

**CITY OF SUNNYVALE**  
**AND**  
**SUNNYVALE EMPLOYEES' ASSOCIATION**  
**MEMORANDUM OF UNDERSTANDING**

JULY 1, ~~2012-2015~~ TO JUNE 30, ~~2015~~2019



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## **Article 1      PREAMBLE**

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association (SEA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this Bargaining Unit (Unit).

## **Article 2      RECOGNITION**

The Sunnyvale Employees' Association (Association) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.

If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.

The City shall notify the Association of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the Association within ten (10) work days from the City's notice, shall consult with the Association concerning the placement of the new classification(s).

## **Article 3      RATIFICATION**

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

## **Article 4      TERM**

The term of this Agreement shall be from July 1, ~~2012~~2015, through and including June 30, ~~2015~~2019, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

## **Article 5      CITY RIGHTS**

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to determine the services, activities and functions of its constituent departments,

commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## **Article 6      FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS**

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **Article 7      SEVERABILITY**

In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

## **Article 8      ORDINANCES, CODES, AND RESOLUTIONS**

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Association the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

## **Article 9      SCOPE OF NEGOTIATIONS**

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

## **Article 10    AUTHORIZED AGENTS**

For purposes of administering the terms and provisions of this Agreement:

City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone (408) 730-~~7495~~7490) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Association's principal authorized agent shall be the President of the Sunnyvale Employees' Association or his/her duly authorized representative. The Association's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

## **Article 11    GOVERNMENTAL MANDATES**

If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA represented employees, the Association and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the Association prior to the implementation of such changes, and in any event, as promptly as possible.

## **Article 12    EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Sunnyvale Employees' Association supports in full the City's Equal Employment Opportunity Policy.

## **Article 13    AMERICANS WITH DISABILITIES ACT (ADA)**

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

## **Article 14    RENEGOTIATIONS**

In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of 120 days to 90 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the Association shall provide the City with its initial written proposals 90 days prior to the termination of the MOU.

The negotiations shall begin as soon as practical after receipt of such written notice.

## **Article 15    RETIREMENT**

15.1    The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).

15.2    The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.

15.3    Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).



#### 15.4 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

#### 15.5 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

The City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution. City intends to continue to pay this benefit on a going-forward basis and has projected the 4% EPMC throughout the twenty-year long-term financial plan.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

### 15.6 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

## **Article 15 — NEGOTIATION PREPARATION**

~~Members of the SEA negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.~~

## **Article 16 WAGES/COMPENSATION**

### **16.1 Salaries**

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

### **16.2 Salary Adjustments**

During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

~~Effective first full pay period July 2014: 3% across the board increase.~~

~~Effective the first full pay period in July 2016 (July 3, 2016): 5.5% across the board increase.~~

~~Effective the first full pay period in July 2017: 4% across the board increase~~

~~Effective the first full pay period in July 2018: 2% across the board increase~~

### **16.3 Comparable Agencies**

The parties agree that in negotiations for successor memorandum of understanding, unless they agree on other survey jurisdictions, the comparable agencies for the majority of classifications in the bargaining unit shall be:

Alameda  
Fremont  
Hayward  
Milpitas

Mountain View  
Palo Alto  
Richmond  
San Leandro  
San Mateo  
Santa Clara

For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator, the parties agree to the following agencies:

Dublin/San Ramon Services District  
City of Hayward  
City of Palo Alto  
City of San Jose  
City of San Leandro  
~~South Bay Systems Authority~~Silicon Valley Clean Water  
Union Sanitary District

For purposes of comparing the classification of Senior Programmer Analyst, the parties agree to the following agencies:

City of Fremont  
City of Milpitas  
City of Palo Alto

For purposes of comparing the classification of Career Advisor the parties agree to the following agencies:

~~Alameda Private Industry Council (PIC)~~  
~~City of Richmond PIC~~  
~~San Francisco City/County PIC~~  
~~San Mateo County PIC~~  
~~Santa Clara County PIC~~  
Alameda County Workforce Board  
Richmond Workforce Board  
Workforce Investment San Francisco

#### 16.4 Overtime

An employee who is required and authorized in advance by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 18.7. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime.

Overtime shall be defined as all paid hours ~~worked~~ in excess of forty (40) hours worked in a workweek (see Exhibit B, Example A). Except in the event of an emergency, the maximum number of hours an employee may work in any one 24-hour period is 12 hours.

The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Exhibit B, Example B).

All paid time shall count as time worked when determining overtime (see Exhibit B, Example A).

b) Flex Scheduling

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations in accordance with the following procedures. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 or special work schedule in accordance with the provisions of MOU Article 20.1 is more appropriate to address on-going City needs.

1. The flex schedule must occur within the employee's regular 40 hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.
2. An employee should be informed about the need for a flex schedule with as much notice as is reasonably possible consistent with best practices.

3. No permanent change in work schedules are permitted under this provision.
4. No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.

This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.

During the term of this MOU, the City or the Association may meet and confer over the issue of overtime, flex time and exempt status designation.

### **16.5 Out-Of-Class Pay**

Employees who are temporarily assigned to work in a higher classification and work in such classification for six or more consecutive work days shall be compensated at five percent above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees ~~who are in the same division/department and~~ who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level. Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee's manager or his/her designee and has been processed by the Human Resources Department. Out-of-class assignment pay shall not be paid for ~~vacation~~ Paid Time Off, holidays, ~~disability~~ Paid Medical Leave and-or any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.

### **16.6 Bilingual/Translator Pay**

Employees are entitled to receive, in addition to their regular compensation, sixty dollars (\$60.00) per month (i.e., twenty-seven dollars and sixty-nine cents [\$27.69] per pay period) for Bilingual/Translator skills if they meet the following criteria:

- a) Certification by a provider contracted through the Department of Human Resource that the employee possesses the needed language skills at an acceptable skill level; and
- b) Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.

Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted.

Qualifying languages are: ~~Chinese~~Cantonese, Japanese, Mandarin, Sign Language, Spanish, Tagalog ~~(Filipino)~~, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

## **16.7 Hazardous Duty Pay**

~~Employees who regularly perform any of the duties listed below shall be paid two percent (2%) over their regular base pay for full pay periods in which such work is performed as a part of the employee's regular assignment:~~

Following are some example of duties considered as hazardous duty:

Use of high climbing rope for tree trimming work;

Use of mechanical, hydraulic or pneumatic boom equipment for high electrical or mechanical work;

Use of climbing equipment for high pole work;

Repair of knockdowns in which there is potential contact with high voltage electrical wires;

Operation of the Stinger Crane when there is potential contact with high voltage electrical wires;

Work in confined spaces as determined by the City, except as performed by employees in the water pollution control series.

Confined space is a space defined by the concurrent existence of the following conditions:

Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop; and

Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening; and

Dangerous Air contamination” and “oxygen deficiency” are used as defined in Title 8, Article 108, Section 5156 of the California Occupational Safety and Health Code.

As used in this Article, “high” means that the nature of the work requires the employee to operate at a height above the ground that presents a danger of injury from a fall.

~~Effective the first pay period following the ratification of the MOU, hazardous duty pay as described in section 16.7(a) will be eliminated. Hazardous duty pay will be revised as follows:~~

~~Employees in the classification of Utility Worker, Sr. Maintenance Worker, Public Works Crew Leader, Public Works Supervisor, Heavy Equipment Operator, Sr. Park Utility Worker, Sr. Water Distribution Worker, Water System Operator, Public Works Maintenance Worker I/II, Water Distribution Worker, Sr. Water Distribution Worker, Water Distribution Leader, Water Distribution Supervisor will receive a 1.5% hazardous duty differential if assigned to the Trees (801), Concrete (803), Sewer & Storm (404), or Water (403) divisions in the Public Works Department or a 0.5% hazardous duty differential if assigned to the Street Maintenance (402) division in the Public Works Department.~~

~~All other employees not receiving the revised hazardous duty differential as described above, but who received hazardous duty compensation during the fiscal year 06-07 or 07-08 will receive a one time payment of \$250.~~

~~Effective the first full pay period following ratification and approval by the City Council, employees in the following classifications shall receive a 1.5% hazardous duty differential over their regular base pay, regardless of the duties listed above:~~

<u>Job Code</u>	<u>Classification</u>
<u>5753</u>	<u>Cross Connection Control Specialist</u>
<u>5310/5315/5320</u>	<u>Facilities Technician I/II/III</u>
<u>5301</u>	<u>Facility Attendant II</u>
<u>7325</u>	<u>Groundsworker</u>
<u>5100</u>	<u>Heavy Equipment Operator</u>
<u>5860/5850</u>	<u>Maintenance Worker I/II</u>
<u>5350</u>	<u>Parks Leader</u>
<u>7675</u>	<u>Parks Worker III</u>

<u>Job Code</u>	<u>Classification</u>
<u>5510</u>	<u>Public Works Crew Leader</u>
<u>5640</u>	<u>Public Works Supervisor</u>
<u>5651</u>	<u>Senior Building Services Leader</u>
<u>5710</u>	<u>Senior Maintenance Worker</u>
<u>5600</u>	<u>Senior Park Utility Worker</u>
<u>5930</u>	<u>Senior Wastewater Collections Worker</u>
<u>5820</u>	<u>Senior Water Distribution Worker</u>
<u>5200</u>	<u>Street Lighting Technician</u>
<u>7800</u>	<u>Utility Worker</u>
<u>5830</u>	<u>Water Distribution Worker</u>
<u>5810</u>	<u>Water Distribution Crew Leader</u>
<u>5800</u>	<u>Water Distribution Supervisor</u>
<u>4100</u>	<u>Water System Operator</u>
<u>5920</u>	<u>Wastewater Collections Crew Leader</u>
<u>5910</u>	<u>Wastewater Collections Supervisor</u>

## 16.8 Certification Pay

Effective the first full pay period following ratification and approval by the City Council, the City shall pay for training, acquisition, and maintenance of the certifications listed as follows. Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows for all paid hours, including all overtime, as well as leave payouts:

<u>Job Code</u>	<u>Classification</u>	<u>Certification</u>
<u>7900</u>	Water Pollution Control Operator in Training	Grade 1 <u>or higher</u> Operator's Certificate/California State Water Resources Board
<u>5751</u>	Sr. Water Pollution Control Operator	Grade 4 <u>or higher</u> Operator's Certificate/California State Water Resources Board
<u>5752</u>	<u>Principal Water Pollution Control Operator</u>	<u>Grade 4 or higher Operator's Certificate/California State Water Resources Board</u>



<b><u>Job Code</u></b>	<b>Classification</b>	<b>Certification</b>
<u>5830</u>	Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
<u>5820</u>	Sr. Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
<u>5753</u>	<u>Cross Connection Control Specialist</u>	<u>Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association</u>  <u>Or</u>  <u>Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services</u>
<u>5810</u>	Water Distribution Crew Leader	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services

<b><u>Job Code</u></b>	<b><u>Classification</u></b>	<b><u>Certification</u></b>
<u>5800</u>	Water Distribution Supervisor	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association  Or  Grade 4 or higher Water Distribution Operation Certificate from State of California Department of Health Services
<u>4100</u>	<u>Water System Operator</u>	<u>T2 or higher Water Treatment Operator Certificate issued by the California State Department of Public Health</u>  <u>Or</u>  <u>D3 or Higher Distribution Operator Certificate issued by the California State Department of Public Health</u>  <u>Or</u>  <u>Backflow Tester Certification approved by the American Water Works Association</u>  <u>Or</u>  <u>Cross-Connection Specialist Certification approved by the American Water Works Association</u>
<u>5730</u>	<u>Principal Design and Construction Operator</u>	<u>Grade 4 or higher Operator's Certificate/California State Water Resources Board</u>

~~The City shall adjust the pay of the employee starting the first full pay period (retroactively if necessary) following receipt by the City's Human Resources Department of the employee's proof of passing the Certification Examination.~~  
The first full pay period following receipt by the Department of Human Resources of a copy of the employee's certification (passing of exam and completing all other requirements, e.g. experience, time in class, etc.), the City shall begin payment of the certification pay.

