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MEMORANDUM OF UNDERSTANDING

BETWEEN

LOCAL 521

SERVICE EMPLOYEES INTERNATIONAL UNION,

CTW, CLC

AND

THE CITY OF MENLO PARK

September 15, 2026 – June 30, 2029

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Service Employees' International Union, Local 521, CTW, CLC (hereinafter "Union") and the City of Menlo Park (hereinafter "City"). This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

ARTICLE 1: RECOGNITION

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

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

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

a. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.

b. History of representation in the City and similar environment.

c. Consistency with the organizational patterns of the City of Menlo Park.

d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

e. Effect on the classification structure and impact on the stability of employer-employee relationship of dividing single or related classifications among two or more units.

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ARTICLE 2: UNION SECURITY

2.1 Dues Deduction

2.1.1 Duty of Fair Representation

The Union, as the exclusive representative, has the duty to provide fair and non-discriminatory representation to all employees covered by this MOU, regardless of whether they are members of the Union.

2.1.2 Union Dues/Voluntary Deduction

A Bargaining Unit employee may at any time execute a payroll deduction authorization form ("Deduction Authorization Form") (including any Union dues, COPE contributions, or other deductions permitted by law) as furnished by the Union.

2.1.3 The Union will be custodian of records for such Deduction Authorization Form ("Authorization") and will provide the City with a Certification that it has and will maintain an Authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Union shall not be required to provide the City a copy of the Authorization unless a dispute arises about the existence or terms of the Authorization. However, the Union will provide the City with adequate information in the Certification document for each employee to allow the City to identify the appropriate level of deductions.

The City shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written Certification. The City shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

2.1.4 The City shall direct employee requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions were properly canceled or changed.

2.1.5 Each regular pay period, the City shall provide the Union with a list of all bargaining unit employees, including the employee's name, job title, department/division, work location, home address, and personal telephone number, work e-mail address, and personal e-mail address, if on file with the employer, and membership status. However, if any employee files a written notice with the Personnel Division objecting to the release of home phone, personal cell phone, personal e-mail address, or home address, the list will be provided without that information.

2.1.6 The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims of any nature whatsoever, and against any

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claim or suit instituted against or involving the City arising from the execution of the City's obligations contained in this Article or from the use of the monies remitted to the Union, including the costs of defending against such actions or claims.

2.2 New Employee Orientation

On a monthly basis, Human Resources will schedule a group new employee orientation. At least ten (10) calendar days prior to the date of the group orientation, the City will provide a list of new SEIU bargaining unit employees currently invited to attend the group orientation (new employees may be added to the orientation after the list is provided on hire date). SEIU will be permitted thirty (30) minutes to make a presentation to these new employees. Human Resources will not attend the Union's presentation. In the event of cancelation, new employees will be invited to the next regularly-scheduled group orientation.

SEIU and Human Resources will coordinate a time for the monthly orientation. Human Resources will coordinate a meeting location for the Union Presentation and will notify new employees and supervisors of the time and location of the Union orientation.

Employees will be provided thirty (30) minutes release time to attend the Union orientation. If an employee is unable to attend the Union orientation, they will be permitted release time to attend the next Union orientation meeting. If the employee does not attend the next new employee orientation, the Union will have the opportunity to make a thirty (30) minute presentation to new employees at a mutually agreeable time. This may be scheduled before or after the monthly Stewards' meeting or at another mutually agreeable time. However, employees will be provided no more than thirty (30) minutes of release time in total for the Union orientation. The City will provide release time to a Union steward or representative for purposes of making the presentation.

2.3 Except in cases of emergency as defined under the Meyers Milias Brown Act, the Union shall be informed reasonably in advance in writing by Management before any proposed changes not covered by this MOU are made in benefits, working conditions, or other terms and conditions of employment which require the meet and confer process.

2.4 Bulletin Boards

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

(a) Information on Union elections, reports, newsletters and notices;

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(b) Reports of official business of the Union, including reports of committees or the governing boards thereof;

(c) Scheduled membership benefits, programs and promotions;

(d) Any other written material pertaining to the official business of the Union, the Santa Clara County or San Mateo County Central Labor Council or the Committee on Political Education (COPE).

ARTICLE 3: REPRESENTATION

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

3.1.1 A meeting of the representative and an employee or employees in the unit related to a grievance.

3.1.2 A meeting with Management

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

3.3 Seven (7) Union representatives who are City employees, up to a maximum of two (2) employees from any department, shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Human Resources Director. The Chapter Chair will not count towards the seven (7) total released employees or the maximum number of released employees from their department.

3.4 Nine (9) Union representatives, up to a maximum of two (2) employees from any department, shall be allocated up to one (1) hour per month time off without loss of pay for purposes of attending monthly Stewards' meetings. Employees shall normally be allowed to adjust their lunch period adjacent to this time.

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ARTICLE 4: DEFINITIONS

4.1 Definitions

4.1.1 A "temporary" employee is an individual employed by the City in an "at will" non-Civil Service position. Except as provided in Article 26, a temporary employee is not eligible for benefits provided in this agreement.

4.1.2 A "provisional" employee is an employee employed in a regular full-time or part-time benefitted position but who has not been appointed through the competitive Civil Service recruitment process. A provisional employee shall be employed and treated in all respects for the entire term of employment as a provisional employee, the same as a probationary employee.

4.1.3 A "probationary" employee is an employee who has not yet completed the probationary period, or any extension(s) thereof, as provided in this Agreement. A probationary employee is eligible for benefits provided in this Agreement, except as limited by Sections 6.1.5 and 6.1.8 of this Agreement.

4.1.4 A "permanent" employee is an employee who has satisfactorily completed the probationary period, or any extension(s) thereof. A permanent employee is eligible for benefits provided in this Agreement.

ARTICLE 5: LAYOFF AND RE-EMPLOYMENT

5.1 Layoff

5.1.1 Whenever in the judgment of the City Council it becomes necessary in the interests of economy or because the position no longer exists, the City Council may abolish any position or employment in the competitive service, or may reduce the hours of any position. The decision to abolish a position or reduce the hours of any position shall not be subject to the grievance procedure contained in this Agreement.

5.1.2 It is agreed between the parties that attrition is the preferred method of accomplishing any necessary reduction in the work force.

5.1.3 If a permanent reduction of hours is proposed for a particular classified position, the incumbent has the right to exercise any and all of the rights set forth in this Article. The incumbent may also choose to be laid off and receive the benefits contained in this article.

5.2 Notification of Layoff

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

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

5.3 Seniority

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

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

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

5.4 Order of Layoff

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

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

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

5.5 Layoff Procedures

5.5.1 Except as otherwise provided, layoffs will be made in reverse order of seniority. The employees with the least time served in a classification shall be

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laid off first, with ensuing layoffs occurring in reverse order of length of service in the classification. If two employees have served the same time in the classification, then as between those two employees, the layoff will be based on total time of service with the City. If total time of service with the City is the same, then, as between those two employees, the layoff will be determined by a lottery.

5.6 Bumping Rights

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

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

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

5.6.4 Nothing herein shall preclude bumping between AFSCME and this bargaining unit.

5.7 Re-employment

5.7.1 The names of employees laid off shall be placed on a re-employment list in inverse order of seniority for a period of two (2) years from the date of layoff. The employee with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the employee held permanent status.

5.7.2 A laid off employee may refuse an offer of re-employment to a position for which they are qualified, however, refusal of two (2) offers of re-employment to the classification from which laid off shall automatically cause removal of the employee's name from the re-employment list and loss of any re-employment rights.

5.7.3 Any employee who accepts an offer of re-employment shall have their name removed from the re-employment list.

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5.7.4 An employee who has been laid off and has been placed on a re-employment list shall be eligible, during the time the employee is on the re-employment list, to take promotional exams.

5.7.5 Offers of re-employment shall be made via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the laid off employee's signature. Failure to respond within ten (10) days from the date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.

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

5.8 Miscellaneous Provisions

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

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

ARTICLE 6: PERSONNEL ACTIONS

6.1 Probation

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

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

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6.1.3 All original appointments shall be subject to a probationary period of twelve (12) months for unit members. All promotional appointments shall be subject to a probationary period of six (6) months except for Police Department Communications Officers, who shall be subject to a probationary period of twelve (12) months. The Human Resources Director may, based upon the recommendation of the employee's supervisor, extend the probationary period not to exceed six (6) months if the employee marginally performed the necessary job functions and needs an additional six (6) months to bring performance to a satisfactory level. Total cumulative absences of two (2) weeks or more shall extend the review period by the corresponding duration of the absence.

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

a. certify them for the position;
   or
b. extend the probation;
   or
c. reject them for the position.

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

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

6.1.6 An employee deemed unsatisfactory for a position shall return to their prior classification and non-probationary status in that classification and to the pay step they would have had if not promoted, transferred or voluntarily demoted.

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

6.1.8 The parties agree that probationary employees shall have the same rights as other employees under this MOU, including full and complete access to the grievance procedure, except that employees who do not hold prior permanent

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status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

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

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

6.2 Performance Evaluation

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

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

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

6.3 Performance Improvement Plans

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

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

6.4 Personnel Files

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

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

6.4.3 In any disciplinary action the City may not rely upon any previous written warnings, notice of suspension or demotion, or written evaluation not contained in said file as justification for any personnel action which adversely affects the employee in question, but may rely on oral warnings not made a part of the file and issued within the preceding six (6) months. In the event an employee who has received written warnings or reprimands has completed twenty-four (24) months of work without further disciplinary action, their prior disciplinary record of similar instances, except for sustained findings of violations of the City's Anti-Harassment and Non-Discrimination Policy, shall no longer be relied upon in any determination which in any manner affects their employment status and shall be removed from the employee's personnel file upon request from the employee. In cases where an employee is suspended or demoted and such discipline is sustained, a record of such action shall be kept in the personnel file and any such documentation supporting such action shall be kept in a separate file in the Human Resources Department.

