512.00	31.39995
40.5		A	55,578.23	4,631.52	2,137.62	26.72030
		B	58,246.20	4,853.85	2,240.24	28.00298
		C	60,999.50	5,083.29	2,346.13	29.32668
		D	63,877.22	5,323.10	2,456.82	30.71020
		E	66,949.17	5,579.10	2,574.97	32.18710

Pay Ranges for Classified Supervisory Personnel
November 4, 2001 through November 2, 2002

Range	Classified Position	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
41.0	Recreation Supervisor Revenue and Claims Manager		A	56,850.30	4,737.53	2,186.55	27.33188
			B	59,524.78	4,960.40	2,289.41	28.61768
			C	62,323.98	5,193.66	2,397.08	29.96345
			D	65,311.90	5,442.66	2,512.00	31.39995
			E	68,423.82	5,701.99	2,631.69	32.89607
41.5			A	58,246.20	4,853.85	2,240.24	28.00298
			B	60,999.50	5,083.29	2,346.13	29.32668
			C	63,877.22	5,323.10	2,456.82	30.71020
			D	66,949.17	5,579.10	2,574.97	32.18710
			E	70,139.74	5,844.98	2,697.68	33.72103
42.0			A	59,524.78	4,960.40	2,289.41	28.61768
			B	62,323.98	5,193.66	2,397.08	29.96345
			C	65,311.90	5,442.66	2,512.00	31.39995
			D	68,423.82	5,701.99	2,631.69	32.89607
			E	71,693.05	5,974.42	2,757.42	34.46781
42.5			A	60,999.50	5,083.29	2,346.13	29.32668
			B	63,877.22	5,323.10	2,456.82	30.71020
			C	66,949.17	5,579.10	2,574.97	32.18710
			D	70,139.74	5,844.98	2,697.68	33.72103
			E	73,493.46	6,124.45	2,826.67	35.33339
43.0	Business Manager - Community Services Business Manager - Community Development Facilities Supervisor Fleet Supervisor Librarian III	Parks and Trees Supervisor Streets and Water Supervisor	A	62,323.98	5,193.66	2,397.08	29.96345
			B	65,311.90	5,442.66	2,512.00	31.39995
			C	68,423.82	5,701.99	2,631.69	32.89607
			D	71,693.05	5,974.42	2,757.42	34.46781
			E	75,123.05	6,260.25	2,889.35	36.11685
43.5	Administrative Services Manager Communications and Records Supervisor Director, Onetta Harris Community Center Senior Recreation Supervisor		A	63,877.22	5,323.10	2,456.82	30.71020
			B	66,949.17	5,579.10	2,574.97	32.18710
			C	70,139.74	5,844.98	2,697.68	33.72103
			D	73,493.46	6,124.45	2,826.67	35.33339
			E	77,002.24	6,416.85	2,961.62	37.02031
44.0			A	65,311.90	5,442.66	2,512.00	31.39995
			B	68,423.82	5,701.99	2,631.69	32.89607
			C	71,693.05	5,974.42	2,757.42	34.46781
			D	75,123.05	6,260.25	2,889.35	36.11685
			E	78,718.77	6,559.90	3,027.65	37.84556
44.5	Branch Library Manager Literach Program Coordinator		A	66,949.17	5,579.10	2,574.97	32.18710
			B	70,139.74	5,844.98	2,697.68	33.72103
			C	73,493.44	6,124.45	2,826.67	35.33339
			D	77,002.24	6,416.85	2,961.62	37.02031
			E	80,670.03	6,722.50	3,102.69	38.78367

Pay Ranges for Classified Supervisory Personnel
November 4, 2001 through November 2, 2002