In order for an employee to continue to receive certification pay, the certification must be current and valid. Prior to expiration of the current certification on file, a renewed or current/valid certification must be received by the Department of Human Resources in order to continue the certification pay. Should an employee fail to renew his/her certification by the expiration date, the certification pay shall cease beginning the first full pay period following the expiration of the existing certification.

## **16.9 Standby Duty and Compensation**

Standby duty is defined as that circumstance which requires the employee so assigned to:

Be ready to respond in a reasonable time to calls for her/his service;

Be readily available at all hours by telephone, or other communication devices, and

Refrain from activities which might impair her/his assigned duties upon call.

Standby duty shall be assigned by a management supervisor or his/her designee in writing; and

Shall be compensated at the rate of 0.7 hours at the overtime rate for each eight (8) hours of standby duty worked; plus

Two (2) hours compensation at the overtime rate on completion of fourteen (14) consecutive eight (8) hour periods of standby duty.

On holidays, standby shall be compensated at the rate of 1.5 hour at the overtime rate for each eight (8) hours of standby duty worked.

Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.

Notwithstanding the foregoing, for employees in the Water/Sewer Unit of the Field Services Division, the following provision for Standby shall apply:

Shall be compensated at the rate of 0.7 hours at the overtime rate for each shift of approximately eight (8) hours of Standby duty worked (not to exceed three (3) shifts per day), plus

For standby on a weekend (Saturday and/or Sunday defined as the end of the employee's regular shift Friday and the beginning of the employee's regular shift on Monday), bonus standby pay is paid on completion of three (3) consecutive shifts of Standby Duty, at the rate of one (1) hour of

compensation at the overtime rate. An employee on Standby for Saturday would receive one (1) hour at the overtime rate for Saturday; an employee on Standby for Sunday would receive one (1) hour at the overtime rate for Sunday; an employee who was on Standby for both Saturday and Sunday would receive one (1) hour for each day; for a maximum of two (2) hours for a weekend of standby duty.

On City observed holidays, Standby shall be compensated at the rate of one and a half (1.5) hours at the overtime rate for each shift of Standby duty (not to exceed three (3) shifts, per day).

#### **16.10 Call-Out Duty and Compensation**

An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, shall be compensated beginning at the time employee receives the call, and ending at the time the actual city work is complete (travel time home is not payable under this policy), and the employee actually returns to work (defined as physically returning to work), shall be compensated for actual work performed or by a minimum payment of 1.4 hours at the overtime rate. However, time allowed for travel from the time of the call to the work site shall not exceed any time limit established by a department or division for response time and standby eligibility provided that such time limit shall not be less than 30 minutes. For example, ESD water distribution currently requires that an employee on standby be able to respond to calls on location within 30 minutes; travel time for such an employee would be the lesser of actual travel time or 30 minutes.

If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.

When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.

Employees who do not return to work but who are contacted by telephone, pager, or computer shall not be paid a call out minimum, but shall be paid for actual time worked at the overtime rate.

Call-Out hours shall be recorded on the employee's timecard by using the "Call-Out" pay code.

#### **16.11 Call Back Pay**

An employee who is not on standby duty pursuant to Article 16.9, and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call

back pay beginning at the time the employee begins responding to the call, which is generally the time of the call, and ending at the time the actual city work is completed (travel time home is not payable under this policy). ~~for actual work performed~~ or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,

The return is necessitated by unanticipated work requirements, and

The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a “call back minimum” and who leaves work, shall not receive another “call back minimum” if they are again called back to work within two (2) hours of the previous call back.

An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.

Call-Back hours shall be recorded on the employee’s timecard by using the “Call-Back” pay code.

## **16.12 Court Pay**

When scheduled and required by the City to appear in court on his/her regularly scheduled day off, an employee shall modify his/her work schedule so that the City-related court duties occur during the employee’s work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the following conditions are met:

The court appearance occurs either during the employee’s scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

For the purpose of this Article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight.

### **16.13 Emergency Overtime for Employees/Rest Period**

If an employee is required to respond to an emergency call that requires him/her to work more than twelve hours within a twenty-four-hour period, ~~and any portion of those twelve hours is after midnight,~~ the employee shall be entitled to an eight hours rest period prior to returning to work. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

This section shall not apply to a declared disaster or period of emergency as determined by the City Manager.

### **16.14 Class A and B Driver's License Compensation**

Employees who are required to possess and maintain a Class A or B California Driver's License shall receive an additional \$75 per month (\$34.62 per pay period). Such payment shall not be made for any period of time when the employee's license is suspended or revoked, or the employee is determined to be unable to operate a commercial vehicle due to a lapsed DMV commercial driver medical clearance or as a result of removal from safety-sensitive functions by a medical review officer, due to a positive DOT-mandated drug or alcohol test.

### **16.15 License Reimbursement**

Employees who are required by the City to maintain a Class A or B California Driver's License and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

### **16.16 Shift Differentials**

Effective the first full pay period following ratification and approval by the City Council, employees regularly assigned to swing, graveyard, or rotate shift (i.e. relief on day, swing or graveyard shifts [R1] or relief on swing and graveyard shifts [R2]) shall be compensated with a 5% differential. Shift differentials will continue when employee is on paid leave.

### **16.17 Trainer Compensation**

An employee in the classification of Community Service Officer (CSO) who is selected and designated by the Department of Public Safety Management as a CSO Training Officer shall be compensated at five percent (5%) above the employee's normal base pay. A maximum of two (2) CSOs shall be selected and designated as CSO Training Officers at any one time, and receive the trainer compensation. Trainer

compensation shall be paid for all working hours including overtime, and leave time taken.

The selection, designation, and un-designation of CSO Training Officer shall be based upon operational need by the Department of Public Safety Management.

## **Article 17 INSURANCE PLANS**

The City shall continue to provide group Medical, Dental, Vision, ~~and optional~~ Life/AD&D, long term disability insurance plans, and the Employee Assistance Program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the Association the opportunity to meet and agree concerning such changes.

The City shall contribute ~~(453.07). per pay period (\$981.65/month)~~ the medical and cafeteria plan contributions as provided in Section 17.1 toward Medical, Dental, Vision, ~~the Employee Assistance Program, and optional supplemental~~ Life/AD&D insurance. ~~This amount shall be allocated \$516.99 for the medical plan contribution and \$464.66 for the cafeteria plan contribution.~~ The medical plan contribution shall be applied to medical premium only. The cafeteria plan contribution shall be applied first to any remaining unpaid medical premium, then toward the premiums for dental, vision, and supplemental life/AD&D insurance.

### **17.1 Medical Insurance**

~~Effective January 2009, the~~ The City's contribution to the medical ~~/ and~~ cafeteria plans s will be ~~revised~~ as follows:

- a) Calculate 80% of the average of the family monthly premium for the Bay Area ~~/Sacramento~~ CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plan. ~~The calculation for 2009 will be as follows:~~

#### 2017 Calculation

Kaiser	<del>\$1,321.58</del> <u>\$1,906.81</u> per month
Blue Shield	<del>\$1,457.48</del> <u>\$2,664.61</u> per month
Average	<del>\$1,389.53</del> <u>\$2,285.71</u> per month
80% <u>of average</u>	<del>\$1,111.62</del> <u>\$1,828.57</u> per month

- b) The contribution as described in section ~~17.1(a) (above)~~ will be allocated 49% medical contribution and 51% cafeteria plan.

#### 2009-2017 Calculation

49% Medical -	\$ <del>544.69</del> 896.00
51% Cafeteria -	\$ <del>566.93</del> 932.57
Total contribution	<u>\$1,111.62</u> 1,828.57

- c) ~~Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section 17.1(a) and 17.1(b). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5% increase in the medical contributions shall be allocated to the cafeteria plan contribution.~~

#### 2017 Calculation

<u>Medical -</u>	<u>\$ 795.87</u>
<u>Cafeteria -</u>	<u>\$1,032.70</u>
<u>Total contribution</u>	<u>\$1,828.57</u>

- ~~e) Employees who elect Employee Only Medical coverage or no medical coverage will be entitled to a cafeteria plan contribution equal to 331/3% of the cafeteria amount listed in section 17.1(b).~~

~~2009 Contribution for these employees  
\$566.93 x 331/3% = \$ 187.09~~

- d) Those employees who, as of the ratification of ~~this-2008-2012~~ agreement, ~~are~~ were enrolled in the Employee Only PERSCare medical plan ~~will-would~~ receive a \$500 annual City contribution to a Section 125 medical reimbursement account provided they switch to an alternative medical plan during the open enrollment period ending October 10, 2008.

~~Effective the plan year following ratification and approval by the City Council, the arrangement in the above paragraph will cease. A Section 125 medical reimbursement plan will be offered to all employees on a voluntary basis.~~

- e) Cafeteria Plan contributions may be used by employees to purchase both taxable and non-taxable benefits including medical premiums, dental premiums, family vision premiums, and supplemental life premiums. There shall be no cash payments for any unused Cafeteria Plan contributions.

- ~~f) Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section a (above). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5%~~



~~increase in the medical contributions shall be allocated to the cafeteria plan contribution.~~

~~—The percentage amount (33 1/3%) as described in Section 17.1(c) shall be adjusted, if necessary, to provide 100% coverage for the highest HMO medical plan, dental coverage and supplemental life insurance.~~

gf) Medical, dental, and vision premium contributions are paid for on a pre-tax basis; however, The the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a prepost-tax basis, as provided into the extent permitted by the Internal Revenue Code.

## 17.2 Cash In-Lieu of Medical Coverage

Effective the first full pay period following ratification and approval by the City Council, cash in-lieu of medical coverage is no longer offered.

~~The City will continue to provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.~~

~~To be eligible for this plan, an employee must either:~~

~~Change from full family to employee plus one or employee only  
(available only when the employee continues to be eligible for full family coverage);~~

~~Change from employee plus one to employee only  
(available only when the employee continues to be eligible for employee plus one coverage);~~

~~Change from any level coverage to no coverage; or~~

~~A new employee may choose no coverage.~~

~~Payment shall be made on the following schedule:~~

<u>CURRENT</u>	<u>NEW</u>	<u>PER PAY PERIOD</u>	<u>MONTHLY</u>
E + 2	None	\$98.50	\$213.42
E + 2	E	\$60.50	\$131.08
E + 2	E + 1	\$22.50	\$ 48.75
E + 1	None	\$76.00	\$164.67
E + 1	E	\$38.00	\$ 82.33
E	None	\$38.00	\$ 82.33
NEW	None	\$38.00	\$ 82.33

~~The cash in lieu payment shall not, when combined with the City's contribution for medical insurance and the cafeteria benefits plan, exceed the combined City contribution for medical insurance and the cafeteria benefits plan.~~

~~If the employee is currently a dependent of a City employee and covered by a PERS Health Plan, the employee is not eligible for reimbursement.~~

~~Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that she or he understands that he or she will no longer receive coverage through a City sponsored PERS provided medical plan.~~

~~If an employee decides to increase his or her level of coverage by either reentering a City sponsored PERS provided medical plan or including a dependent in his or her current coverage, he or she may enroll in accordance with PERS procedures.~~

~~Procedures for exercising this option and for reentering the City sponsored PERS provided medical plans shall be established by the City.~~

### **17.3 Dental Insurance**

Dental insurance at the current benefit level will continue to be provided. The City contribution for dental insurance shall be as provided in Section 17.1.

If spouses or registered domestic partners are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

Effective the later of January 1, 2016 or the first of the third full calendar month following ratification and approval by the City Council, dental insurance is available for enrollment the month following an employee's date of hire.

### **17.4 Vision Insurance**

Vision insurance at the current benefit level will continue to be provided; such coverage includes a deductible that the employee must pay at the time of service. The City will contribute the full cost of the premium for employee and up to one dependent. City family coverage contribution is provided in Section 17.1(b).

### **17.5 Employee Assistance Program**

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

#### **~~17.6 Improved Coverage Dental/Vision~~**

~~During the calendar year 2009, the City will obtain quotes for dental coverage that provides a higher maximum annual reimbursement for dental and quotes for vision coverage that provides improved vision frames/lenses reimbursement. The City will work with the Association on plans to provide such improved coverage at no additional cost to the City.~~

#### **~~17.76 Registered Domestic Partners~~**

SEA and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

#### **~~17.87 Life/AD&D and Long Term Disability Insurance~~**

The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's ~~base~~ annual base salary, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase additional-supplemental Life/AD&D insurance in an amount equal to ~~the coverage provided by the City~~ the employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase additional-supplemental Life/AD&D insurance at the time of hire, may purchase additional-supplemental Life/AD&D insurance ~~in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$175,000~~ during open enrollment in an amount as provided in the above paragraph, subject to approval by the carrier.