6.4.4 Personnel files of individual employees are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. The City will only release information to creditors or other persons upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment, any individual salary and benefit information, and any other information requested under the freedom of information act and deemed to be

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public information. Release of more specific information may be authorized in writing.

6.5 Promotional Opportunities

6.5.1 Promotional opportunities for classifications within the representation unit will be posted on the City's Job Opportunity Website and a link will be sent via e-mail to all employees at least ten (10) working days (Monday through Friday) prior to closing applications. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job.

6.5.2 The top two (2) bargaining unit members applying for promotional opportunities for classifications within the representation unit and who meet the minimum qualifications for the position will be interviewed regardless of the number of interviewees otherwise requested by the hiring department. When possible, the top two (2) bargaining unit members applying for promotional opportunities outside of the representation unit and who meet the minimum qualifications for the position will be interviewed.

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

6.6 Reclassification

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

6.6.2 Once each year, during the month of January, an employee may request in writing a re-evaluation of a Classification based on significant changes in job content or significant discrepancies between job content and the classification description. The request must contain justification. A statement by Management that a job re-evaluation request will be submitted with the department budget does not relieve an employee from the responsibility of submitting their own request in a timely manner. If meetings are held, the employee may request representation by the Union. The City will process the request and issue a recommendation within ninety (90) days. The City shall

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not agree to a change in the appropriate pay level for a job description until the Union has received a copy of the proposed change and has been given the opportunity to meet and confer with the City. Reclassifications shall become effective after City Council approval of the budget, retroactive to the first pay period of the fiscal year. Human Resources shall notify the Union at least ten (10) days prior to recommending a reclassification. Upon request, the Human Resources Director will meet and confer with the Union to determine whether the employee shall be subject to a probationary period. In cases where there is a dispute regarding the recommendation of the Human Resources Director, the recommendation may be appealed to the City Manager, whose decision shall be final and not subject to the arbitration provisions of Article 15, Grievance Procedure.

6.6.3 In conducting classification studies, the compensation figure calculated for each City shall consist of the following components: base salary, employer paid employee contributions to the retirement system, and deferred compensation contributions made by the employer on behalf of the employee.

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

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

6.7 Flexible Staffing

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

6.7.2 The currently identified flexibly staffed positions are:

Accountant I/II
Accounting Assistant I/II/Senior
Assistant / Associate / Senior Planner
Assistant / Associate / Senior Transportation Planner
Building Inspector I/II
Construction Inspector I/II
Communications Dispatcher/Senior
Child Care Teacher I/II
Engineering Technician I/II/Senior
Enterprise Applications Specialist I/II
Equipment Mechanic/Senior
Facilities Maintenance Technician I/II/Senior
GIS Analyst I

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Information Technology Specialist I/II
Junior / Assistant / Associate Engineer / Associate Civil or Transportation Engineer
Management Analyst I
Office Assistant/Senior
Police Records Specialist/Senior
Program Assistant/Senior
Project Manager
Librarian I
Library Assistant I/II/III
Maintenance Worker I/II/Senior
Sustainability Specialist/Senior
Water System Operator I/II/Senior

The City may post and fill the position at any level. After the City fills the position, promotion to the next level shall be considered after the most recent performance review reflects that acquired skills and experience have advanced to the next level. Additional levels may be available for advancement into other represented groups (i.e., AFSCME).

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Overall Wage Adjustments

7.1.1 General Salary Increases

Effective the beginning of the first full pay period following City Council adoption of the successor MOU, the pay rates for employees in this representation unit shall be increased by an amount equal to four percent (4.0%).

Effective the beginning of the first full pay period following July 1, 2027, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3.0%).

Effective the beginning of the first full pay period following July 1, 2028, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3.0%).

7.1.2 Market-Based Equity Adjustments

Effective the first full pay period following City Council's adoption of the successor MOU, the City shall increase the base pay for the following classifications, which the City has determined have a total compensation of more than five percent (5%) below market median, based on March 2026 Total

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Compensation Survey ("Survey"). Based on the Survey and the internal salary alignments, the parties have agreed to the following market-based equity adjustments:

- Water Quality Specialist 6.95%
- Water System Operator I 6.95%
- Water System Operator II 6.95%
- Senior Water System Operator 6.95%

Market-based equity adjustments are independent of the GSI, and will be implemented in an additive (non-compounded) fashion.

7.1.3 Classification and Compensation Study

The City has retained Gallagher to prepare a Classification and Compensation Study of Bargaining Unit positions, comprised of a classification study for each Bargaining Unit classification or series, and a total compensation study for benchmark classification(s) in each job family. The Parties intend the Classification and Compensation Study to guide market-based equity adjustments.

By December 31, 2026, the Parties will meet with Gallagher to review and provide feedback on the consultant's recommended survey jurisdictions, benchmark classifications, and survey matches for the total compensation survey.

The total compensation study will include additional compensation paid by any survey agency for certificates which are required for the job receiving the additional compensation.

Upon completion of the Study, the Parties will meet to negotiate over changes in compensation based on the Study, with a shared goal of achieving a market placement at or above market median for total compensation for benchmark classifications and establish an appropriate differential for related classifications. The City will commit a minimum of $500,000 towards market-based equity adjustments. Any changes in compensation will be by mutual agreement only. Except for hard-to-fill positions as designated by the City Manager, if position below market is greater than 3%, adjustment in fiscal year 2027-28 will not exceed 3%, and the remainder of market adjustment will be applied for fiscal year 2028-29.

7.2 Step Increases

Merit advances from the first salary step and subsequent steps shall be granted at one (1) year intervals if the affected full-time or part-time benefitted employee has demonstrated continued competent service. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or

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following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

7.3 Application of Rates

7.3.1 Full-time and Part-time Benefitted Employees

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

7.3.1.2 In the event that a newly hired employee is placed above Step A on the salary schedule due to recruitment problems, as opposed to the conditions in 7.3.1.1 above, incumbents in that classification who have been placed on a lower step of the salary schedule will be moved to the same step on the salary schedule as the newly hired employee, and all such employees will be allowed to move to the next step in six months.

7.3.2 Temporary Employees

Except as noted in Appendix B, the pay range for temporary employees shall be at the rate specified for permanent SEIU employees, where the low limit of the range is placed at Step A, and the high limit of the range is placed at Step E. There are no steps associated with temporary pay ranges; temporary employees may receive an hourly rate anywhere within the pay range. The General Salary Increases in Section 7.1.1 will be applied to temporary employees' existing hourly rate.

7.4 Effect of Promotion, Demotion or Transfer on Salaries

7.4.1 Promotion

Upon promotion, an employee's salary shall be adjusted as follows:

7.4.1.1 If the first step in the salary range for the employee's new position is at least five percent (5%) greater than the employee's current salary range, the employee shall be moved to the first step of the new salary range.

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7.4.1.2 If the first step in the salary range for the employee's new position is less than five percent (5%) greater than the employee's current salary range, the employee shall be moved to the step which would provide at least a five percent (5%) increase in salary.

7.4.1.3 If no step in the salary range for the new position would provide the employee with at least a five percent (5%) salary adjustment, the employee shall be moved to the top step of the new salary range.

7.4.2 Demotion

Upon demotion of an employee with permanent status in their current class, their salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

7.4.3 Transfer

Upon transfer, the salary shall remain unchanged.

7.5 Bilingual Differential

7.5.1 Verbal Proficiency Level

An employee who passes the City's verbal proficiency test, and is routinely assigned to job duties requiring bilingual conversation and basic bilingual reading/writing skills, is eligible to receive Forty Dollars ($40.00) each pay period (prorated to $0.50 per hour for part-time employees) for the use of bilingual skills in job duties arising during the normal course of work.

Any bargaining unit employee who passed the City's verbal proficiency test, and was routinely assigned to job duties requiring bilingual conversation and basic bilingual reading/writing skills, prior to September 1, 2026, will continue to receive Sixty-Five Dollars ($65.00) each pay period (prorated to $0.81 per hour for part-time employees) for the use of verbal bilingual skills in job duties arising during the normal course of work.

7.5.2 Advanced Level

An employee who passes the City's advanced proficiency test, and is routinely assigned to job duties requiring advanced bilingual skills, is eligible to receive Sixty-Five Dollars ($65.00) each pay period (prorated to $0.81 per hour for part-time employees) for the use of bilingual skills in job duties arising during the normal course of work. Advanced bilingual skills are defined as the ability to translate and communicate beyond conversational speaking and/or basic writing.

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Effective the pay period following July 1, 2027, an employee who passes the City's advanced proficiency test, and is routinely assigned to job duties requiring advanced bilingual skills, is eligible to receive Seventy-Five Dollars ($75.00) each pay period (prorated to $0.94 per hour for part-time employees) for the use of bilingual skills in job duties arising during the normal course of work.

7.5.3 Eligibility for the bilingual pay differential shall be determined by the Personnel Officer on the basis of a proficiency test developed and administered by the City.