Range	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
45.0	Chief Accountant	A	68,423.82	5,701.99	2,631.69	32.89607
		B	71,693.05	5,974.42	2,757.42	34.46781
		C	75,123.05	6,260.25	2,889.35	36.11685
		D	78,718.77	6,559.90	3,027.65	37.84556
		E	82,471.10	6,872.59	3,171.97	39.64957
45.5		A	70,139.74	5,844.98	2,697.68	33.72103
		B	73,493.46	6,124.45	2,826.67	35.33339
		C	77,002.24	6,416.85	2,961.62	37.02031
		D	80,670.03	6,722.50	3,102.69	38.78367
		E	84,584.62	7,048.72	3,253.25	40.66568
46.0	Financial Services Manager	A	71,693.05	5,974.42	2,757.42	34.46781
		B	75,123.05	6,260.25	2,889.35	36.11685
		C	78,718.77	6,559.90	3,027.65	37.84556
		D	82,471.10	6,872.59	3,171.97	39.64957
		E	86,455.30	7,204.61	3,325.20	41.56505
46.5		A	73,493.46	6,124.45	2,826.67	35.33339
		B	77,002.24	6,416.85	2,961.62	37.02031
		C	80,670.03	6,722.50	3,102.69	38.78367
		D	84,584.62	7,048.72	3,253.25	40.66568
		E	88,647.90	7,387.32	3,409.53	42.61918
47.0		A	75,123.05	6,260.25	2,889.35	36.11685
		B	78,718.77	6,559.90	3,027.65	37.84556
		C	82,471.10	6,872.59	3,171.97	39.64957
		D	86,455.30	7,204.61	3,325.20	41.56505
		E	90,643.88	7,553.66	3,486.30	43.57879
47.5		A	77,002.24	6,416.85	2,961.62	37.02031
		B	80,670.03	6,722.50	3,102.69	38.78367
		C	84,584.62	7,048.72	3,253.25	40.66568
		D	88,647.90	7,387.32	3,409.53	42.61918
		E	92,922.21	7,743.52	3,573.93	44.67414
48.0	Assistant Building Official Children's Services Manager Community Services Manager Housing and Redevelopment Manager	A	78,718.77	6,559.90	3,027.65	37.84556
		B	82,471.10	6,872.59	3,171.97	39.64957
		C	86,455.30	7,204.61	3,325.20	41.56505
		D	90,643.88	7,553.66	3,486.30	43.57879
		E	95,035.57	7,919.63	3,655.21	45.69018
48.5		A	80,670.03	6,722.50	3,102.69	38.78367
		B	84,584.62	7,048.72	3,253.25	40.66568
		C	88,647.90	7,387.32	3,409.53	42.61918
		D	92,922.21	7,743.52	3,573.93	44.67414
		E	97,390.78	8,115.90	3,745.80	46.82249

Appendix B-2
 Pay Ranges for Classified Supervisory Personnel
 November 4, 2001 through November 2, 2002

Range	Classified Position	Step	Annual	Monthly	Bi-Weekly	Hourly
49.0	Building Official Chief Planner Supervising Engineer	A	82,471.10	6,872.59	3,171.97	39,649.57
		B	86,455.30	7,204.61	3,325.20	41,565.05
		C	90,643.89	7,553.66	3,486.30	43,578.79
		D	95,035.57	7,919.63	3,655.21	45,690.18
		E	99,666.75	8,305.56	3,833.34	47,916.71
49.5		A	84,584.62	7,048.72	3,253.25	40,665.68
		B	88,647.90	7,387.32	3,409.53	42,619.18
		C	92,922.21	7,743.52	3,573.93	44,674.14
		D	97,390.78	8,115.90	3,745.80	46,822.49
		E	102,109.32	8,509.11	3,927.28	49,091.02
50.0		A	86,455.30	7,204.61	3,325.20	41,565.05
		B	90,643.89	7,553.66	3,486.30	43,578.79
		C	95,035.57	7,919.63	3,655.21	45,690.18
		D	99,666.76	8,305.56	3,833.34	47,916.71
		E	104,495.54	8,707.96	4,019.06	50,238.24
50.5		A	88,647.90	7,387.32	3,409.53	42,619.18
		B	92,922.21	7,743.52	3,573.93	44,674.14
		C	97,390.78	8,115.90	3,745.80	46,822.49
		D	102,109.32	8,509.11	3,927.28	49,091.02
		E	107,056.42	8,921.37	4,117.55	51,469.43
51.0		A	90,643.89	7,553.66	3,486.30	43,578.79
		B	95,035.57	7,919.63	3,655.21	45,690.18
		C	99,666.75	8,305.56	3,833.34	47,916.71
		D	104,495.54	8,707.96	4,019.06	50,238.24
		E	109,558.45	9,129.87	4,213.79	52,672.33
51.5		A	92,922.21	7,743.52	3,573.93	44,674.14
		B	97,390.78	8,115.90	3,745.80	46,822.49
		C	102,109.32	8,509.11	3,927.28	49,091.02
		D	107,056.42	8,921.37	4,117.55	51,469.43
		E	112,243.43	9,353.62	4,317.05	53,963.19
52.0		A	95,035.57	7,919.63	3,655.21	45,690.18
		B	99,666.75	8,305.56	3,833.34	47,916.71
		C	104,495.54	8,707.96	4,019.06	50,238.24
		D	109,558.45	9,129.87	4,213.79	52,672.33
		E	114,866.49	9,572.21	4,417.94	55,224.27
52.5		A	97,390.78	8,115.90	3,745.80	46,822.49
		B	102,109.32	8,509.11	3,927.28	49,091.02
		C	107,056.42	8,921.37	4,117.55	51,469.43
		D	112,243.43	9,353.62	4,317.05	53,963.19
		E	117,681.72	9,806.81	4,526.22	56,577.75