The City shall also provide Long Term Disability insurance that provides ~~2/367%~~ of the employee's ~~base~~ annual base salary to a maximum of ~~\$7,500~~ 11,000 per month of paid benefits, subject to the terms of the contract with the carrier.

#### **~~17.9 Retirement~~**

##### ~~Tier 1 Current Personnel~~

~~The City has contracted with PERS to provide for miscellaneous employees, including employees in this Unit, the retirement formula commonly called, "Local Miscellaneous 2.7% at age 55".~~

~~The City has also contracted with PERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.~~

~~The City agrees to contribute to PERS on behalf of current employees as follows:~~

~~Through December 31, 2012, the City shall contribute seven percent (7%) of salary for the employee's share of PERS. Employees shall pay 1% of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~Effective the first full pay period in January 2013, the City shall contribute six percent (6%) of salary for the employee's share of PERS. Employees shall pay two percent (2%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~Effective the first full pay period in July 2013, the City shall contribute five percent (5%) of salary for the employee's share of PERS. Employees shall pay three percent (3%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~Effective the first full pay period in July 2014, the City shall contribute four percent (4%) of salary for the employee's share of PERS. Employees shall pay four percent (4%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue rulings, either by other rulings or regulations.~~

~~The City shall continue to report the value of the employer paid member contribution (EPMC) as additional compensation for each employee.~~

#### ~~Tier 2 - Personnel Hired Beginning the Last Full Pay Period of December, 2012~~

~~Employees hired beginning in the last full pay period in December, 2012 shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. These employees shall pay the same share of percentage of salary on a pre-tax basis to pay for their pension as the Tier 1 employees.~~

#### ~~Tier 3 - New PERS Members Hired Beginning January 1, 2013~~

~~Beginning January 1, 2013, the City shall provide pension benefits for new employees who are also new PERS members in a manner consistent with State law and will otherwise comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.). These employees will pay fifty percent (50%) of normal cost to pay for their pension.~~

#### **~~17.10 Reporting of Special Compensation - Uniforms~~**

~~Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.~~

~~A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for all affected employees. The amount shall be posted on the City's intranet site along with other employee benefits.~~

#### **17.118 Dependent Care**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

#### **17.9 Health Care Reimbursement Account**

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

#### **17.10 Short Term Disability Insurance**

The parties contemplate that SEA will explore alternative short term disability plans, including the California SDI program. Nothing herein shall preclude the parties from implementing by agreement a short term disability plan. If SEA selects the State SDI program, it will be adopted with an integration feature. In the event there is no agreement between SEA and the City regarding the implementation of a plan other than SDI, and the City is preparing to implement a short term disability insurance program with its management group, the City will provide notice and relevant information to SEA prior to implementing such short term disability program with respect to SEA. The City will provide an opportunity for input, but formal bargaining (per GC § 3505) will not be required.

### **17.11 Affordable Care Act**

At such time as regulations are issued implementing the Affordable Care Act (ACA), the City and the Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the health benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will meet and confer how such mandated changes will be implemented. In the event of meet and confer, the City will not unilaterally impose changes that would cause a reduction in City contributions towards benefits.

## **Article 18 LEAVES**

The following employee benefits, as they are set forth in the City's Salary Resolution, are included by reference in this Agreement:

Leave Benefits  
Leave Authorization  
Leave Benefits; To Whom Applicable  
Leave Payment  
Leave Substitution  
Special Schedule - Holiday Leave

### **~~18.1 Vacation~~**

#### ~~a) Annual Accrual~~

~~Employees shall accrue vacation leave based upon the following schedule:~~

~~3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service.~~

~~5.0 hours per pay period for employees with 131-260 pay periods of continuous service.~~

~~6.5 hours per pay period for employees with 261-520 periods of continuous service.~~

~~7.0 hours per pay period for employees with 521-650 periods of continuous service.~~

~~8.0 hours per pay period for employees with 651 or more pay periods of continuous service.~~

~~b) Maximum Accrual~~

~~As soon as administratively possible, the maximum accrual of vacation shall be 500 hours. There shall be no accrual over 500 hours.~~

~~c) Use of Vacation Leave~~

~~Use of vacation leave shall be subject to approval by the employee's supervisor.~~

~~d) Minimum Usage~~

~~No minimum usage per year is required. However, if employees reach the maximum accrual, they will cease to accrue further vacation until such time as their accrual falls below the maximum accrual allowed. Employees are strongly encouraged to plan and take a substantial portion of their accrued vacation time.~~

~~e) Vacation Extension~~

~~City will allow up to one week of leave without pay per calendar year for the purpose of extending vacation, if approved in advance by proper authority and if all the employee's leave accruals have been exhausted. Such leave shall be taken on days immediately succeeding the date on which the employee has exhausted his/her last day of accrued vacation leave.~~

~~There will be no vacation leave accrued for the pay period in which such leave without pay is taken.~~

~~f) Effect of Leave Without Pay (LWOP) on Vacation Accrual~~

~~When an employee is on LWOP, vacation accrual is prorated based on paid hours in the pay period.~~

**18.1 Paid Time Off**

~~a) Definition~~

~~Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, floating holiday and holiday.~~

~~b) Accrual~~

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

c) Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

<u>Pay Periods of Service</u>	<u>Years</u>	<u>Hours/Pay Period</u>	<u>Accrual Rate Hours/Year</u>
<u>1-25.99</u>	<u>0 to 1</u>	<u>5.5</u>	<u>143</u>
<u>26-129.99</u>	<u>1+ to 5</u>	<u>6.5</u>	<u>169</u>
<u>130-259.99</u>	<u>5+ to 10</u>	<u>8.0</u>	<u>208</u>
<u>260-441.99</u>	<u>10+ to 17</u>	<u>9.5</u>	<u>247</u>
<u>442-649.99</u>	<u>17+ to 25</u>	<u>10.5</u>	<u>273</u>
<u>650 or more</u>	<u>25 or more</u>	<u>11.0</u>	<u>286</u>

Accruals carry over from one payroll calendar year to the next.

d) PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hours cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article.

e) Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40-hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

1. Scheduled PTO



All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.

## 2. Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

## 3. Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days.

### f) PTO Cash-Out

Each employee in a classification represented by SEA shall be required to submit an irrevocable election form in the preceding calendar year specifying the number of hours of Paid Time Off that he/she will irrevocably elect to cash out in the following calendar year.

The parties agree to meet and discuss an IRS qualifying exception for cases of extreme hardship.

One time each year, each employee may cash-out accrued PTO on the last pay day in October.

An employee may cash-out up to 100 hours of PTO each year, so long as the employee maintains a balance of at least 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

g) PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager approval, may use accrued available PTO to extend the date of separation or retirement.

h) PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs, consistent with the City-Wide Employee Emergency Relief Fund Program set forth in Article 19.3.

## **18.2 Holiday Leave**

Holidays for employees include:

New Year's Eve  
New Year's Day  
Martin Luther King Jr. Day  
~~Presidential Presidents'~~ Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Holiday leave is taken in full day (8-hour) increments. A maximum of 8 hours of holiday leave may shall be recorded for any single work day (see Exhibit B, Example C).

a) Library Employees

For holidays observed by the City, Library employees shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees.

b) Holidays and Alternate Work Schedule

Holiday leave is for eight hours per holiday. When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option will be required to use ~~vacation time or compensatory time-off~~accrued/banked paid leave to make up for the additional time-off on the holiday. (See Exhibit B, Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. Any remaining floating holiday balance will be automatically cashed out at the end of each payroll calendar year. (See Exhibit B, Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (see Exhibit B, Example D).

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (See Exhibit B, Example E)

c) Floating Holidays

Employees shall be credited with thirty (30) hours of floating holiday leave on the first day of the first pay period in the payroll calendar year.

Newly hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire.

Use of floating holiday leave shall be subject to approval in advance by the employee's supervisor.

Employees separating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation.

Any employee who has used less than his/her pro-rated allotment for the portion of the calendar year worked, shall have the balance paid to him/her on his/her final paycheck.

Any employee who has used more than his/her pro-rated allotment for the portion of the calendar year worked, shall have the overage offset against any available accrued leave, on his/her final paycheck. The employee may also authorize the deduction from his/her final compensation. If the employee's final paycheck is insufficient to repay the overage, the employee shall reimburse the City immediately.

Unused floating holiday leave at the end of the payroll calendar year ~~may be paid out in cash or rolled over into vacation leave subject to maximum accrual limits specified in this Agreement. Hours rolled over into vacation leave shall not exceed 30 hours per calendar year~~ will be mandatorily cashed out.

### 18.3 Bereavement Leave

Effective the first full pay period following ratification and approval by the City Council, An-an employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below.

To qualify for bereavement leave, the death must occur to an employee's spouse or registered domestic partner, father, mother, ~~step-father, step-mother,~~ son, daughter, brother, sister, grandparent, or grandchild; or to the father, mother, ~~step-father, step-mother,~~ son, daughter, brother, or sister, grandparent or grandchild of an employee's spouse or registered domestic partner.

A death certificate is sufficient to demonstrate qualification for bereavement leave for any relationship.

Except as provided herein, all bereavement leave must be used within twelve (12) calendar months of the date of the eligible incident, and in increments of one (1) day.

The department director may approve requests for leave usage in less than full day increments; provided that the decision on such usage is not grievable.

The City reserves the right to require proof of death from the employee.

### 18.4 Jury Leave

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

## **18.5 Military Leave**

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

## **18.6 ~~Disability Paid Medical Leave (PML)~~**

~~Employees qualify for disability leave after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees~~ Employees may be authorized up to forty (40) hours of non-accrued interim ~~disability leave~~ PML (for illness or injury) from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim ~~disability leave~~ PML shall terminate, including any unused amount. The total allowable ~~paid disability leave~~ interim PML for employees for work-related and non-work related ~~disability-illness/injury~~ combined is forty (40) hours during the first year of employment.

Employees qualify for PML after completion of twenty-six (26) consecutive pay periods from the date of original appointment. Effective the first full pay period following ratification and approval by the City Council, employees shall be required to use accrued/banked paid leave for the first 120 hours of any absence for the illness or injury. Following the employee's use of accrued/banked paid leave for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee up to 90 calendar days of paid leave for the same illness or injury. After 90 calendar days, the employee shall be eligible to apply for Long Term Disability coverage provided pursuant to the City's insurance policy.

## **18.7 Compensatory Time Off**

An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.4.

Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

At any given time, an employee may not have a current CTO accrual balance of more than eighty one hundred (80100) hours ~~of CTO~~.

Compensatory time off accruals of greater than forty-sixty (4060) hours shall be automatically cashed-out ~~during the last full pay period of~~ at the end of each payroll

calendar year. ~~At the employee's option, any amount up to all accrued time may be cashed out.~~ At any time, an employee may at his or her election, cash out any compensatory time hours that he/she has in his/her compensatory time leave bank over 60 hours.

### **~~18.8~~ Personal Business Leave**

~~Effective the first pay period in the payroll calendar year 2009, employees shall be entitled, on an annual basis, to ten (10) hours Personal Business Leave. The intent of said leave is for medical appointments or personal business. Personal Business Leave is not intended to extend vacation usage. Accrual of said leave for new hires and use of leave upon termination shall be in a manner similar to floating holiday accruals. There shall be no payment of any unused hours. Use of Personal Business Leave shall be subject to prior supervisory approval.~~

### **18.8 Accrued/Bank Leave usage**

All accrued/banked leave (including, for example, but not limited: Paid Time Off, Compensatory Time Off, Floating Holiday) may be used by an employee for scheduled and unscheduled time off, consistent with the department and administrative policies for approval process.