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

7.5.5 The City retains the right to discontinue the bilingual differential for any individual employee when bilingual services are no longer required, provided the City gives the exclusive representative ten (10) days' notice prior to such revocation, in order to allow the opportunity for the Union to present information showing that the employee is continuing to provide duties involving bilingual speaking for writing.

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

7.6 Call Back Pay

7.6.1 A full-time employee who is required by the City to report to their normal work location on a day when they have not been scheduled, or an employee called back to work after they have completed their regular work day and left the worksite, shall be entitled to a minimum of three (3) hours of compensation at one and one-half times their regular rate of pay.

Call back pay shall not apply to scheduled overtime or where the City requires an employee to remain at the worksite after the completion of their regular work shift or return to the worksite less than three (3) hours before their regularly-scheduled shift or scheduled overtime. Any work performed during the three-hour call back period is part of the initial call back (i.e., call backs cannot overlap). Employees are responsible for coding call back and overtime properly.

7.6.2 Employees who do not return to their normal work location, but who are required to work remotely, are not eligible for call back pay, but shall be paid for time actually worked at one and one-half times their hourly rate of pay.

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7.6.3 Payment for call back may be at the cash rate specified in Section 7.6.1 above or in compensatory time off at the rate of one and one-half hours for each hour worked, at the employee's option. Prior to the end of the pay period, the employee shall designate on their timesheet their choice of either compensation at one and one-half times their regular rate of pay or compensatory time off.

7.7 Standby Pay

A full-time employee performing standby duty outside the employee's regular work shift shall be compensated at the rate of three (3) hours of their base rate of pay for each day (including weekend days or holidays) the employee is assigned to standby duty.

7.8 Rest Period Following Emergency Work

7.8.1 Bargaining unit employees in the Public Works Department shall be entitled to a rest period of ten (10) hours when they work more than sixteen (16) hours within a twenty-four (24) hour period beginning with the time the employee reports to work.

7.8.2 Prior to working over sixteen (16) hours within a twenty-four (24) hour period and triggering the ten (10) hour rest period the employee must get approval from the Department Director or their designee.

7.8.3 Rest periods are unpaid unless the rest period overlaps the employee's regular work shift in whole or in part. The employee will be paid for that portion of the rest period that overlaps the employee's normal working shift. The employee will be required to work the remainder of their normal working shift that does not overlap with the ten (10) hour rest period unless they request and are approved for leave. The employee will not be paid for the time between expiration of the rest period and their normal work shift.

If the employee is required to work during the rest period, the employee will be paid at the overtime rate for the hours worked during the rest period (inclusive of regularly scheduled hours). For example, assume an employee with a regular start time of 6 a.m. has earned a rest period until 8 a.m.; if the City recalls the employee to start work at 6 a.m., the employee will be paid their regular pay plus overtime for the rest period (6 a.m. to 8 a.m.) followed by regular pay for the remainder of the shift.

7.8.4 This section shall not apply in emergency situations.

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7.9 Working Out of Classification

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

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

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

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

7.10 Night and Weekend (Saturday/Sunday) Differential

Employees in the Library assigned to work hours between 5:00 p.m. and 8:00 a.m. weekdays or between Friday from 5:00 p.m. to Monday 8:00 a.m. shall be compensated for night and weekend differential at five percent (5%) above the employee's base pay.

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

7.11 Court Appearances

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

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

7.12 Certification Pay

7.12.1 Program

Effective July 1, 2027, the City will establish a Certification Recognition Program intended to provide incentive for City employees to obtain and maintain "certification of expertise" in the various disciplines required by their job class specifications.

7.12.2 Eligible Classifications

Effective July 1, 2027, employees in the listed classifications are eligible for certificate pay based on the certificates listed for their job classification/series. However, no employee may receive certification pay for a certificate listed in the minimum qualifications for their job classification or otherwise required for their job, including certifications required within a fixed period of time from hire (e.g., a certification which is required within six (6) months of hire).

Menlo Park Municipal Water	State of California Water Distribution Operator Certification Grade I – III [*note: employees who hold a DII of DIII will receive credit for the underlying certificates (i.e., DI and DII as applicable) and will receive pay based on all Water Distribution certificates which are not required for their position.]	$150 per month
	State of California Water Treatment Certification Grade I – II [*note: employees who hold a TII will receive credit for both the TI and TII and will receive pay based on all Water Treatment certifications which are not required for their positions.]	$150 per month
	AWWA Backflow Prevention Tester	$150 per month
	Cross Connection Specialist	$150 per month

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Facilities	USEPA Section 608 Core Technician (HVAC) Certification	$100 per month
Trees	Arborist ISA Tree Climber	$150 per month $100 per month
Parks	Certified Playground Safety Inspector (CPIS) from National Recreation and Park Association	$100 per month
Streets	Welding Certificate	$50 per month
Fleet	Class A Commercial Driver's License	$50 per month
Communications	POST Intermediate and POST Advanced Certificates [*note: employees who have an Advanced POST Certificate will receive credit for Intermediate POST]	$150 per month
Building	Building Inspector I: Commercial I.C.C. Building Inspector (B2) certificate; Residential or Commercial I.C.C. Plumbing (P1 or P2), Electrical (EI or E2), or Mechanical (M1 or M2) Inspection Certificates Building Inspector II: Commercial I.C.C. Plumbing (P2), Electrical (E2), or Mechanical (M2) Inspection Certificates	$100 per month for each certificate $100 per month for each certificate

7.12.3 Certification Pay

Effective the first full pay period following July 1, 2027, Certification Pay will be made for a maximum of $300 per month.

Certificate pay must be approved by the employee's Department Head and Human Resources. The employee shall be responsible for submitting the proper paperwork showing they have a valid certificate in a timely fashion and for providing proof that they continue to hold the certification on an annual basis. Certificate pay shall be effective on the first full pay period after the submittal has been accepted by the City.

Employees may use tuition reimbursement to pay for coursework for non-required certificates.

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ARTICLE 8: HOURS AND OVERTIME

8.1 Hours of Work

8.1.1 Regular Work Schedules

a. The regular work schedule for all employees except those on an alternate work schedule such as a 4/10, or 9/80 schedule, shall consist of forty (40) hours within a seven (7) day work week and is five consecutive days served in units of eight (8) hours. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 p.m.

b. A 4/10 work schedule shall be four (4) days served in units of ten (10) hours within a seven (7) day workweek. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 p.m.

c. A 9/80 work schedule shall be nine (9) days served in one (1) unit of eight (8) hours and eight (8) units of nine (9) hours over a two week pay period. For this schedule, the workweek shall begin exactly four (4) hours after the start time of the day of the week which is each employee's regular alternate day off.

   For example, an employee who works Monday through Thursday with alternate Fridays off would have the following work weeks depending on their regular Friday start time:

Regular Friday Start Time	Workweek Begins
7:00 a.m.	Friday at 11:00 a.m.
8:00 a.m.	Friday at 12:00 p.m.
9:00 a.m.	Friday at 1:00 p.m.

d. Dispatch may also work a twelve (12) hour schedule, which shall either be
   (i) seven (7) days served in six (6) units of twelve (12) hours and one (1) unit of eight (8) hours over a pay period, or
   (ii) seven (7) units of twelve (12) hours worked over a pay period.

   In each of these schedules, the workweek shall begin at the mid-point of the day of the week which is each employee's regular alternate day off (i.e., the middle of the 8-hour day or the alternating 12-hour day).

8.1.2 Changes in Work Schedules

a. Temporary changes in schedule – Public Works

   When the City temporarily reassigns an employee in the Public Works Department, including Menlo Park Municipal Water employees, to work a

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schedule outside of their regularly assigned work hours, the employee will receive a differential of five percent (5%) for that portion of the reassigned schedule which falls outside of their normal work hours.

For example, if an employee whose normal work schedule begins at 7 a.m. and ends at 3:30 p.m. is reassigned to work from noon until 8:30 p.m., the employee will receive a five percent (5%) differential on the hours from 3:30 p.m. until 8:30 p.m. Temporary changes in schedules will be related to a specific project.

b. Part-time Employees

(i) Employees who work less than the regular week and day as set forth above shall be designated as part-time and shall have hours scheduled by the appropriate supervisor and approved by the City's Human Resources Director.

(ii) The City shall provide at least two (2) hours' notice when canceling a shift for a Temporary employee. If the City fails to provide two (2) hours' notice to the employee, the employee will be entitled to pay for the difference between two (2) hours and the actual notice provided. For example, an employee notified of a cancellation thirty (30) minutes before the start of their scheduled shift will be paid one (1) hour and thirty (30) minutes.

8.1.3 Lunch Periods

All employees working a work shift of six (6) hours or more, except Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, and Code Enforcement Officers shall observe an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the Department Director. When required by the needs of the department, or requested by the employee and authorized by the Department, Communications Officers, City Service Officers assigned to patrol or daytime parking enforcement, Community Service Officers, and Code Enforcement Officers shall take an "on duty" lunch period which shall be counted as time worked.

Employees assigned to a shift of at least five (5) but fewer than six (6) hours may request to observe a regularly scheduled unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes, which shall not be unreasonably denied. Lunch periods shall be scheduled with the approval of the Department Director or designee.

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8.1.4 Rest Periods

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

8.2 Overtime

8.2.1 Definition

a. Overtime for employees is defined as any time worked in excess of forty (40) paid hours in any work week as defined in section 8.1.1.

b. For Communications Officers, overtime shall also include any hours worked outside their normally assigned shift.