APPENDIX "C-1"

CITY OF MENLO PARK DENTAL PLAN

ELIGIBLE EMPLOYEES:

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

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

DEPENDENTS:

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

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

MAXIMUM COVERAGE:

For each six-month period reimbursements shall be limited to the maximum coverage as stated in Section 13.2. Maximum coverage for workers who work less than full-time shall be prorated on the basis of hours worked as compared to full-time employment. Payments on claims will be based upon standard fees as determined by the dental committee.

REQUEST FOR REIMBURSEMENT:

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

TERMINATION OF INSURANCE:

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

COVERAGE

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

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

EXCLUSIONS AND LIMITATIONS

Covered dental expenses will not include charges:

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

HOW IT WORKS

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

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

7-1-01	Fund	Claims
to	Contribution	Received
12-31-01	\$40,000	\$30,000

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

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

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

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

7-1-01	Fund	Claims
to	Contribution	Received
12-31-01	\$40,000	\$60,000

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

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

FORMS PROCEDURE

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

APPENDIX "C-2"

CITY OF MENLO PARK VISION PLAN

ELIGIBLE EMPLOYEES:

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

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

MAXIMUM COVERAGE:

For each one year period reimbursements shall be limited to the maximum coverage as stated in Section 13.2. Maximum coverage for workers who work less than full-time shall be prorated on the basis of hours worked as compared to full-time employment. Payments on claims will be based upon standard fees. Vision reimbursements are drawn from the dental coverage maximum.

REQUEST FOR REIMBURSEMENT:

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

TERMINATION OF INSURANCE:

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

COVERAGE

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

- Hard or soft contact lenses
- Other covered charges as determined appropriate

EXCLUSIONS AND LIMITATIONS

Covered vision expenses will not include charges:

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

FORMS PROCEDURE

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

APPENDIX "D"

Menlo Park Labor Management Committee Goal

GOAL

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

MEETINGS

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

PARTICULARS

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

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

Additional meetings may be set with mutual agreement.

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

APPENDIX "E"

Request for Safety Investigation

Any employee who observes what he/she believes to be a safety rule violation or a hazardous condition shall report such violation or condition on the form attached hereto as Appendix F J. Copies of said form shall be available in each department. The form shall be filed in the Office of the City Manager.

The Office of the City Manager shall issue an initial response regarding the safety concern to the worker within two (2) working days. The worker shall also receive copies of notices on any subsequent action taken to address the safety concern.

No employee shall be subject to reprisal or retaliation for proper utilization of this procedure.

(Insert between K-1 and L-1 in Safety Program Model.)

APPENDIX "F"

CITY OF MENLO PARK

Request for Safety Investigation

Employee Name:

Employee Classification:

Employee Department:

Date of Request:

Description of Safety Concern:

Location of Safety Concern:

Requested Action/Correction:

Referral of Request:

To:

By:

Recommendation:

Action Taken, If Any:

c: Safety Committee
City Manager
Requesting Employee

(NOTE: An initial response is due back to the employee named above within two [2] working days.)

APPENDIX "G"

A joint committee consisting of two members from AFSCME and two members from SEIU shall meet with management on a quarterly basis to review the use, recommend priorities and provide suggestions for the operation of the following funds:

- a) Dental and vision plan contained in Section 13.2
- b) City Recreation Program fund contained in Section 13.4
- c) City Child Care Programs fund contained in Section 13.5; and
- d) Educational Leave and Tuition Reimbursement fund contained in Section 12.12