## **Article 19 ADDITIONAL BENEFITS**

### **19.1 Workers' Compensation Benefits**

~~Workers' Compensation Benefits will be provided as required by law, and in accordance with the provisions of the City's Salary Resolution.~~

#### a) Salary Continuation

Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive two-thirds of their salary (untaxed income in accordance with state and federal law) as workers' compensation benefits and one-third of their salary (taxed income) through the City's salary continuation program. During this salary continuation period, employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

#### b) Waiting Period

There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.

c) Leave Supplement Option

From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation benefits paid by the City's third party administrator. Salary continuation will cease, but employees shall have the option to use accrued/banked paid leave in order to receive their full salary. Employees shall not be required to use accrued/banked paid leave during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability (LTD) status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.

d) Medical Appointment

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the employee will be required to use accrued/banked paid leave for any further medical appointments.

e) Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month's premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance.

f) Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use accrued/banked paid leave to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the employee would be on LTD.

g) CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee opts to use accrued/banked paid leave. If the employee uses accrued/banked paid leave, service credit will only accrue for the



actual accrued/banked paid leave hours used. However, CalPERS gives credit for a full year as long as the employee is in full paid status for 10 months of the fiscal year.

## **19.2 Tuition Reimbursement**

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy, except that the maximum amount allowable for books shall be \$100 per quarter or semester for courses directly related to the employee's present position or promotional position, and \$50 per quarter or semester for courses required for a related degree.

No reduction of City services will result due to the tuition reimbursement program.

## **19.3 City-Wide Employee Emergency Leave Relief Fund**

The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.

To benefit from this Fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.

As with any leave of absence, the absence must be pre-approved by the employee's management supervisor or his/her designee.

To receive relief hours from the Fund, the employee, a member of the family or a friend, must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.

Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee. Any changes to the policy are subject to the meet and confer process.

## **19.4 Jackets-Water Pollution Control**

It is agreed that the City will provide an insulated wind breaker-type jacket with a zipper front for employees in the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

## **19.5 Safety Footwear**



Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications/positions, and shall post the list on the City's intranet site. If an employee's manager determines that an employee who is not on the list should have safety footwear, the manager shall provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list.

The maximum allowance shall be two hundred and twenty-five dollars (\$225.00), and may be used for more than one pair of safety footwear. Effective the first full pay period in July following ratification and approval by the City Council, the amount shall be two hundred and seventy-five dollars (\$275.00). The amount shall be posted on the City's intranet site along with other employee benefits.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year. The safety footwear amount shall be reported as "special compensation" as required by PERS procedures for all affected employees. The amount shall be posted on the City's intranet site along with other employee benefits.

## 19.6 Tool Allowance

~~The 2% tool allowance which is included in the base pay for~~Effective the first full pay period in July following ratification and approval by the City Council, the Lead Equipment Mechanic, Equipment Mechanic, ~~and~~ Equipment Mechanic-In-Training and Fleet Services Coordinator classifications shall receive a tool allowance of \$450 per fiscal year. Such allowance represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation. ~~It is understood that when the salary survey is performed in 2012, the City will obtain tool allowance data for Equipment Mechanics from comparison survey agencies. This tool allowance data will be added to the base salary when calculating salary for other jurisdictions.~~

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in the classifications listed above, or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and

should the utilization of leave time cross July 1, the employee shall not receive any tool allowance for the new fiscal year.

Tool allowance will be reported as special compensation subject to CalPERS' determination.

This provision does not apply to Water Pollution Control Plant ~~Maintenance~~ Mechanics.

The City shall provide a minimum set of tools for each of the employees in the classifications of Plant ~~Maintenance~~—Mechanic and Senior Plant ~~Maintenance~~ Mechanic employed at the Water Pollution Control Plant, as specified in Exhibit E.

### **19.7 Testing for City Vacancies**

Any employee represented by SEA, who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to his/her supervisor as possible. Employees who wish to participate in more than two testing processes shall be allowed to do so but shall be required to use accrued leave or take time off without pay to participate in the process.

### **19.8 Direct Deposit**

An employee may directly deposit all or a portion of his or her net pay to a bank of his or her choice via direct electronic paycheck deposit.

Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City cannot control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.

The specific procedures for direct deposit shall be as set forth in the City's Administrative Policy.

### **19.9 Commuter Transportation Benefit**

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

~~Internal Revenue Code §132(f) allows employers to offer employees the opportunity to set aside a portion of their salary, under a salary reduction arrangement, to pay for their personal expenses for commuting to and from work. Employees will not be taxed on amounts set aside and used for qualified expenses. This benefit will be cost neutral to the City.~~

~~Association employees who qualify may participate in this program by completing a written compensation reduction election form choosing a fixed amount of compensation to be withheld pre-tax and received at a future date. IRC §132(f) requires that the compensation reduction election or "salary reduction agreement" be made in writing and include the date of the election, the amount of the compensation to be reduced, and the period for which the benefit will be provided. The employee election amount may not exceed the monthly maximum for the benefit category and the election must be made before the employee is able to currently receive the compensation. The monthly maximum may be updated/revised from time to time by the Internal Revenue Service.~~

~~Commute Incentive. Employees may voluntarily elect one of the following commute incentives:~~

~~**Public Transit.** The City will provide monthly Commuter Checks worth the value stated below to be used toward the purchase of a monthly transit pass:~~

- ~~\$40 for employees traveling three or more zones on Caltrain;~~
- ~~\$40 for employees using the Dumbarton Express, BART, the ACE train, or a commuter highway vehicle;~~
- ~~\$35 for employees traveling less than three zones on Caltrain;~~
- ~~\$35 for employees using VTA and other buses.~~

~~**Carpool.** The City will provide carpool vouchers worth the value of \$30 per month to each eligible employee in a carpool with two or more people. These vouchers may be used at designated service stations toward the purchase of fuel and other vehicle-related expenses.~~

~~**Vanpool Program.** The City will provide Commuter Checks worth the value up to \$60 to each employee voluntarily participating in the Vanpool Program. These vouchers may be used toward payment of the monthly cost. Employees must fulfill the basic requirements of the Employee Commute Alternatives Program to qualify.~~

~~**Bicycle.** The City will provide bicycle vouchers worth the value of \$20 per month to eligible employees who ride a bicycle to work. These vouchers may be used at designated bicycle shops for related bicycle equipment and expenses.~~

~~**Walk.** The City will provide walker vouchers worth the value of \$20 per month to eligible employees who walk to work. These vouchers may be used at designated stores for expenses related to walking such as footwear and related accessories.~~

## **19.10 Reimbursement Procedures**

If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.

## **19.11 Reporting of Special Compensation - Uniforms**

Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for employees in tier 1 and tier 2 as defined in Article 15 Retirement. The amount shall be posted on the City's intranet site along with other employee benefits.

The City will utilize the April to April CPI-U for the San Francisco Bay Area (San Francisco-Oakland-San Jose), and multiply that number times the current amount reported as special compensation for uniforms in order to establish the amount for the next fiscal year. The new amount will be reported to CalPERS beginning the pay period that includes July 1 in accordance with CalPERS requirements.

## **Article 20 WORKING CONDITIONS**

### **20.1 Work Schedules**

Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in

City-wide rules and regulations, unless the process or procedure was subject to SEA comment before adoption.

An employee(s) may request an alternative work schedule(s) based on the guidelines found in the City's Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director, or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

## **20.2 Promotional Exams**

The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City's applicable Civil Service Rules. In this regard, the following provisions will apply:

For a City-wide promotional, the department may interview as many or as few candidates on the eligible list as it desires.

For a City-wide transfer, the department may interview as many or as few candidates on the eligible list as it desires.

For an open and competitive recruitment, the department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a City-wide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many

candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA employees who are within the top five candidates on the eligible list.

The parties affirm and accept the City Charter merit system principle.

### 20.3 Reclassification

An employee may submit a request for a reclassification of his or her job to the Department of Human Resources and to his or her supervisor ~~only during~~ between February 1<sup>st</sup> and March 15<sup>th</sup> -of each year.

Such request shall be processed through the employee's department and submitted to the Department of Human Resources.

Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.

All reclassification submissions and notifications must comply with the timetable indicated below:

<b>Reclassification Requests</b>	<b>Final Filing Date for Department to submit to Human Resources</b>	<b>Final Date for Written Notifications Declining Requests</b>	<b>Completion Date</b>
Request submitted <del>in-between</del> February <u>1<sup>st</sup> and March 15<sup>th</sup></u>	March 31st of same year	No later than June 30th of the same year	<del>18-9</del> months after submission date of request

Once the study is completed, if the City denies the reclassification of the employee's job, then the City shall give the employee the reasons for the denial in writing.

Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.

Change in status will not be implemented retroactively.

## **20.4 Reduction In Force**

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction in Force, consistent with the following concepts:

### **SENIORITY:**

Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.

### **BUMPING:**

Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.

Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.

Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the Association reasonable advance notice.

Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

## **20.5 Health and Safety**

City will send the Association a copy of the minutes of the City Safety Committee after each meeting.

City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.

An employee designated by the Association shall be a member of the City-wide Safety Committee, if the Association so designates.

## **20.6 Job Sharing**

If requested, the City and the Association shall meet and confer to discuss and implement a job sharing program. The Association understands such discussions



may have an impact on another City represented bargaining unit and those unit representatives may need to be consulted prior to any program implementation.

## **20.7 Job-Related Work**

Employees shall not be required to do job-related work during break periods. "Job-related work" includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.

## **20.8 Grievance Procedure**

### **a) Definitions**

**Grievance:** A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely effects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article F.9 - Disciplinary Appeal Procedure.

**Written Grievance:** A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City and which shall include the grievant's name, classification, department, immediate supervisor's name; representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied; a specific description of the alleged grievance with the circumstances supporting the grievant's allegation; and the specific remedy requested to resolve the grievance.

**Grievant:** A grievant is an employee, a group of employees or the Association. A grievant may file a grievance as defined above. Alleged misapplications which affected more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays.

### **b) Process**

**Unwritten Grievance.** The grievant shall orally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the grievance.

The supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.



## Written Grievance.

### Level 1

If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with his/her program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

### Level 2

If the grievant is not satisfied with the written response from his/her program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

### Level 3

If the grievant is not satisfied with the written response from his/her division-level manager, the grievant may, within seven (7) work days from the receipt of the response, appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

### Level 4

If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) work days from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which answer shall be final and binding, except as provided in Article 20.11 - Arbitration.

## c) General Provisions

The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.

If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.

If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

Formal levels may be waived by mutual written consent of the parties.

If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Association's position prior to settlement of the grievance.

By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

d) Grievance Representative

There shall be a reasonable number of Grievance Representatives in this Unit.

At the request of the grievant, the grievant may be represented by a Grievance Representative.

In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

Both the Grievance Representative and either the Association President or Vice-President will be allowed to represent at Level 2 or higher.

A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.

A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

The Association agrees that whenever a Grievance Representative is involved in grievance activities listed in this Section during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

The Association shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

## **20.9 Disciplinary Appeal Procedure**

If an employee is to be suspended, demoted, dismissed or have his/her salary reduced, he/she shall:

Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;

Receive copies of any known written materials, reports or other documents upon which the action is based;

Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;

Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and

The employee shall be given the manager's written decision within a reasonable period of time.

Employees holding a regular appointment who are suspended, demoted, reclassified, dismissed or have a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the following procedure:

A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.

Within twenty-one (21) calendar days after the proper filing of written request for a hearing, the Personnel Board shall commence a hearing following any review of the action and complaint deemed necessary.

The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other counsel; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.

The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.

The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal except as allowed by law.

In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.

Discipline shall only be taken for just cause.

## **20.10 Selection Appeal Procedure**

A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.

## **20.11 Arbitration**

If a grievance has been properly processed through Article 20.8 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Association, may appeal the grievance to Arbitration.

To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article 20.8 - Grievance Procedure.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.

Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. A reasonable number of City employee witnesses will be provided release time for necessary testimony.

The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply

existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement and applicable provisions of the law.

The decision of the arbitrator shall be final and binding.

The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

## **20.12 Appeal Procedure Waiver**

The Association agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

## **Article 21 ASSOCIATION PROVISIONS**

### **21.1 Bulletin Boards**

The Association shall have the use of designated bulletin board space to post material related to Association business.

The City shall determine the placement of bulletin boards and the portion of the board to be made available to the Association.