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

8.2.2 Modified Schedules

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

8.2.3 Overtime

Overtime may be assigned on a required basis or requested by the employee and approved by the Department Director. Overtime shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay or in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, at the employee's option except when the employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime.

The parties agree to meet and confer over ways to address the constructive receipt issue with regard to compensatory time, with a goal of implementing changes no later than November 2017.

8.2.4 Compensatory Time

An employee may accumulate a maximum of one hundred sixty (160) hours of compensatory time. Compensatory time may be used when the services of an employee are not needed for the efficient functioning of their department, and

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must be approved in advance by the Department Head. Once an employee has reached the limits of compensatory time in this section they shall receive cash at the overtime rate for all overtime worked.

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

8.3 Work Schedule

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

ARTICLE 9: UNIFORMS

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

9.2 Communications Dispatchers, Lead Communications Dispatchers, Senior Communications Dispatchers, Records Personnel, Community Service Officers, Parking Enforcement Officers, and the Property & Court Specialist shall upon initial appointment be provided required uniforms as determined by the Chief of Police

Communications and Records Personnel shall be paid an annual uniform allowance of Eight Hundred Dollars ($800.00) to be used for the purchase and maintenance of uniforms.

Community Service Officers, Code Enforcement Officers, Parking Enforcement Officers, and the Property & Court Specialist shall be paid an annual uniform allowance of One Thousand and Forty Dollars ($1,040.00) to be used for the purchase and maintenance of uniforms.

The uniform allowance will be paid pro-rata on a bi-weekly basis.

If an employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance for that period.

The City will provide uniform jackets and rain gear for Community Service Officers and Parking Enforcement Officers whose work is primarily outdoors. Jackets that are worn or damaged in the course of work will be routinely replaced by the City. It will be the employee's obligation to replace lost or misplaced jackets.

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

9.3 On presentation of appropriate receipts, the City shall reimburse employees who are required by the City to wear safety shoes/boots for up to Four Hundred Dollars ($400) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Shoe repair and resoling are reimbursable under this provision. Shoes/boots purchased under this provision are for the use of the employee exclusively. So long as all required documents are submitted, reimbursements will be processed within two (2) pay periods following supervisory approval. The City will evaluate the potential for a voucher system to replace the current reimbursement system.

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

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

9.6 The City shall reimburse Equipment Mechanics in the Maintenance Division who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools that the employee selects to purchase, or for tools required to be added to the inventory in order to carry out their duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The reimbursement shall be administered in accordance with Maintenance Division policy. Effective July 1, 2016, the City shall reimburse a maximum of one thousand six hundred dollars ($1,600.00) per fiscal year.

9.6.1 Tool Inventory

To qualify for reimbursement pursuant to paragraph 9.6.3 below, Equipment Mechanics must provide an inventory of tools which are maintained on City property. The inventory must include the following for each tool: (1) manufacturer and part number (2) approximate purchase date; and (3) a photo of the tool.

9.6.2 The City will cover the replacement of inventoried tools and equipment which are lost on City property due to (1) theft or (2) damage due to normal wear and tear (e.g., accident or fire). Tools left on City property must be properly secured when not in use. No reimbursement will be permitted for loss or damage attributable to the negligence or willful misconduct of the employees.

9.6.3 Requests for replacement tools will be made through the normal tort claim process.

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ARTICLE 10: HOLIDAYS

10.1 Fixed Holidays

Except as otherwise provided, full-time and part-time benefitted employees within the representation unit shall have the following fixed holidays with pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

10.1.1 Except for Communications Dispatchers, Senior Communications Dispatchers, and temporary employees, in the event that any of the aforementioned days, except December 24, falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday. In the event that December 24 falls on a Sunday, then the preceding Friday shall be considered a holiday. These dates may be altered for employees on an alternate work schedule (for example, the Day after Thanksgiving holiday may be recognized on the Wednesday before Thanksgiving for employees on a 9/80 work schedule).

Bargaining unit members in the Communications Dispatcher and Senior Communications Dispatcher classifications, and temporary employees (regardless of classification), shall observe holidays on the actual date of the holiday.

10.1.2 Pay for Fixed Holidays

All full-time employees shall be paid eight (8) hours pay at their regular straight time base hourly rate for all fixed holidays as defined herein. All part-time benefitted employees shall be entitled to holiday leave with pay for the number of hours each holiday based on the number of hours per week such part-time benefitted employee is indefinitely assigned to work in the employee's regularly scheduled part-time position. An employee who is scheduled to work on a fixed holiday, and who does not work shall use vacation or other appropriate paid/unpaid leave to make up any difference

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between the holiday and their regularly scheduled shift. An employee will not be paid for more than their regular day's pay for any holiday when they do not work.

Pay for fixed holidays may not be taken as compensatory time off.

10.1.3 Work on Fixed Holidays

a. Except for Communications Dispatchers and Senior Communications Dispatchers, any full-time employee required to work on a fixed holiday shall be paid time and one-half for such work in addition to their holiday pay. Work on a fixed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time.

b. Except for Communications Dispatchers and Senior Communications Dispatchers, any part-time employee (including temporary employees) required to work on a fixed holiday shall be paid time and one-half for such work in addition to their holiday pay. Work on a fixed holiday beyond the number of hours in a regular shift shall be compensated at time and one-half.

   Part-time Communications Dispatchers shall be treated the same as full-time employees with regard to double time pay on a holiday.

   For temporary employees, the fixed holiday shall be the actual date of the holiday (not the date recognized by the City).

c. Bargaining unit members in the Communications Dispatcher and Senior Communications Dispatcher classifications required to work on a fixed holiday shall be paid as follows:

   1. Holidays on Employee's Regular Workday

      A Communications Dispatcher or Senior Communications Dispatcher required to work on a fixed holiday which falls on their regular workday shall be paid time and one-half for such work in addition to their regular pay. Work on a fixed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time. Employees who work their regular shift on a fixed holiday shall not receive additional holiday pay.

      Example 1, if a Communications Dispatcher works a full (10-hour) shift on a holiday which falls on their regular workday, they would be paid a total of 25 hours (10 hours plus 10 hours at time and one half).

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Example 2, if a half-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on their regular workday (scheduled 5 hours), they would be paid a total of 22.5 hours [5 hours plus 5 hours at time and one half (for the 5 hours of their regular shift) plus 5 hours at double time (for time beyond their regular shift).]

2. Holidays on an Employee's Regular Day Off

A Communications Dispatcher or Senior Communications Dispatcher required to work on a fixed holiday on their regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay (pro-rated for part-time benefitted employees).

For example, if a full-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on their regular day off, they would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time).

10.1.4 A full-time employee who is regularly scheduled to work more than eight (8) hours on a holiday may make up the additional hours using vacation, compensatory time, floating holiday time, or unpaid time. In addition, with the approval of their supervisor, and subject to the operational needs of the City, an employee may work additional straight time hours during the same workweek to make up the difference.

A part-time benefitted employee who is regularly scheduled to work on a holiday for more hours than they receive in holiday time may use vacation, compensatory time, floating holiday time, or unpaid time to complete their regularly scheduled workweek. In addition, with the approval of their supervisor, and subject to the operational needs of the City, an employee may work additional straight time hours during the same workweek to make up the difference. [For example, an employee who is regularly scheduled to work twenty (20) hours per week receives four (4) hours of holiday pay for the July 4 holiday but is scheduled to work six (6) hours on the day the holiday is observed. The employee may use two (2) hours of vacation to complete their regular workweek.]

10.1.5 The City Manager, or designee, may close individual worksites or all non-essential City operations on non-City holidays (for example, during the week between Christmas and New Year's). In that event, affected employees shall be encouraged to take time off; however, it shall not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period.

Employees who choose to work on a City closure day may be assigned to perform duties outside of their normal job duties. Any assigned duties must be

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reasonable in nature. For example, a Public Works employee may be assigned to perform clerical duties such as file review in City Hall. However, a clerical employee may not be assigned to operate heavy machinery (e.g., a chain saw).

The City Manager will notify employees of any closure between Christmas and New Year's on or before the fourth Thursday in November immediately preceding the closure.

10.2 Floating Holiday Time

10.2.1 Day of Reflection and Holiday Closure

The first pay period of the calendar year, each full-time benefitted employee shall be credited with a total of thirty-four (34) floating holiday hours in recognition of the holiday closure and the Day of Reflection in recognition of holidays of individual and community importance. Part-time benefitted employees and employees hired after the first pay period of the year shall receive a pro-rated amount of floating holiday hours based on their appointment (e.g., 20-hour employee would receive half the floating holiday hours of a full-time employee, or 17 hours) or the proportion remaining in the calendar year.

10.2.2 Use of Floating Holidays

The following conditions will apply to floating holidays:

10.2.2.1 Employees shall request a floating day off in accordance with normal vacation time off request procedure.

10.2.2.2 Floating days off must be used during or prior to the end of the last full pay period (usually pay period twenty-six (26)) of the year in which it was credited or be forfeited.

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

10.2.2.4 Floating holiday balances remaining at the time of separation will be forfeited.

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ARTICLE 11: VACATIONS

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

11.1.1 For full-time employees:

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

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

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

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

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

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

11.2 Maximum Accrual

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

11.3 Scheduling

The Department Head shall determine the vacation schedule considering the needs of the department, specifically with regard to the employee's assigned duties and the employee's desires. Use of vacation is subject to the advanced approval of the Department Head or designee. Any and all vacation granted pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Vacation time requested shall not be unreasonably denied.

11.4 Payment on Separation

Accrued vacation time up to the maximums described in Section 11.2 above shall be paid to an employee permanently separated from City service.