~~Any materials posted must be dated and initialed by the Association representative responsible for the posting.~~

~~At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.~~

The Association shall remove posted material after it has served its purpose, usually within 30 days.

The Association agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, shall be posted.

The Association agrees that this Article provides the right to post materials only on designated bulletin boards.

Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the Association in writing of the removal and the reasons therefore.

## **21.2 Use of City Facilities and Equipment**

The Association may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the Association makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and
- space is available.

The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Association may use the City's email system and interoffice mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Association and requires a response with less than a five-day turn-around time, the Association officers are authorized to communicate with members by e-mail or interoffice mail.

## **21.3 Conference Attendance**

Association representatives shall be allowed to use a total of 80 hours of unpaid leave per calendar year to attend training sessions, conferences and other association activities. The use of the 80 hours may be divided among no more than eight different Association representatives each year. The Association shall provide the City with a list of which Association representatives are eligible by January 15 of each year and shall notify the City immediately of any changes in the list.

To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.

Such time off shall not be considered time worked, but shall not be considered a break in service.

#### **21.4 Dues Deduction**

Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with applicable state law, bi-weekly by the City from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Association by the City within thirty (30) days after such deductions are made.

#### **21.5 Agency Shop**

- a) Except as provided otherwise in this Article, employees shall become and remain members of the Association or shall pay to the Association a service fee in-lieu thereof.
- b) Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees to the Unit shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

##### **c) Implementation**

- 1) All SEA-represented employees must either join the Association, pay a service fee to the Association or execute a written declaration claiming a religious exemption from this requirement.
- 2) Any SEA-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Association.
- 3) Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Association membership or service fee payment (see "religious exemption" below). ~~Employees shall have fifteen (15) work days following the initial date of employment to fully execute the authorization form and return said form~~



~~to the Department of Human Resources. If the employee fails to return the authorization forms, the City will initiate payroll deduction for service fees effective the next full pay period. The City will initiate payroll deduction for service fees immediately upon hire. The City will initiate payroll deduction for Association dues or charitable contribution in the first full pay period following the Department of Human Resources receipt of the employee's authorization form.~~

d) Religious Exemption

- 1) Any SEA-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted, upon presentation of verification of active membership in such religion, body or sect to, make a charitable contribution equal to the service fee in-lieu of Association Membership or service fee payment.
- 2) Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Association within ten (10) work days of receipt by the City. The Association shall have ten (10) work days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be placed in an Association holding account pending resolution of the challenge.

e) Payroll Deductions and Pay-Over

- 1) The effective date of dues, service fee deductions or charitable contributions shall be the next full pay period after receipt by the Human Resources Department of the authorization form.
- 2) Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.
- 3) The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Association dues and service fees.
- 4) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

5) In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

6) The City shall promptly pay to the designated payee all sums so deducted.

f) Reports

1) The City shall provide biannually a list of all SEA-represented employees making charitable deductions pursuant to a religious exemption as described herein.

2) The Association shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Association. Failure to file such a report within sixty (60) days of the close of the calendar year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

g) If, during the term of this MOU, the Association establishes a Political Action Committee Fund, as soon as administratively possible the City shall deduct contributions that are permitted by state and federal law from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

h) Hold Harmless

The Association shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop and Political Action Committee provisions herein. In no event shall the City be required to pay from its own funds Association dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

i) Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

j) Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

k) Term

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

## **21.6 New Employee Orientation**

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

## **21.7 Release Time ~~When Meeting With The City~~for Association Business**

~~If the President of the Association attends a mutually agreed upon meeting with the City, the President and up to three (3) designated Association Representatives, shall have reasonable release time to attend such meeting. Employees shall notify their management supervisor or his/her designee as soon as possible in advance of such meeting.~~

~~Travel time is included within the reasonable release time.~~

- ~~a) Association Representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters:
  - ~~i. Represent an employee of the Association on grievances, disciplinary, or matters within the scope of representation~~
  - ~~ii. Attend mutually agreed upon meetings with the City~~
  - ~~iii. Participate in labor negotiations of a successor Memorandum of Understanding~~~~
- ~~b) There shall be a reasonable number of association representatives in this Unit. The Association shall make its best effort to designate different association representatives to attend association business.~~
- ~~c) The Association shall provide a list of designated association representatives to the Director of Human Resources on an annual basis upon association election, and shall notify the Director of Human Resources when changes occur.~~
- ~~d) The number of association representatives who will be allowed reasonable release time shall not exceed the followings:
  - ~~i. 1 association representative for the purpose of representing employees, or grievance as provided in Article 20.8.~~
  - ~~ii. 3 association representatives for the purpose of attending mutually agreed upon meetings with the City.~~
  - ~~iii. 5 association representatives for the purpose of labor negotiations of a successor MOU.~~~~

- i.iv. Where circumstances warrant, the Director of Human Resources may approve the attendance of 1 additional person at meetings with the City and labor negotiations.
- e) Use of release time:
  - i. It is recognized that performance of the employee's job duties come first. The use of release time shall be reasonable, and shall not unduly interfere with work load and job requirements as determined by the City.
  - ii. Association representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate association representatives where advance notice cannot be given.
  - iii. Approval must be first obtained from the department director or designee, prior to association representatives leaving their assignment to attend the schedule meetings.
  - ii.iv. Should an employee desire to use personal time to conduct association business, the employee shall follow the City's Administrative Policy on leave request.
- f) Labor negotiation preparation:
  - iii.i. Members of the SEA negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.
- b)g) All release time during regular work hours shall be reported on time card by using a specific pay code provided by the Department of Finance.
- h) Travel time is included within the reasonable release time.

## **21.8 Association/Management Problem Solving Committee**

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems

The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. Association representatives shall receive reasonable release time to participate in these meetings.

To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

The following basic concepts shall be adhered to:

- Each party will appointment a mutually agreed upon number of participants.
- Agendas will be jointly set and minutes kept.
- Effort will be made to include key policy decision makers.
- Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
- A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

## **~~Article 22 — PAID TIME OFF~~**

~~SEA and the City agree to renew their negotiations for a paid time off benefit to replace paid vacation leave and paid sick leave during February, 2013. The Parties shall meet and confer to impasse on this issue as a stand-alone subject pursuant to State law and City policy governing mandatory bargaining subjects and impasse procedures. If the Parties reach agreement, they shall memorialize their agreement in a side letter, after approval by the SEA membership.~~

## **Article 22 PAYDAY**

Pursuant to the City's Compensation Policy, payday is normally on the Thursday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Association with one month notice.

## **Article 23 HRIS/FINANCIAL SYSTEM**

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

## **Article 24 TERM LIMITED EMPLOYMENT**

- a) Term Limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.
- b) Term Limited appointments are different from Grant Funded employment as described in Salary Resolution Article 7.170, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.
- c) Term Limited appointments must be approved by the City Manager.
- d) Term Limited appointments are “at-will” and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.
- e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours.
- f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their “at-will” status.
- g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City’s ability to terminate their employment for any reason with or without cause.

h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA bargaining unit. However, a regular SEA employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

Any disputes regarding this provision before or during the term of the successor MOU shall be subject to mediation/arbitration before Norman Brand. After expiration of the MOU, these provisions shall be subject to the normal grievance procedures in the MOU.

This document sets forth the full agreement of the parties; anything that is not included in this writing is not part of the agreement.

**City of Sunnyvale**

**Sunnyvale Employees' Association**

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Deanna J. Santana, City Manager

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John Simontacchi, SEA President

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Teri Silva, Director of Human Resources

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Sharon Rogers, SEA Vice President

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Pamela Dunn, SEA Secretary

---

Martin Schmidt, SEA Negotiations  
Team Member

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Date

---

Date



## Exhibit A – Classifications Represented by the Sunnyvale Employees’ Association

Job Code	Classification	Pay Range
1000	Accountant	101
6800	Accounting Technician	646
1100	Administrative Aide	104
<u>1102</u>	<u>Administrative Aide – Employment Development</u>	<u>104</u>
<u>1150</u>	<u>Administrative Aide – Grant Compliance Coordinator</u>	<u>104</u>
1250	Administrative Analyst	630
2170	Animal Control Officer	106
6750	Assistant Buyer	145
5015	Assistant Golf Professional	665
1251	Assistant Planner	126
1200	Associate Planner	107
1205	Automotive Shop Attendant	669
4001	Building Inspector I	702
4000	Building Inspector II	111
2501	Business Liaison	124
2000	Buyer	112
2500	Career Advisor	124
1400	Civil Engineer	116
<u>6805</u>	<u>Collections Specialist</u>	<u>646</u>
2351	Community Services Coordinator I	164
2300	Community Services Coordinator II	628
2150	Community Services Officer	106
<u>5753</u>	<u>Cross Connection Control Specialist</u>	<u>186</u>
6675	Customer Service Representative	648
2460	Deputy City Clerk	637
2650	Ed. Information Systems Analyst	108
<u>2160</u>	<u>Emergency Management Coordinator</u>	<u>106</u>
1160	Employment Training Program Coordinator	611
2480	EMS Coordinator	674
1500	Engineering Assistant I	117
1410	Engineering Assistant II	660
4900	Environmental Chemist I	196
1351	Environmental Chemist II	100
1350	Environmental Compliance Inspector	135
1840	Environmental Engineering Coordinator	168
5050	Equipment Mechanic	128
7100	Equipment Mechanic-in-Training	129
5310	Facilities Technician I	680
5315	Facilities Technician II	681
5320	Facilities Technician III	682

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
5300	Facility Attendant I	670
5301	Facility Attendant II	671
6830	Finance Analyst I	692
6840	Finance Analyst II	693
6875	Finance Technician	677
4460	Fire Prevention Specialist I	617
4461	Fire Prevention Specialist II	106
4480	Fire Protection Engineer	652
4475	Fire Protection Inspector	651
4490	Fleet Services Coordinator	700
5025	Golf Course Equipment Mechanic	645
5010	Golf Professional	664
2505	Graphic Artist	184
7300	Greenskeeper	134
7325	Groundsworker	626
4420	Hazardous Materials Coordinator	618
4450	Hazardous Materials Inspector	110
5100	Heavy Equipment Operator	130
<u>2430</u>	<u>Helpdesk Technician</u>	<u>708</u>
2925	Housing Programs Analyst	179
<u>2450-2950</u>	Housing Programs Technician	104
4400	Housing Rehabilitation Specialist	131
2450	I.T. Coordinator	123
4950	Laboratory/Field Technician	620
4960	Landfill Technician	672
5150	Lead Equipment Mechanic	136
1600	Librarian	139
2100	Library Assistant	140
5250	Mail Clerk	690
5860	Maintenance Worker I	699
5850	Maintenance Worker II	698
6150	Meter Reader	147
2349	Neighborhood Preservation Specialist	118
4825	Network Engineer	642
<u>2420</u>	<u>Network Technician</u>	<u>687</u>
<u>5870</u>	<u>Quality Assurance Officer</u>	<u>707</u>
6200	Office Assistant	149
6250	Office Clerk	150
5350	Parks Leader	153
7600	Parks Worker I	198
7650	Parks Worker II	600
7675	Parks Worker III	614
4080	Permit Center Coordinator	655

Job Code	Classification	Pay Range
2110	Permit Clerk I	180
2112	Permit Clerk II	172
2115	Permit Technician	639
<u>2440</u>	<u>Personal Computer Technician</u>	<u>708</u>
4875	Plan Check Engineer	627
4855	Plan Checker I	662
4805	Plan Checker II	656
7500	Press Operator	155
1020	Principal Accountant	616
2050	Principal Buyer	683
<u>5730</u>	<u>Principal Design And Construction Operator</u>	<u>710</u>
6300	Principal Office Assistant	156
<u>2204</u>	<u>Principal Network Engineer</u>	<u>632</u>
1700	Principal Planner	157
2202	Principal Programmer Analyst	632
6701	Principal Storekeeper	668
<u>1885</u>	<u>Principal Transportation Engineer/Planner</u>	<u>709</u>
<u>5752</u>	<u>Principal Water Pollution Control Operator</u>	<u>710</u>
1255	Program Coordinator	638
2200	Programmer Analyst	103
7400	Public Safety Maintenance Worker	144
6351	Public Safety Property Clerk I	615
6350	Public Safety Property Clerk II	159
1130	Public Safety Records Coordinator	621
6052	Public Safety Records Senior Specialist	635
6050	Public Safety Records Specialist I	633
6051	Public Safety Records Specialist II	634
2180	Public Safety Specialist	106
4650	Public Works Construction Inspector	160
5510	Public Works Crew Leader	161
5640	Public Works Supervisor	191
5431	Recycled Water Coordinator	663
1010	Senior Accountant	641
6850	Senior Accounting Technician	647
4700	Senior Building Inspector	167
5651	Senior Building Services Leader	604
1140	Senior Buyer	624
2145	Senior Community Services Officer	151
1850	Senior Construction Inspector/Coordinator	174
4150	Senior Crime Analyst	653
1300	Senior Environmental Chemist	114
1349	Senior Environmental Compliance Inspector	146
7301	Senior Greenskeeper	609

Job Code	Classification	Pay Range
4325	Senior Housing Rehabilitation Specialist	601
2400	Senior Library Assistant	170
5710	Senior Maintenance Worker	177
6450	Senior Meter Reader	171
2345	Senior Neighborhood Preservation Specialist	148
6500	Senior Office Assistant	172
5600	Senior Park Utility Worker	173
7320	Senior Parks Leader	613
4090	Senior Plan Check Engineer	691
1260	Senior Planner	654
2201	Senior Programmer Analyst	631
<del>6600</del>	<del>Senior Storekeeper</del>	<del>176</del>
1860	Senior Traffic Engineer	181
1865	Senior Transportation Engineer	610
1875	Senior Transportation Planner	657
5930	Senior Wastewater Collections Worker	177
5820	Senior Water Distribution Worker	696
<del>5750</del> <u>5751</u>	Senior Water Pollution Control Operator	<del>178</del> <u>679</u>
2504	Senior Workforce Services Representative	666
5425	Senior WPC Plant Mechanic	185
1345	Solid Waste Contract Administrator	115
4800	Solid Waste Specialist	169
6650	Staff Office Assistant	180
6700	Storekeeper I	182
6600	Storekeeper II	176
6710	Storekeeper/Buyer	112
5200	Street Lighting Technician	142
2120	Technical Support Specialist	649
1950	Traffic Engineer	188
4200	Traffic Engineering Technician I	127
4201	Traffic Engineering Technician II	607
1955	Transportation Engineer	612
1861	Transportation Planner	183
7800	Utility Worker	192
5920	Wastewater Collections Crew Leader	161
5910	Wastewater Collections Supervisor	191
5430	Water Conservation Coordinator	650
5810	Water Distribution Crew Leader	695
5800	Water Distribution Supervisor	694
5830	Water Distribution Worker	697
5880	Water Meter Repair Worker	195
5901	Water Pollution Control Operator I	197
5900	Water Pollution Control Operator II	202

<b>Job Code</b>	<b>Classification</b>	<b>Pay Range</b>
7900	Water Pollution Control Operator-in-Training	199
<u>5399</u>	<u>Water Pollution Control Plant Mechanic-in-Training</u>	<u>713</u>
5400	<u>Water Pollution Control WPC</u> -Plant Mechanic	154
<u>5435</u>	<u>Water Pollution Control Plant Systems Integrator</u>	<u>711</u>
4100	Water System Operator	186
2540	Web Specialist	706
2550	Workforce Development Analyst	661
2503	Workforce Services Representative	667

## Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement

### CLARIFICATION OF OVERTIME PROVISION

Included in this Agreement and Referenced Below

and

AMENDING RELATED ADMINISTRATIVE POLICY

and

ALL ~~SPECIAL-ALTERNATE WORK~~ SCHEDULES

(with and without written agreements)

Effective February 12, 1995

Reaffirmed July 1, 1996

Reaffirmed July 1, 1999

Reaffirmed July 1, 2004

Reaffirmed July 1, 2015

~~Chapter B – Wages, Article B.3 – Overtime, Section B.3.5 states:~~

~~———— All paid time shall count as time worked when determining overtime.~~

~~This language (current MOU Section B.3.5) was originally included in the 1993 SEA MOU with the intent that paid leave hours for any portion of any given day plus the hours worked on that same day, would be added together to determine overtime for that day only to the extent that the sum of the leave and work hours exceeded the normally scheduled work hours.~~

~~In other words, the inclusion of this language was intended to modify and clarify certain sections of the Article (current MOU Sections B.3.2.a, B.3.2.b, B.3.2.c) in calculating overtime earned on a daily basis (in which some work was performed) only.~~

~~The intent of adding the language (current MOU Section B.3.5) to the SEA MOU was simply to have the MOU language reflect the actual past practice within the City. Example A (attached) illustrates this past practice. Note also that Example A applies to all employees regardless of the type of schedule assigned (i.e., whether or not working a standard, special or shift schedule), the principles indicated would apply.~~

~~The language (current MOU Section B.3.5), was **not intended:**~~

- ~~1. to provide any new and/or additional overtime pay beyond that received by employees at the time that this provision was added to the MOU;~~
- ~~2. to cause any paid City designated holidays which occur on non-scheduled work days to be counted as hours worked for the determination of overtime for that week (see Example B attached);~~

- ~~3. to count any full day of paid leave time in and of itself (vacation, compensatory time, floating holiday, City designated holiday, disability leave, etc.) toward the calculation of overtime on a weekly basis (see Example C attached);~~
- ~~4. to override the section (current MOU Section B.3.2.3) which deals with the basis for calculating overtime on a weekly basis, i.e., "all hours worked in excess of forty (40) hours worked in a workweek" (see Example D attached);~~
- ~~5. to change the method of payment stipulated in the Section (current MOU Section B.3.4) when an employee works on a scheduled holiday or to create an inequity such that employees who work on a City designated holiday and are paid in accordance with Section B.3.4 receive the same pay as employees who are not scheduled to work and do not work on a City designated holiday. Note: Section B.3.4 states, "An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Example E attached); and~~
- ~~6. to cause the City to incur any additional overtime costs in relation to employees working special schedules or shift schedules above those which would be incurred by employees working on a standard Monday through Friday, 5 day/week, 8 hour/day schedule (see Example F attached).~~

~~We agree that the above statements and the attached examples illustrating each statement represent our understanding of the intent of Chapter B – Wages, Article B2 – Overtime, Section B2.10 of the August 1993 to June 1996 Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association. We further agree that the Examples attached describe the appropriate methods for employees to record work, leave and overtime in each of the options illustrated. Effective with the 2012-2015 MOU, employees are no longer eligible for overtime on a daily basis. Employees continue to be eligible for overtime on a weekly basis in accordance with the Fair Labor Standards Act (FLSA) requirements.~~

~~This exhibit is intended to clarify and reflect current practices of certain MOU articles related to overtime, holiday, and/or alternate work schedules. Examples are provided in this exhibit describing the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.~~

Article 16.4(a):

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Example A)

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Example B)

All paid time shall count as time worked when determining overtime. (Example A)

Article 18.2:

Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Example C)

Article 18.2(b):

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Example D)

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. The employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Example E)

**Special Issues for Employees working Special Schedules and/or Shift Schedules**

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days per week, 8 hours per day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours per day, 5 days per week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples A through E below.

In addition, the following is required:



1. A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every workweek.
2. Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3. When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.
4. Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a workweek may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any workweek in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each workweek (#1 above) and may not charge more than 8 hours of holiday time in any single workday.

- Example A**
- Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Article 16.4(a))
  - All paid time shall count as time worked when determining overtime. (Article 16.4(a))

Work schedule: Monday to Friday, 8 hours per day

In this example, employee takes a day of paid leave on Tuesday. On Friday, employee works 1 hour in addition to the regular 8-hour schedule. Employee will receive 1 hour overtime in the workweek.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>8</u>		<u>8</u>	<u>8</u>	<u>8</u>	
<u>Paid leave hours</u>			<u>8</u>				
<u>OT hours</u>						<u>1</u>	

\* Note: If a leave occurs during an employee's regular workweek and the employee is required by management to work on a non-scheduled workday in that workweek, the hours worked on the non-scheduled workday would be paid at the overtime rate.

- Example B** • An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Article 16.4(a))

Illustration 1 – Regular work schedule

Work schedule: Monday to Friday, 8 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>		
<u>Holiday hours</u>						<u>8</u>	
<u>OT hours</u>						<u>5</u>	

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive a total of 5 hours overtime in addition to 8 hours holiday, in 2 workweeks.

\* Hours may split into the next workweek per split time on timecard.

<u>Week 1</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday &amp; Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>		
<u>Holiday hours</u>						<u>8 *</u>	
<u>OT hours</u>						<u>5 *</u>	

<u>Week 2</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>8</u>	
<u>Holiday hours</u>							
<u>OT hours</u>							

### Illustration 3 – Alternate 4/10 work schedule

Work schedule: Tuesday to Friday, 10 hours per day

Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday. Employee is also required to use 2 hours paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

\* Note: In lieu of using 2 hours paid leave on the holiday, employee may, with approval from manager, works additional 2 regular hours in the same workweek. See details in Example C, Option 1.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday</u> <u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>10</u>	<u>10</u>	<u>10</u>		
<u>Paid leave hours</u>						<u>2 *</u>	
<u>Holiday hours</u>						<u>8</u>	
<u>OT hours</u>						<u>5</u>	



- Example C**
- Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Article 18.2)
  - Holiday falls on a regular workday of an alternate work schedule. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Article 18.2)

Option 1 – Employee makes up the difference by working additional time

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee works an additional 1 hour on Tuesday to make up for the 1 hour difference on the Monday holiday. The difference is between the 8 hours holiday and the regularly scheduled work hours for that day.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>10</u>	<u>9</u>	<u>9</u>		
<u>Paid leave hours</u>							
<u>Holiday hours</u>		<u>8</u>					

Option 2 – Employee makes up the difference by using other paid leave hours

Work schedule: 9/80, Black Friday

Holiday: Monday

In this example, employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	<u>Sun</u>	<u>Holiday</u> <u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Black</u> <u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>9</u>	<u>9</u>	<u>9</u>		
<u>Paid leave hours</u>		<u>1</u>					
<u>Holiday hours</u>		<u>8</u>					

**Example D** • Holiday falls on a non-scheduled workday. (Article 18.2(b)) – See MOU article details below.

MOU article details:

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Article 18.2(b))

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Article 18.2(b))

Option 1 – Exchange the holiday to another work day within the same workweek

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday

Holiday: \_\_\_\_\_ Friday

In this example, employee exchanges the holiday to Thursday and employee is required to use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for the day.

<b><u>Week 1</u></b>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>8</u>	
<u>Paid leave hours</u>							
<u>Holiday hours</u>							

<b><u>Week 2</u></b>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday &amp; Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>		<u>9</u>	<u>9</u>	<u>9</u>			
<u>Paid leave hours</u>					<u>1</u>		
<u>Holiday hours</u>					<u>8</u>		
<u>OT hours</u>				<u>2*</u>			

\* On Wednesday of week 2, employee works 2 hours in addition to the regular 9-hour schedule. Despite the MOU language stating that paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for



determination of overtime for that workweek. Employee will receive 2 hours overtime in this situation because the holiday is exchanged to a regularly scheduled workday.

Option 2 – Receive additional 8 hours pay for the holiday

This option shall not generate overtime.

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee receives the holiday as additional pay, which total to 48 regular hours in the workweek without generating overtime.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
<u>Paid leave hours</u>							
<u>Holiday hours</u>		<u>8</u>					

\* Note: If paid holidays (as above) which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as in Example B) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

Option 3 – Take the holiday leave as floating holiday credit

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee will not record holiday used and will receive a credit of 8 hours floating holiday automatically within two pay periods after the City observed holiday.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>			<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
<u>Holiday hours</u>							

**Example E** • Holiday falls on a non-scheduled workday with the entire workweek off. (Article 18.2(b)) – See MOU article details below.

MOU article details:

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Article 18.2(b)).

Illustration 1 – ~~Regular~~ Shift work schedule

Work schedule: Tuesday to Saturday, 8 hours per day

Holiday: Monday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on Monday, a non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Tuesday to Saturday.