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11.5 Vacation Cashout

An employee may cash out vacation leave in accordance with the Vacation Cashout Policy, attached hereto as Appendix E.

11.6 Illness During Scheduled Vacation

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

a. The employee otherwise qualifies for sick leave as provided by this Agreement and has sufficient sick leave to cover the period; and,

b. The employee's illness or injury is verified by a statement from an accredited medical doctor for each such day of illness for which leave is requested.

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

ARTICLE 12: LEAVE PROVISIONS

12.1 Sick Leave

12.1.1 Accrual Rates

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

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

12.1.2 Use of Sick Leave

Sick leave shall be allowed and used in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons. Up to six (6) days per year of sick leave may be used in cases of actual sickness or disability, medical or dental treatment of members of the employee's immediate family.

If an employee is scheduled to work on a designated City holiday, and subsequently calls in sick, the employee shall not receive holiday pay.

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12.1.3 Abuse Enforcement

The City shall be obligated to monitor all sick leave use, and shall take appropriate actions to ensure that benefits are paid out only for use as authorized in Section 12.1.2.

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

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

12.1.4 Compensation for Accumulated Sick Leave

12.1.4.1 Resignation

A resigning employee, who was hired into the unit prior to May 4, 2010, and who has fifteen (15) or more years of continuous service shall receive compensation for up to fifteen percent (15%) of their accumulated sick leave balance up to a maximum of five hundred (500) hours. Such compensation shall be based on the employee's rate of pay on their last day paid service to the City.

12.1.4.2 Retirement

An employee who was hired into the unit prior to May 4, 2010 and who retires under PERS from the City may elect to receive cash compensation for fifteen percent (15%) of their accumulated sick leave balance, up to a maximum of one thousand three hundred and sixty (1,360) hours, based upon the employee's rate of pay on their last day of paid service to the City, or may convert their sick leave balance, up to a maximum of one thousand three hundred and sixty (1,360) hours, to retirement health credits at the rate prescribed in Section 12.1.4.3. Employees may combine any of the above two options.

12.1.4.3 Retirement Health Credit Conversion

An employee who was hired into the unit prior to May 4, 2010, and who has a minimum of five (5) years of continuous service who elects to convert accumulated sick leave to retirement health credits

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upon retirement from the City may do so under the following schedule:

Five (5) years of service to fifteen (15) years of service: eight (8) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit;

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

Over twenty (20) years of service: three (3) hours of sick leave for each retirement health credit, with any remainder being rounded to the next higher credit.

If this election is made, the retirement health credit calculated shall not exceed the highest HMO health plan premium as may be in effect at such time such credit is applied. Election shall be made at the time of retirement.

12.1.4.4 Layoff

An employee who was hired into the unit prior to May 4, 2010, and who has been laid off may select as compensation for accumulated sick leave one month of paid health insurance for each unit of retirement health credit. After the health insurance benefit paid under Section 5.8.1 has been exhausted, up to a maximum of forty-eight (48) hours of the accrued sick leave balance may be converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave with any remainder being rounded to the next higher credit.

12.1.5 Double Coverage

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

12.1.6 Family Coverage

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

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12.1.7 Transfer of Sick Leave for Catastrophic Illness

Transfer of sick leave for catastrophic illness is designed to assist employees who have exhausted sick leave due to a catastrophic illness, injury or condition of the employee. This policy allows other employees to make voluntary grants of time to that employee so that they can remain in a paid status for a longer period of time, this partially ameliorating the financial impact of the illness, injury or condition.

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

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

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

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

12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond forty-five (45) calendar days, the City will ensure continued payment to the employee at 66.67 percent of salary, up to a maximum as provided in the long-term disability policy. The amounts paid shall be less any payments received from either Workers' Compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the employee will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits, providing that the employee continues to pay the employee share of the benefit cost, where applicable. Accrued leave earned shall only continue for periods during which the employee is utilizing accrued leave time. At the

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end of 365 calendar days from the date of illness or injury or unless previously retired, should they not be able to return to work, the employee will be permitted to continue to participate in City paid health insurance, AD&D, dental and life insurance benefits. However, the employee will be required to pay 100% of any premiums.

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

12.3 Personal Business Leave

12.3.1 An employee shall be entitled to a maximum of three (3) days per calendar year for Personal Business Leave without loss of pay. Such leave shall be deducted from accrued sick leave.

12.3.2 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this MOU.

12.3.3 A employee shall notify the Department Head two (2) days before taking this leave, unless an emergency exists which prohibits the employee from providing such advance notice.

12.3.4 Personal Business Leave may only be used for personal business of urgent and compelling importance, and may not be used for recreational purposes, extension of holidays or vacation, work stoppages, or for matters of purely personal convenience.

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

12.4 Leave Without Pay

12.4.1 Vacancies created as a result of leave without pay may be filled by temporary or provisional employees.

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

12.4.3 Requests for leaves of absence without pay must be written and submitted to the department director and Human Resources. The Human Resources

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

12.5 Jury Duty and Subpoenas

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

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

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

12.6 Military Service and Civilian Deployment Leave

Leaves of absence for military service, or for civilian deployments covered by USERRA, shall be granted and compensated in accordance with all applicable laws. Employees entitled to leave under this section shall give the appointing power an opportunity, within the limits of applicable regulations, to determine when such leave shall be taken.

12.7 Bereavement Leave

An employee shall be allowed regular pay for not more than three (3) working days when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to: spouse, registered domestic partner children (including step-children), parent (including step-

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parent), parent-in-law, sibling (including step-sibling), grandparent, grandchild, or dependent of the employee.

Employees may take up to two (2) additional days off per instance of bereavement (as defined above) using the employee's eligible leave banks.

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

12.8 Maternity and Parental Leave

Employees are entitled to leaves of absence for maternity, parental bonding, and pregnancy-related disability. All such leave of absence shall be granted and compensated in accordance with state and federal laws covering these topics, including the California Family Rights Act.

12.9 Miscellaneous Leave Provisions

12.9.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, shall not be included in determining seniority.

12.9.2 At the conclusion of a leave of absence an employee shall be returned to an equivalent position within their classification.

12.9.3 For any unpaid leave of absence the employee may elect to continue insurance coverage for up to the duration of their leave of absence at their own expense.

12.9.4 For any paid leave of absence, all benefits continue to accrue.

12.9.5 The Human Resources Director or designee will designate the specific beginning and ending dates to meet the needs of the employee and the City, which shall not be less than four weeks nor exceed one unpaid year.

12.9.6 At the conclusion of a leave of absence for any disability the employee may be required to submit a physician's statement certifying that they are medically qualified to resume work.

12.9.7 Use of unpaid leave is subject to the advanced approval of the Department Director or designee and Human Resources. Any and all unpaid leave granted pursuant to this Article shall be granted at time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, division or work group. Leaves shall not be unreasonably denied.

12.9.8 All provisions of this Article shall be administered in conformance with all Federal and State Laws.

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12.10 Educational Leave and Tuition Reimbursement

12.10.1 The City shall contribute Eleven Thousand and Two Hundred Dollars ($11,200.00) annually on July 1st of each year to an educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books, lab fees and equipment, and curriculum fees incurred by a full-time or part-time benefitted employee, to a maximum of One Thousand Dollars ($1,000.00) per fiscal year, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Parking fees or non-mandatory health fees related to enrollment will not be included.

Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. Employees must attach a final grade of "C" or better for both undergraduate and graduate work. The employee may not elect to take a "pass/fail" grade if the letter system of grading is offered. Courses providing a "pass/fail" must achieve a "pass" to qualify for reimbursement. Funds expended on tuition reimbursement will be subject to appropriate IRS regulations.

Employee requests for tuition reimbursement will be granted in the order they are received.

12.10.2 The Parties agree to establish a pilot program to allow Temporary employees who have (a) worked for the City for at least six (6) months and (b) are regularly scheduled to work at least twenty (20) hours per month, to participate in the Tuition Reimbursement Program during the term of this MOU.

Temporary employees who qualify for the pilot program may seek reimbursement for the full amount of reimbursement (up to a maximum of Five Hundred Dollars ($500.00) per fiscal year) and must satisfy all requirements set forth in Section 12.10.1.

In the event that there are unused funds remaining in the educational leave and tuition reimbursement fund on June 30 of any year, and once all full-time and part-time benefitted employees have exercised their rights under 12.10.5, temporary employees who present appropriate receipts verifying expenditures in excess of Five Hundred Dollars ($500.00), for items which are reimbursable under this Section, shall receive a pro rata share of those remaining funds not to exceed the actual amount of the difference between the actual expenditure and Five Hundred Dollars ($500.00) up to a maximum of Two Thousand Dollars ($2,000.00). These requests for additional reimbursement must be received by the City no later than July 15 of that year.

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12.10.3 Employees wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

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

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

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

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

13.1.1 The City shall continue the existing flexible benefits plan through the term of this Agreement.

13.1.2 The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.

13.1.3 The City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

$3,039.03 per month - family coverage
$2,337.71 per month - two-person coverage
$1,168.86 per month - single coverage

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[EXAMPLE: If the PEMHCA minimum contribution is $162.00, then the City shall make a flexible benefits plan contribution of $2,877.03 per month for family coverage, $2,175.71 per month for two-person coverage and $1,006.86 per month for single coverage.]

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367.00 per month. Effective January 1, 2018, this amount is no longer contributed through the flexible benefits plan.