	<u>Sun</u>	<u>Holiday Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>Regular hours</u>							
<u>Paid leave hours</u>				<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
<u>Holiday hours</u>		<u>8</u>					

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday

Holiday: Friday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on black Friday, non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Monday to Thursday, and use 1 hour paid leave on the holiday in order to maintain his/her regularly scheduled work hours for that day.

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Holiday &amp; Black Fri</u>	<u>Sat</u>
<u>Regular hours</u>							
<u>Paid leave hours</u>		<u>9</u>	<u>9</u>	<u>9</u>	<u>1</u>		
<u>Holiday hours</u>					<u>8</u>		

~~EXAMPLE A: SHOWING HOW A PARTIAL DAY'S LEAVE WHEN COMBINED WITH WORK TIME CAN GENERATE OVERTIME ON A DAILY BASIS~~

Employee works Monday through Friday (or any five days within the work week) 8 hours per day; work day starts at 8 a.m. and ends at 5 p.m.

On Monday, the employee's activity for the day is as follows:

<del>8:00 a.m. – 10:00 a.m.</del>	<del>Works</del>
<del>10:01 a.m. – noon</del>	<del></del>
<del>12:01 p.m. – 12:30 p.m.</del>	<del>Medical appointment</del>
<del>12:31 p.m. – 1:30 p.m.</del>	<del>Works</del>
<del>1:31 p.m. – 1:31 p.m.</del>	<del>Lunch</del>
<del>1:31 p.m. – 8:00 p.m.</del>	<del>Returns to work and supervisor indicates overtime needed to complete critical work; normal end of day is 5 p.m.</del>
<del>1:31 p.m. – 8:00 p.m.</del>	<del>Employee works three hours beyond the end of normal work schedule this day.</del>

~~FOR THIS DAY:~~

~~TOTAL WORK HOURS = 9~~ ~~TOTAL LEAVE HOURS = 2~~

Based on work hours alone, the employee would be entitled to 1 hour of overtime; however, based on past practice, the employee actually may record time on the time card and receive pay as follows:

~~6 HOURS REGULAR WORK TIME plus 2 HOURS LEAVE TIME plus 3 HOURS OVERTIME~~

For employees scheduled to work 9 or 10 hour days the overtime would apply for any day in which the combined total of paid leave plus work hours exceeded the 9 or 10 hours normally scheduled for the day.

EXAMPLE B: ~~SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A NON-SCHEDULED, NON-WORKED DAY DOES NOT GENERATE OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN THIS SITUATION~~

~~Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day and the holiday occurs on a Monday which the employee does not work. This situation, in and of itself, would not generate overtime for the week. The options available to the employee would be:~~

~~Note: This first option would require pre-planning and the pre-approval of the supervisor, as for vacation leave:~~

~~Exchange one of the work days for the scheduled holiday within the work week in which the holiday occurs or within the work week immediately following the work week in which the holiday occurs, except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was taken:~~

<del>For 8 hr/day employee:</del>	<del>For 10 hr/day employee:</del>
<del>_____ 8 hours holiday time _____</del>	<del>_____ 8 hours holiday time _____</del>
<del>_____ <u>32 hours regular work time</u> _____</del>	<del>_____ 2 hours leave time _____</del>
<del>TTL: _____ 40 hours at regular rate _____</del>	<del>_____ <u>30 hours regular work time</u> _____</del>
	<del>_____ TTL: _____</del>
	<del>_____ 40 hours at regular rate _____</del>

~~For Black Friday or Black Monday employees, assuming the holiday is exchanged for a 9 hour work day:~~

<del>_____ 8 hours holiday time _____</del>
<del>_____ 1 hour leave time _____</del>
<del>_____ <u>31 hours regular work time</u> _____</del>
<del>TTL: _____ 40 hours at regular rate _____</del>

~~If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:~~

<del>_____ 4 hours holiday time _____</del>
<del>_____ <u>36 hours regular work time</u> _____</del>
<del>TTL: _____ 40 hours at regular rate _____</del>

EXAMPLE B (continued)

Record and receive pay for a total of 48 regular hours as follows for the week in which the holiday occurs:

For all schedules: ~~8 hours holiday time~~

~~\_\_\_\_\_~~ 40 hours regular work time

~~\_\_\_\_\_~~ TTL:

~~\_\_\_\_\_~~ 48 hours at regular rate

Take the holiday leave as a vacation credit:

~~If neither of the above options have been exercised, within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.~~

For all schedules: ~~TTL: \_\_\_\_\_~~ 40 hours regular work time would be recorded

EXAMPLE C: ~~SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A NON-SCHEDULED, NON-WORKED DAY IN A WORK WEEK IN WHICH THE EMPLOYEE ALSO TAKES A FULL DAY OF PAID LEAVE TIME, DOES NOT GENERATE OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN THIS SITUATION.~~

~~Employee is scheduled to work Tuesday through Saturday, 8 hours per day. The employee takes a paid leave day on Tuesday and the holiday occurs on a Monday which the employee does not work. This situation would not, in and of itself, generate overtime for the work week. The options available to the employee would be:~~

~~Exchange the paid leave day for the scheduled holiday within the work week in which the holiday occurs except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was exchanged for the paid leave day:~~

~~For 8 hr/day employee: For 10 hr/day employee:~~

~~8 hours holiday time 8 hours holiday time~~

~~32 hours regular work time 2 hours leave time~~

~~TTL: 40 hours at regular rate~~

~~30 hours regular work time~~

~~TTL: 40 hours at regular rate~~

~~For Black Friday or Black Monday employees assuming the holiday is exchanged for a 9 hour day:~~

~~8 hours holiday time~~

~~1 hour leave time~~

~~31 hours regular work time~~

~~TTL: 40 hours at regular rate~~

~~If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:~~

~~4 hours holiday time~~

~~36 hours regular work time~~

~~TTL: 40 hours at regular rate~~

EXAMPLE C (continued)

Record and receive pay for a total of 48 regular hours for the week in which the holiday and leave time occurs:

For 8 hr/day employee: \_\_\_\_\_ For 10 hr/day employee: \_\_\_\_\_

\_\_\_\_\_ 8 hours holiday time \_\_\_\_\_ 8 hours holiday time

\_\_\_\_\_ 8 hours leave time \_\_\_\_\_ 10 hours leave time

\_\_\_\_\_ 32 hours regular work time \_\_\_\_\_

\_\_\_\_\_ 30 hours regular work time \_\_\_\_\_

TTL: \_\_\_\_\_ 48 hours at regular rate \_\_\_\_\_ TTL: \_\_\_\_\_

\_\_\_\_\_ 48 hours at regular rate \_\_\_\_\_

\_\_\_\_\_ For Black Friday or Black Monday employees: \_\_\_\_\_

\_\_\_\_\_ 8 hours holiday time \_\_\_\_\_

\_\_\_\_\_ 9 hours leave time \_\_\_\_\_

\_\_\_\_\_ 31 hours regular work time \_\_\_\_\_

TTL: \_\_\_\_\_ 48 hours at regular rate \_\_\_\_\_

Take the holiday leave as a vacation credit:

If neither of the above options have been exercised within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.

\_\_\_\_\_ For all schedules: \_\_\_\_\_ TTL: \_\_\_\_\_

\_\_\_\_\_ 40 hours regular [work + other (non holiday) leave] \_\_\_\_\_

\_\_\_\_\_ would be recorded \_\_\_\_\_

NOTE: \_\_\_\_\_ If a leave occurs during an employee's regular work week and the employee is required by management to work on a non-scheduled work day in that work week, the hours worked on the non-scheduled work day would be paid at the overtime rate.

EXAMPLE D: ~~SHOWING THAT IN DETERMINING OVERTIME ON A WEEKLY BASIS ONLY HOURS "WORKED IN EXCESS OF FORTY" ARE CONSIDERED.~~

~~The employee takes paid leave for the entire scheduled week and the holiday occurs on a non-scheduled work day. This situation would not, under any circumstances, generate any overtime pay or more than 40 regular hours of pay for this work week.~~

~~In this situation, whenever an employee takes an entire work week off for any reason, that employee is required to exchange 8 hours of holiday leave for each of the holidays occurring within that work week (instead of the other leave). Employees on other than 8 hour day schedules will supplement the 8 hours of holiday leave with the alternative leave to show the normally scheduled hours for each day.~~

~~In essence, in this situation the employee exchanges the paid leave days off for the holiday regardless of the type of paid leave taken and will never receive more than 40 regular hours of pay for the week.~~



EXAMPLE E: ~~SHOWING HOW AN EMPLOYEE WHO WORKS ON A SCHEDULED HOLIDAY IS TO BE PAID IN ACCORDANCE WITH ARTICLE B.3 – Overtime, Section B.3.4:~~

~~An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay.~~

~~Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day; the holiday occurs on a Friday and the employee works on the holiday. This situation, in and of itself, **does** guarantee overtime for the week.~~

~~Time should be recorded as follows:~~

<del>Tuesday through Thursday</del>	<del>24 hours regular work time</del>
<del>Friday</del>	<del>8 hours of overtime worked, plus</del>
	<del>8 hours of holiday time</del>
<del>Saturday</del>	<del>8 hours regular work time</del>
<del>TTL FOR WEEK:</del>	<del>32 HOURS REGULAR WORK TIME</del>
	<del>8 HOURS HOLIDAY TIME</del>
	<del>8 HOURS OVERTIME</del>

~~If a Black Friday or Black Monday employee works the holiday and the holiday is a 9 hour day, he/she receives:~~

<del>8 hours holiday</del>
<del>1 hour of leave</del>
<del>9 hours of overtime</del>
<del>31 hours regular work time</del>
<del>TTL FOR WEEK:</del>
<del>32 HOURS REGULAR (WORK AND LEAVE) TIME</del>
<del>8 HOURS HOLIDAY TIME</del>
<del>9 HOURS OVERTIME</del>

~~If a Black Friday or Black Monday employee works the holiday and the holiday is the split Friday or Monday day he/she receives for each of the two consecutive work weeks in which the holiday time occurs:~~

~~4 hours holiday~~

~~4 hours of overtime~~

~~36 hours regular work time~~

~~TTL FOR WEEK:~~

~~36 HOURS REGUALR WORK TIME~~

~~4 HOURS HOLIDAY TIME~~

~~4 HOURS OVERTIME~~

~~If a 10 hour per day employee works the holiday, he/she receives:~~

~~8 hours of holiday~~

~~2 hours of leave~~

~~10 hours of overtime~~

~~30 hours of regular work time~~

~~TTL FOR WEEK:~~

~~32 HOURS REGULAR (WORK AND LEAVE) TIME~~

~~8 HOURS HOLIDAY TIME~~

~~10 HOURS OVERTIME~~

~~NOTE: If paid holidays which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as above) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.~~

EXAMPLE F: ~~SPECIAL ISSUES FOR EMPLOYEES WORKING SPECIAL SCHEDULES AND/OR SHIFT SCHEDULES~~

~~The options available to employees working special schedules, i.e., not working a standard schedule of 5 days/week, 8 hours/day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours/day, 5 days/week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples B through E above.~~

~~In addition the following is required:~~

~~A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every week.~~

~~Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.~~

~~When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.~~

~~Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a work week may not exceed the number of holiday hours actually occurring in that week or in the prior week.~~

~~Except that in any work week in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each work week (#1 above) and may not charge more than 8 hours of holiday time in any single work day.~~



## Exhibit C - Classifications Eligible for Flextime

<u>Job Code</u>	<u>Classification</u>
<u>1000</u>	Accountant
<u>1250</u>	Administrative Analyst
<u>1400</u>	Civil Engineer
<u>2300</u>	Community Services Coordinator II
<u>2460</u>	Deputy City Clerk
<u>2480</u>	Emergency Medical Services Coordinator
<del>Employment Development Information Systems Analyst</del>	
<u>1160</u>	Employment Training <u>Program</u> Coordinator
<u>1351</u>	Environmental Chemist II
<u>1840</u>	Environmental Engineering Coordinator
<u>6840</u>	Finance Analyst II
<u>4490</u>	Fleet <u>Services</u> Coordinator
<u>4420</u>	Hazardous Materials Coordinator
<u>2925</u>	Housing Programs Analyst
<u>1600</u>	Librarian
<u>4825</u>	Network Engineer
<u>4080</u>	Permit Center Coordinator
<u>1020</u>	<u>Principal Accountant</u>
<u>2050</u>	Principal Buyer
<del>Principal Accountant</del> <u>2204</u>	<u>Principal Network Engineer</u>
<u>1700</u>	Principal Planner
<u>2202</u>	Principal Programmer Analyst
<u>1255</u>	Program Coordinator
<u>1130</u>	Public Safety Records Coordinator
<u>1010</u>	Senior Accountant
<u>1140</u>	Senior Buyer
<del>Senior Construction Inspector/Coordinator</del>	
<u>1300</u>	Senior Environmental Chemist
<u>1349</u>	Senior Environmental Compliance Inspector
<u>4090</u>	Senior Plan Check Engineer
<u>1260</u>	Senior Planner
<u>2201</u>	Senior Programmer Analyst
<u>1860</u>	Senior Traffic Engineer
<u>1865</u>	<u>Senior Transportation Engineer</u>
<u>1875</u>	Senior Transportation Planner
<u>1345</u>	Solid Waste Contract Administrator
<del>Solid Waste Specialist</del>	
<u>1950</u>	<u>Traffic Engineer</u>
<u>1955</u>	Transportation Engineer
<del>Traffic Engineer</del>	
<del>Transportation Planner</del> <u>2540</u>	<u>Web and Communications Specialist</u>

## Exhibit D - Classifications Eligible for Safety Footwear Allowance

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

<u>Job Code</u>	<u>Classification</u>
2170	<u>Animal Control Officer</u>
1205	<u>Automotive Shop Attendant</u>
4001/4000	Building Inspector I/II
2150	<u>Community Services Officer</u>
4900/1351	Environmental Chemist I/II
1350	Environmental Compliance Inspector
1840	Environmental Engineering Coordinator
5050	Equipment Mechanic
7100	Equipment Mechanic-in-Training
5310/5315/5320	<del>Facility</del> <u>Facilities Technician I/II/III</u>
5300/5301	Facility Attendant I/II
<del>Facility Technician I/II/III</del>	
4460/4461	<u>Fire Prevention Specialist I/II</u>
4480	Fire Protection Engineer
4490	<u>Fleet Services Coordinator</u>
5025	Golf Course Equipment Mechanic
7300	Greenskeeper
7325	Groundsworker
4420	Hazardous Materials Coordinator
4450	Hazardous Materials Inspector
5100	Heavy Equipment Operator
4400	Housing Rehabilitation Specialist
4950	Laboratory/Field Technician
4960	Landfill Technician
5150	Lead Equipment Mechanic
5250	<u>Mail Clerk</u>
5860/5850	Maintenance Worker I/II
6150	<u>Meter Reader</u>
2349	Neighborhood Preservation Specialist
5350	Parks Leader
7320	<del>Senior Parks Leader</del> <u>Supervisor</u>
7600/7650/7675	Parks Worker I/II/III
2115	Permit Technician
4875	<u>Plan Check Engineer</u>
4855/4805	Plan Checker I/II
<del>Plan Check Engineer</del>	
7500	Press Operator
5730	<u>Principal Design and Construction Operator</u>
6701	<u>Principal Storekeeper</u>

1885	<u>Principal Transportation Engineer/Planner</u>
7400	<u>Public Safety Maintenance Worker</u>
6351/6350	<u>Public Safety Property Clerk I/II</u>
4650	<u>Public Works Constructor Inspector</u>
5510	<u>Public Works Crew Leader</u>
5640	<u>Public Works Supervisor</u>
<u>Recycling Coordinator</u>	
4700	<u>Senior Building Inspector/Coordinator</u>
5651	<u>Senior Building Services Leader</u>
1850	<u>Senior Construction Inspector/Coordinator</u>
1300	<u>Senior Environmental Chemist</u>
1349	<u>Senior Environmental Compliance Inspector</u>
7301	<u>Senior Greenskeeper</u>
4325	<u>Senior Housing Rehabilitation Specialist</u>
5710	<u>Senior Maintenance Worker</u>
2345	<u>Senior Neighborhood Preservation Specialist</u>
<u>Senior Parks Leader</u>	
5600	<u>Senior Parks Utility Worker</u>
<u>Senior Storekeeper</u>	
1860	<u>Senior Traffic Engineer</u>
1868	<u>Senior Transportation Engineer</u>
5930	<u>Senior Wastewater Collections Worker</u>
5820	<u>Senior Water Distribution Worker</u>
5751	<u>Senior Water Pollution Control Operator</u>
5425	<u>Senior WPC Plant Mechanic</u>
1345	<u>Solid Waste Contract Administrator</u>
4800	<u>Solid Waste Specialist</u>
6700/6600	<u>Storekeeper I/II</u>
6710	<u>Storekeeper/Buyer</u>
5200	<u>Street Lighting Technician</u>
1950	<u>Traffic Engineer</u>
4200/4201	<u>Traffic Engineering Technician I/II</u>
1955	<u>Transportation Engineer</u>
7800	<u>Utility Worker</u>
5920	<u>Wastewater Collections Crew Leader</u>
5910	<u>Wastewater Collections Supervisor</u>
5430	<u>Water Conservation Coordinator</u>
5810	<u>Water Distribution Crew Leader</u>
5800	<u>Water Distribution Supervisor</u>
5830	<u>Water Distribution Worker</u>
<u>Water Distribution Supervisor</u>	
5880	<u>Water Meter Repair Worker</u>
5901/5900	<u>Water Pollution Control Operator I/II</u>
7900	<u>Water Pollution Control Operator-in-Training</u>
5435	<u>Water Pollution Control Plant Systems Integrator</u>
4100	<u>Water Systems Operator</u>

5400 WPC Plant Mechanic

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:

<u>Job Code</u>	<u>Classification</u>	<u>Department</u>	<u>Assignment</u>
<u>1100</u>	Administrative Aide	<del>Public Works</del> <u>Environmental Services Department</u>	Field Services- <del>(1)</del>
<u>1250</u>	<u>Administrative Analyst</u>	<u>Environmental Services Department</u>	<u>Solid Waste</u>
		<u>Public Works</u>	<u>Labor Compliance</u>
<u>2300</u>	<u>Community Services Coordinator II</u>	<del>Parks and Recreation</del> <u>Library &amp; Community Services</u>	<u>Theater</u> - <del>(1)</del>
<u>1500/1410</u>	<del>Civil</del> Engineering Assistant <u>I/II</u>	Public Works	Survey Crew- <del>(1)</del>
<u>6200</u>	<u>Office Assistant</u>	<u>Environmental Services Department</u>	<u>Water Operations</u>
	<u>Community Services Officer</u>	Public Safety	Animal Control (3)
	<u>Office Clerk</u>	<u>Information Technology</u>	<u>Print Shop</u> (1)
	<u>Community Service Coordinator II</u>	<u>Parks and Recreation</u>	<u>Theater</u> (1)
<u>2145</u>	<u>Senior Community Services Officer</u>	<u>Public Safety</u>	<u>Animal Control</u> - <del>(3)</del>
<u>6500</u>	Senior Office Assistant	<del>Public Works</del> <u>Environmental Services Department</u>	WPC Plant Maintenance/ <del>Parts</del> (1)



## **Exhibit E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement**

It is agreed that each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for maintaining the following minimum tool inventory.

1. One standard set 1/4" drive sockets (mechanic choice of 6 or 12 point); sizes 3/16" to 9/16"
2. One standard set 3/8" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 3/4"
3. One 1/4" drive ratchet
4. One 3/8" drive ratchet
5. One 3/8" drive x 6" long extension
6. One 3/8" drive x 8" long extension
7. One standard set 1/2" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 1", standard depth
8. One 1/2" drive ratchet
9. One 1/2" drive x 6" extension
10. One 1/2" drive x 8" extension
11. One 1/2" drive x 12" extension
12. One pair 4" curved jaw vise grips
13. One pair 10" curved jaw vise grips
14. One pair adjustable lock, 5 jaw positions, 9-1/4" long
15. One pair adjustable lock, 7 jaw positions, 13-1/2" long
16. One pair combination slip joint pliers, 7-1/2" long
17. One pair needlenose pliers, 7-1/8" long

18. One pair diagonal cutters
19. One adjustable wrench 6"
20. One adjustable wrench 10"
21. One adjustable wrench 12"
22. One pipe wrench 8"
23. One pipe wrench 10"
24. One standard set of nut drivers; sizes 5/6" to 1/2"
25. One standard 4 piece set of slotted tip screwdrivers, wood or plastic handles
26. One standard 4 piece set of phillips screwdrivers, wood or plastic handles
27. Deluxe hacksaw designed for 10" or 12" blades
28. One standard set of allen wrenches (mechanic choice long or short length), sizes 5/64" to 3/8"
29. One 25" metal retracting tape rule
30. One standard set of punches (mechanic choice on length)
31. One standard set of flat chisels
32. One standard set of combination wrenches (mechanic choice 6 or 12 point sizes 1/4" to 1")
33. Tool Chest

For the City employees currently employed and hired in the Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic classifications assigned to the Water Pollution Control Plant, from the date this agreement is signed, the City will purchase the complete Craftsman tool sets and two-drawer tool chests as indicated on the minimum tool requirement list above. It will be the responsibility of the Senior Mechanic to distribute the tool sets and tool chests which will provide each employee in these classifications a complete set of the minimum toll inventory indicated above.

It is further agreed as follows:

- Each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic will be responsible for storing and maintaining the tools in a secure, clean, and safe condition. The City will provide a locked location for the Mechanics' boxes.
- Any special tools required by the City will be provided by the City.
- City management at the Water Pollution Control Plant will develop and provide each employee in the classifications of WPC Plant Mechanic and Senior WPC Plant Mechanic a standard operating procedure regarding tools lost or broken on the job in the performance of their regular duties.
- City management at the Water Pollution Control Plant will prepare a written inventory of the tools provided, and each of the employees in the classification of WPC Plant Mechanic and Senior WPC Plant Mechanic shall be provided a copy. Once provided the tools, each Mechanic will be required to sign and return a copy of the inventory to the Senior Plant Maintenance Mechanic. The Maintenance Supervisor at the Water Pollution Control Plant will maintain a written record of the inventory of each Mechanic.
- City management at the Water Pollution Control Plant shall inspect the Senior WPC Plant Mechanic's tool inventory and shall inspect or request the Senior WPC Plant Mechanic to inspect each Mechanic's tool inventory at least once a year. The inspection shall include verification of a complete tool inventory and a statement evaluating each Mechanic's maintenance of the tools in a secure, clean, and safe condition. A report on the semi-annual inspection, dated and signed by the inspector and the Mechanics, shall be maintained in the office of the Water Pollution Control Maintenance Supervisor. Each employee will be provided a copy of the inspector's report for their records.
- The City will retain ownership of all tools and tool chests purchased by the City. They cannot be taken off City premises, and upon separation from City service or promotion or transfer to any other position within the City, a full inventory of tools must be returned or full replacement costs of any missing tool(s) will be charged.
- Any mechanic using personal tools or equipment at work after the date the tools are provided by the City will do so at their own risk and responsibility.

s/ _____ 11/15/91 Izetta E. Birch Director of Human Resources	s/ _____ 11/15/91 Armando Atencio President of SEA
s/ _____ 11/15/91 Helen Farnham Environmental Operations Manager	s/ _____ 11/15/91 Greg Burton WPC Operator
s/ _____ 11/15/91 Gary Csordas WPC Maintenance Supervisor	s/ _____ 11/15/91 Wayne Granger Plant Maintenance Mechanic
s/ _____ 11/15/91 Marvin A. Rose Director of Public Works	s/ _____ 11/15/91 Barry Phillips Sr. Plant Maintenance Mechanic
	s/ _____ 11/15/91 Howard Hament Plant Maintenance Mechanic
	s/ _____ 11/15/91 Walter Koehn Plant Maintenance Mechanic
	s/ _____ 11/15/91 Ronald Paul Plant Maintenance Mechanic
	s/ _____ 11/15/91 James Shrove Plant Maintenance Mechanic
	s/ _____ 11/15/91 Rudy Winkleman Plant Maintenance Mechanic

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