13.1.4 For the plan year beginning January 1, 2027, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

$3,115.00 per month - family coverage
$2,396.16 per month - two-person coverage
$1,198.08 per month - single coverage

13.1.5 For the plan year beginning January 1, 2028, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2026 to February 2027. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4.0%) (i.e., CPI 2.0-4.0%).

13.1.6 For the plan year beginning January 1, 2029, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the contributions in Section 13.1.5 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2027 to February 2028. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4.0%) (i.e., CPI 2.0-4.0%).

13.1.7 Consistent with applicable laws and regulations, each employee may use their allocated amount for any benefits permitted by law and provided for in the flexible benefit plan document. The plan document will be amended to eliminate cash distributions, and to add employee-paid "buy up" of vision benefits. If possible the City will also add an employee-paid short term disability plan such as AFLAC.

13.1.8 Employees hired into the unit prior to May 4, 2010, who have at least ten (10) continuous years of permanent service with the City and who retire under PERS shall be reimbursed by the City at the rate of one hundred dollars ($100.00) per

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month (in addition to the minimum employer contribution contained in 13.1.2) toward the retiree's employee only health care premium once the employee has exhausted the sick leave conversion to retiree health credits under Section 12.1.4.3.

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

13.1.9 For part-time benefitted employees who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.3, 13.1.4, 13.1.5 and 13.1.6.

13.1.10 Employees whose medical insurance premium costs exceed the combined allocation available through the cafeteria plan and Section 13.1.2 shall have the excess cost of their medical premiums paid with before-tax compensation through a premium conversion plan.

13.1.11 Each full-time employee must enroll in an available health insurance plan or demonstrate that they have health insurance coverage in order to waive coverage.

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

13.1.13 The parties share an interest in addressing the increase in the cost of PEMHCA benefits. The City shall meet and confer with the Union prior to contracting with the alternative provider, consortia or group. However, the Union will have the option to remain in the PEMHCA program.

13.1.14 Effective July 1, 2017, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of regular rate for overtime purposes. In the event that a court issues a final decision holding that Cash-in-Lieu of Medical Coverage payments do not need to be included in the regular rate, the City will cease including Cash-in-Lieu in the regular rate.

13.2 Dental Insurance

13.2.1 The City shall pay the full cost for Dental Insurance administered by Delta Dental or an equivalent third party administrator up to the annual maximums described in the summary plan description.

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13.2.2 Dental Benefits will be provided as described in the summary plan description.

13.3 Vision

The City shall pay the full cost for fully insured Vision Insurance provided by VSP, or an equivalent insurance provider, providing vision benefits as described in the summary plan description.

13.4 Employee Assistance Program

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

13.5 Life Insurance

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

13.6 Commuter Benefits

The City currently participates in the GoPass program and purchases passes for a fixed number of users, based on the number of full-time City employees.

To the extent permitted by the GoPass program, and after maintaining a sufficient number of passes for anticipated new hires, the City will make unused GoPasses available to temporary bargaining unit employees on a first-come, first-served basis.

GoPasses are only available to current City employees and will be revoked upon separation from employment.

ARTICLE 14: RETIREMENT

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

14.2 Retirement benefits for employees hired by the City prior to February 12, 2012, shall be those established by the Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

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

14.4 For new employees, as defined by CalPERS, hired on or after January 1, 2013, retirement benefits shall be those established by the California Public Employees'

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Retirement System (CalPERS) for Miscellaneous Members 2.0% at age 62 formula, highest three years.

14.5 The full unit member's contribution shall be deducted from the unit member's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

14.6 The City and Union have entered into a cost-sharing agreement whereby the City and members shared increases in the employer rate above a baseline rate of 14.597%. Over time, that rate has risen so that employees were paying 6.67% of the City's contribution ("Member-Paid-City Contribution") as of July 1, 2022.

The City and Union have agreed to freeze the Member-Paid City Contribution at 6.67% as of June 30, 2023.

Effective July 1, 2023, the Member-Paid Employer Contribution was reduced to 2.67%.

Effective July 1, 2024, the Member-Paid Employer Contribution was reduced to zero.

ARTICLE 15: GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

15.1 Definitions

15.1.1 A grievance is an alleged violation, misinterpretation or misapplication of the provisions of this MOU, policy and/or procedure manuals affecting the working conditions of the employees covered by this Agreement.

15.1.2 A "disciplinary appeal" is an appeal from a disciplinary action of a Letter of Reprimand or higher, against a full-time or part-time benefitted employee covered by this MOU.

15.1.3 A "grievant" is any employee adversely affected by an alleged violation of the specific provision of this MOU, or the Union.

15.1.4 A "day" is any day in which the City Hall of Menlo Park is open for business.

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

15.2 General Provisions

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

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

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

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

15.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants.

15.2.6 Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party's choice.

15.2.7 Any unit member may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.

15.2.8 Failure of a unit member to file a grievance over an adverse action which constitutes a "grievance" as defined herein shall not constitute a waiver of other unit members' rights to file future grievances involving the same or similar adverse actions.

15.2.9 The City and Union may agree to consolidate grievances at Level III and beyond.

15.2.10 All written responses by Management regarding a grievance shall be sent to the grievant, designated union steward, and the Union.

15.3 Grievance Procedure (for grievances as defined in 15.1.1)

Grievances will be processed in accordance with the following procedures.

15.3.1 Level I - Informal Resolution/Immediate Supervisor

15.3.1.1 Any unit member who believes they have a grievance shall present the grievance orally to the immediate supervisor within ten (10)

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

15.3.2 Level II - Department Director

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

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

b) a listing of the provisions of this MOU which are alleged to have been violated;

c) a listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and

d) a listing of specific actions requested by the grievant of the City which will remedy the grievance.

15.3.2.2 The Department Director or designee shall communicate the decision to the grievant in writing within ten (10) days after receipt of the grievance. If the Department Director or designee does not respond within the time limits, the grievant may appeal to the next level.

15.3.2.3 With the concurrence of the City, an employee or the Union may choose to file the formal grievance initially at Level II (the Department Director) instead of Level I.

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

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15.3.3 Level III - Appeal to City Manager

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

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

15.3.4 Level IV - Arbitration

15.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level III, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated. The Union and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving City employees and who are members of the National Academy of Arbitrators (NAA). Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

15.3.4.2 If either the City or the Union so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 15.3.5.1.

15.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

15.3.4.4 The City and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties.

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The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or impose any limitations or obligations not specifically provided for under the terms of this MOU. The arbitrator shall be without power or authority to make any decision that requires the City or the administration to do an act prohibited by law.

15.3.4.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their findings and award.

15.3.4.6 The arbitrator shall make a final and binding determination.

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

15.4 Disciplinary Appeals

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

15.4.2 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation. Letters of Reprimand may be appealed under this section only to the City Manager level (Section 15.4.4).

15.4.3 Any appeal to any punitive disciplinary action (as defined in Section 15.1.2) shall be presented in writing to the City Manager within ten (10) days after receipt of the Notice of Disciplinary Action. Failure to do so will be deemed a waiver of any appeal. The City Manager or designee shall hold a meeting to hear the appeal within ten (10) days after the presentation of the appeal and shall issue a decision on the appeal within ten (10) days of the presentation of

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the appeal. For letters of reprimand, the City Manager's decision shall be final. However, the employee may write a response and have that response included in their personnel file.

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

15.4.5 The parties shall attempt to agree to the selection of an arbitrator and may agree to strike names from a list provided by an outside agency such as the State Mediation and Conciliation Service. However, in the event that the City and the Union cannot agree upon the selection of an arbitrator within forty-five (45) days from the date that Union has notified the City of its intent to proceed to Arbitration, either party may request the Superior Court of the County of San Mateo appoint an arbitrator who shall be a retired judge of the Superior Court of San Mateo County.

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

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

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

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ARTICLE 16: EFFECT ON EXISTING PRACTICES

16.1 Changes in Personnel Rules and Department Regulations

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

16.2 Effect of Agreement

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

16.3 Existing Practices

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

16.4 Waiver Clause

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

ARTICLE 17: NONDISCRIMINATION

17.1 The parties agree that they, and each of them, shall not discriminate against any employee on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender, gender identity, gender expression, medical condition, physical or mental disability, genetic information, reproductive health decision-making, military and veteran status, or any other status protected by California or federal law. The parties further agree that this Section shall not be subject to the Grievance Procedure provided in this Agreement. However, any individual, including a representative of the Union, may bring forth a complaint of discrimination and/or harassment on behalf of an employee.

17.2 The parties agree that they, and each of them, shall not discriminate against any employee because of membership or lack of membership in the Union, or because of any authorized activity on behalf of the Union. The parties further agree that this Section may be subject to the Grievance Procedure provided in this Agreement.

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ARTICLE 18: MANAGEMENT RIGHTS

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

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

18.1.2 The City has the sole and absolute right to determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on work load and safety and any other matter within the scope of representation;

18.1.3 The City has the sole and absolute right to determine methods of financing;

18.1.4 The City has the sole and absolute right to determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;

18.1.5 The City has the sole and absolute right to determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;

18.1.6 The City has the sole and absolute right to make all decision relating to merit, necessity or organization of City Service;

18.1.7 The City has the sole and absolute right to discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable laws;

18.1.8 The City has the sole and absolute right to establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;

18.1.9 The City has the sole and absolute right to take necessary actions to carry out its mission in emergencies; and

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18.1.10 The City has the sole and absolute right to exercise complete control and discretion over its organization and the technology of performing its work.

18.1.11 The City has the sole and absolute right to take any and all steps necessary to discharge the City's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the City as required by law on such safety issues so long as such actions do not prevent the City from discharging these responsibilities.

18.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

18.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

ARTICLE 19: CONCERTED ACTIVITIES

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

19.2 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the City, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs City operations by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with City operations by any other non-unit employees or members of other employee associations or groups.

19.3 Furthermore, the Union agrees that the provisions in this Article 19 are enforceable by the City in a Court of law. The City may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.

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19.4 It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the City Council.

19.5 Nothing herein shall be deemed to limit the remedies available to the City in dealing with concerted activities as described hereinabove.

ARTICLE 20: SEPARABILITY

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

ARTICLE 21: DISCIPLINARY ACTION

21.1 For just cause, the City has the right to discipline, including suspend, demote, or discharge permanent employees for unsatisfactory work or conduct.

21.2 Non-probationary employees whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion or discharge. Reprimands shall not be subject to the arbitration provisions of Article 15.4, Disciplinary Appeals.

21.3 A Notice of Intended Discipline (NOID) must be in writing and served on the employee in person or by registered mail prior to the disciplinary action becoming effective. The Chief Steward of the Chapter and the Union shall also be given a copy unless the employee submits a written request to Human Resources that the Notice of Intended Discipline not be forwarded to the Union. The Notice of Intended Discipline must be filed on a timely basis with the Human Resources Department. The Notice of Intended Discipline shall include:

21.3.1 Statement of the nature of the disciplinary action;

21.3.2 Statement of the reasons for the proposed action;

21.3.3 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based; and

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21.3.4 Copies of any documents or other items of evidence upon which the intended disciplinary action was fully or in part based.

21.3.5 In cases of demotion, discharge, or suspension of employees in permanent status at the time of the discipline, the Notice of Intended Discipline shall include a statement of the employee's right to respond, either orally, at a meeting requested by the employee, or in writing. The opportunity to respond shall be afforded prior to the action becoming effective, but the employee must respond no later than five (5) days after receipt of notice of intended disciplinary action. A conference, if requested, shall be scheduled and held as soon as possible but in no event later than thirty (30) days after receipt of notice of intended disciplinary action.

ARTICLE 22: TRANSFER

22.1 Definition

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

22.2 Voluntary Transfers as a Result of Posting and Filling Vacancies

22.2.1 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position to which an employee is not assigned or which is not committed for purposes of leaves, unresolved administrative transfers, or layoffs.

22.2.2 A list of vacant positions shall be provided to the Union every other month at the Labor Management Committee.

22.2.3 The request for transfer will be sent to the Human Resources with a copy to the Department Director. A conference shall be held at the request of the employee or Human Resources in order to discuss the request.

22.2.4 For purposes of selection between two or more employees requesting transfer to a vacant position, the City shall consider the training experience, competencies, length of service in the City, past evaluations, and qualifications of each employee.

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

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

22.3 Administrative Transfers

22.3.1 An administrative transfer may be initiated by the Human Resources Director or their designee and shall be based exclusively on the work related special needs of the City and/or welfare of the employees involved and will not be for punitive or capricious reasons.

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

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

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

22.4 Length of Service Defined

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

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

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ARTICLE 23: SAFETY

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

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

ARTICLE 24: CONTRACTING SERVICES

The City shall notify the Union at least sixty days in advance of the effective date of the proposed action to contract services and shall, upon request, meet and confer with the Union regarding the contracting out of any work to an independent contractor which results in the elimination of a filled bargaining unit position, layoff, or permanently reduces the hours worked by a member of the unit. This provision would also apply if a position was frozen and contract services used to fill the position for more than one annual budget cycle. This provision is not intended to expand upon or contract any rights or obligations already granted or imposed by law. This provision does not mean that the Union is agreeing in advance to anything other than to meet and confer.

ARTICLE 25: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including June 30, 2029, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than January 30 of any year, and no later than March 30 of any year, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

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

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ARTICLE 26: TEMPORARY EMPLOYEES

26.1 Temporary Employees

The parties agree to include temporary employees who meet the following conditions in the bargaining unit represented by SEIU:

(a) Regularly assigned to work at least two hundred eight (208) hours per fiscal year;
(b) Who is not (1) a City Council member, (2) a police reserve or other temporary staff assigned to public safety functions, (3) not working in a classification contained in another bargaining unit; and
(c) Who is appointed in a position listed in the "Temporary Employee Positions" section of Appendix A.

26.2 Appointment Type/Termination

The City and union agree that temporary employees have "at will" employment status and that either the employee or the City is entitled to end the employment relationship at any time, with or without cause.

Temporary employees will be notified in writing of the reasons for their termination. A terminated employee may, within ten (10) days of receipt of the Notice of Separation, request a meeting with the Department Head to allow the employee to provide explanatory or mitigating information. The employee may, upon request, be accompanied by a Union representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action. If the Department Head determines it is appropriate to reinstate the employee, they will notify the employee in writing. Termination shall not be subject to the grievance procedure and there shall be no appeal.

26.3 Applicable Provisions

The following MOU provisions shall apply to temporary employees. Any provisions not identified below are not applicable to temporary employees. Except as provided by law, or as otherwise set forth in this MOU, temporary employees are not eligible for any benefits not specifically referenced in this Article.

- Preamble
- Article 1 Recognition
- Article 2 Union Security
- Article 3 Representation
- Article 4 Definitions
- Article 6 Personnel Actions (limited to the following):
    - Section 6.2 Performance Evaluation
    - Section 6.4 Personnel Files
    - Section 6.5 Promotional Opportunities

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- Article 7 Pay Rates and Practices (limited to the following):
  - Section 7.1 Overall Wage Adjustments
  - Section 7.3.2 Application of Rate – Temporary Employees
  - Section 7.5 Bilingual Differential (hourly rate)
  - Section 7.8 Rest Period Following Emergency Work
  - Section 7.10 Night and Weekend Differential
- Article 8 Hours and Overtime (limited to the following):
  - Section 8.1 Hours of Work
  - Section 8.2 Overtime (excluding Section 8.2.4 Compensatory Time)
- Article 10 Holidays (limited to the following):
  - 10.1.3 Work on Fixed Holidays
- Article 12 Leaves (limited to the following)
  - Section 12.1.7 Transfer of Leave for Catastrophic Illness
  - Section 12.6 Military Leave
  - Section 12.7 Bereavement Leave
  - Section 12.10 Educational Leave and Tuition Reimbursement
- Article 13 Benefit Programs (limited to the following):
  - Section 13.6 Commuter Benefits
- Article 16 Effect on Existing Practices
- Article 17 Nondiscrimination
- Article 18 Management Rights
- Article 19 Concerted Activities
- Article 20 Separability
- Article 23 Safety
- Article 24 Contracting Services
- Article 25 Term of Agreement

26.4 Paid Time Off (PTO)

26.4.1 Accrual Rate

Temporary employees accrue Paid Time Off (PTO) at a rate of one (1) hour for every twenty-five (25) hours worked. In addition, effective the first full pay period in January 2027, newly hired temporary employees (excluding employees re-hired within twelve (12) months of separation) will be credited with eight (8) hours of PTO. Temporary employees assigned to the pre-school program will be credited an additional four (4) hours of PTO (total of twelve (12) hours) upon hire (excluding employees rehired within twelve (12) months of separation). PTO may only be used for illness (i.e., consistent with limitations on sick leave for regular employees) until a temporary employee has been employed for six (6) months.

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26.4.2 Maximum Accrual

Temporary employees may accrue a maximum of one hundred (100) hours of PTO.

26.4.3 Use of PTO

PTO may be used for either discretionary absences (like vacation) or in cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons. Employees will notify their supervisor as far in advance of the use of PTO as possible. PTO used for discretionary absences requires advance approval.

26.4.4 PTO on Separation

PTO has no cash value and will not be paid out at separation of employment. However, a temporary employee who separates from City service and is rehired within twelve (12) months of separation shall have their PTO bank restored to the level they had at separation.

26.5 Uniforms

The City will provide required uniforms for temporary employees.

26.6 Grievance Procedure

Temporary employees have access to the Grievance Procedure in a manner consistent with all other bargaining unit members except that the grievance procedure shall end at Level III (City Manager), shall not include Arbitration under Section 15.3.4, and shall not include Disciplinary Appeals under Section 15.4. Accordingly, the Grievance Procedure defined in Article 15 shall apply to temporary employees, with the following exceptions:

- 15.1.2 – Definition of Disciplinary Appeal
- 15.3.4 – Level IV Arbitration
- 15.4 Disciplinary Appeals

26.7 Temporary Employee Hours

Temporary Employees who have been employed by the Library for at least three (3) years shall be offered a work schedule of at least twelve (12) hours per week, subject to operational needs (e.g., the City may or may not be able to offer employees a regular shift depending on need). All other temporary employees assigned to the Library will be offered at least one shift per week, subject to budgetary constraints. Should any temporary employee be unavailable for the hours offered, the Library may offer the employee a different schedule or place

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the employee on an "on call" list. Employees who cannot be offered a regular shift due to budgetary constraints will be placed on the on call list or separated.

26.8 Transition from Temporary Status

26.8.1 Temporary employees shall be treated as internal candidates for purposes of recruitment only, including the opportunity to interview set forth in Section 6.5.2.

26.8.2 Effective January 1, 2027, when the City hires a temporary employee into a regular full-time or part-time benefitted position with no break in service, the City will provide the employee additional credit for purposes of (a) determining vacation accrual and (b) calculating seniority for layoff.

Service credit will be provided in the following manner: Upon appointment to a regular full-time or part-time benefitted position, a temporary employee with no break in service shall be credited with one week of additional service for each forty (40) non-overtime hours worked in the temporary position during the past five (5) years. For example, an employee who worked 1,040 hours in a temporary position with no break in service during the five (5) years prior to their regular hire date would be credited with twenty-six (26) weeks' service.

Dated: 9/23/2026

City of Menlo Park	Local 521, SEIU, CTW, CLC
DocuSigned by: Justin Murphy 8379C4D5DD3E486...	Signed by: Juan Quinonez 17B4D617ABEE0479...
Justin I. C. Murphy, City Manager	Juan Quinonez, SEIU Chapter Chair
DocuSigned by: Brittany Mello CD39BD44AFE94F5...	Signed by: Maria Guerrero 41B78E688F5C4F7...
Brittany Mello, Administrative Services Director	Maria Guerrero, SEIU Representative
DocuSigned by: Charles Sakai E606C182D0DD490...	Signed by: Patrick Phillips A8E5BD7E7260471...
Charles Sakai, Chief Negotiator	Patrick Phillips, SEIU Peninsula Director

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APPENDIX A

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

ACCOUNTANT I
ACCOUNTANT II
ACCOUNTING ASSISTANT I
ACCOUNTING ASSISTANT II
ADMINISTRATIVE ASSISTANT
ASSISTANT ENGINEER
ASSISTANT PLANNER
ASSISTANT TRANSPORTATION PLANNER
ASSOCIATE CIVIL ENGINEER
ASSOCIATE ENGINEER
ASSOCIATE PLANNER
ASSOCIATE TRANSPORTATION ENGINEER
ASSOCIATE TRANSPORTATION PLANNER
BUILDING CUSTODIAN
BUILDING INSPECTOR I
BUILDING INSPECTOR II
CHILD CARE TEACHER I
CHILD CARE TEACHER II
CHILD CARE TEACHER'S AIDE
CODE ENFORCEMENT OFFICER
COMMUNICATIONS DISPATCHER
COMMUNICATIONS TRAINING DISPATCHER
COMMUNITY DEVELOPMENT TECHNICIAN
COMMUNITY SERVICE OFFICER
CONSTRUCTION INSPECTOR I
CONSTRUCTION INSPECTOR II
CONTRACTS SPECIALIST
DEPUTY CITY CLERK
ENGINEERING TECHNICIAN I
ENGINEERING TECHNICIAN II
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST I
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST II
EQUIPMENT MECHANIC
EXECUTIVE ASSISTANT
FACILITIES MAINTENANCE TECHNICIAN I
FACILITIES MAINTENANCE TECHNICIAN II
GIS ANALYST I
GYMNASTICS INSTRUCTOR
INFORMATION TECHNOLOGY SPECIALIST I

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INFORMATION TECHNOLOGY SPECIALIST II
JUNIOR ENGINEER
LIBRARIAN I
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY ASSISTANT III
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MANAGEMENT ANALYST I
OFFICE ASSISTANT
PARKING ENFORCEMENT OFFICER
PERMIT TECHNICIAN
PLAN CHECKER
PLANNING TECHNICIAN
POLICE PROGRAM & DATA TECHNICIAN
POLICE RECORDS SPECIALIST
PROGRAM AIDE/DRIVER
PROGRAM ASSISTANT
PROJECT MANAGER
PROPERTY AND COURT SPECIALIST
SENIOR ACCOUNTING ASSISTANT
SENIOR COMMUNICATIONS DISPATCHER
SENIOR ENGINEERING TECHNICIAN
SENIOR EQUIPMENT MECHANIC
SENIOR FACILITIES MAINTENANCE TECHNICIAN
SENIOR MAINTENANCE WORKER
SENIOR OFFICE ASSISTANT
SENIOR PERMIT TECHNICIAN
SENIOR PLANNER
SENIOR POLICE RECORDS SPECIALIST
SENIOR PROGRAM ASSISTANT
SENIOR SUSTAINABILITY SPECIALIST
SENIOR TRANSPORTATION PLANNER
SENIOR WATER SYSTEM OPERATOR
SUSTAINABILITY SPECIALIST
TRANSPORTATION DEMAND MANAGEMENT COORDINATOR
WATER QUALITY SPECIALIST
WATER SYSTEM OPERATOR I
WATER SYSTEM OPERATOR II

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TEMPORARY EMPLOYEE POSITIONS

Temporary employees may work within the permanent job classifications listed above.

Additional temporary employee-only positions:

- Communications Dispatcher - Per Diem
- Intern
- Library Clerk
- Library Page
- Maintenance Aide
- Recreation Leader
- Recreation Specialist
- Senior Recreation Leader

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APPENDIX B

SEIU SALARY SCHEDULE
Pay Ranges – Effective 9/20/2026

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City of Menlo Park
Salary Schedule - Effective 9/20/2026

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	$ 99,408	$ 104,379	$ 109,598	$ 115,078	$ 120,831
Accountant II	$ 107,468	$ 112,841	$ 118,484	$ 124,408	$ 130,629
Accounting Assistant I	$ 69,855	$ 73,348	$ 77,015	$ 80,866	$ 84,909
Accounting Assistant II	$ 75,229	$ 78,989	$ 82,939	$ 87,086	$ 91,440
Administrative Assistant	$ 75,753	$ 79,541	$ 83,518	$ 87,694	$ 92,078
Assistant Engineer	$ 120,810	$ 126,851	$ 133,193	$ 139,852	$ 146,845
Assistant Planner	$ 107,187	$ 112,546	$ 118,174	$ 124,082	$ 130,286
Assistant Transportation Planner	$ 107,187	$ 112,546	$ 118,174	$ 124,082	$ 130,286
Associate Civil Engineer	$ 134,234	$ 140,945	$ 147,992	$ 155,391	$ 163,161
Associate Engineer	$ 127,521	$ 133,897	$ 140,592	$ 147,622	$ 155,003
Associate Planner	$ 119,096	$ 125,051	$ 131,304	$ 137,869	$ 144,762
Associate Transportation Engineer	$ 140,946	$ 147,993	$ 155,392	$ 163,162	$ 171,320
Associate Transportation Planner	$ 119,096	$ 125,051	$ 131,304	$ 137,869	$ 144,762
Building Custodian	$ 69,977	$ 73,476	$ 77,150	$ 81,008	$ 85,058
Building Inspector I	$ 102,441	$ 107,564	$ 112,941	$ 118,588	$ 124,518
Building Inspector II	$ 113,823	$ 119,514	$ 125,490	$ 131,764	$ 138,353
Child Care Teacher I	$ 71,358	$ 74,926	$ 78,672	$ 82,605	$ 86,735
Child Care Teacher II	$ 78,492	$ 82,417	$ 86,538	$ 90,865	$ 95,409
Child Care Teacher's Aide	$ 66,603	$ 69,934	$ 73,430	$ 77,101	$ 80,956
Code Enforcement Officer	$ 96,749	$ 101,586	$ 106,666	$ 111,999	$ 117,600
Communications Dispatcher	$ 111,508	$ 117,083	$ 122,937	$ 129,083	$ 135,538
Communications Training Dispatcher	$ 117,083	$ 122,937	$ 129,083	$ 135,538	$ 142,315
Community Development Technician	$ 83,367	$ 87,536	$ 91,913	$ 96,508	$ 101,333
Community Service Officer	$ 86,027	$ 90,328	$ 94,845	$ 99,587	$ 104,566
Construction Inspector I	$ 96,749	$ 101,586	$ 106,666	$ 111,999	$ 117,600
Construction Inspector II	$ 108,132	$ 113,539	$ 119,216	$ 125,177	$ 131,436
Contracts Specialist	$ 84,115	$ 88,321	$ 92,737	$ 97,374	$ 102,243
Deputy City Clerk	$ 89,011	$ 93,462	$ 98,134	$ 103,041	$ 108,192
Emergency Preparedness Coordinator	$ 122,590	$ 128,719	$ 135,155	$ 141,913	$ 149,008
Engineering Technician I	$ 89,063	$ 93,517	$ 98,192	$ 103,102	$ 108,257
Engineering Technician II	$ 98,959	$ 103,907	$ 109,103	$ 114,558	$ 120,286
Enterprise Applications Support Specialist I	$ 105,987	$ 111,286	$ 116,850	$ 122,692	$ 128,827
Enterprise Applications Support Specialist II	$ 122,749	$ 128,887	$ 135,332	$ 142,099	$ 149,204
Equipment Mechanic	$ 89,417	$ 93,887	$ 98,581	$ 103,510	$ 108,685
Executive Assistant	$ 87,116	$ 91,472	$ 96,046	$ 100,848	$ 105,891
Facilities Maintenance Technician I	$ 73,865	$ 77,558	$ 81,436	$ 85,508	$ 89,784
Facilities Maintenance Technician II	$ 81,641	$ 85,722	$ 90,009	$ 94,509	$ 99,234
GIS Analyst I	$ 103,578	$ 108,756	$ 114,194	$ 119,903	$ 125,899
Gymnastics Instructor	$ 50,230	$ 52,741	$ 55,379	$ 58,147	$ 61,054
Information Technology Specialist I	$ 86,717	$ 91,053	$ 95,605	$ 100,385	$ 105,404
Information Technology Specialist II	$ 96,352	$ 101,170	$ 106,228	$ 111,539	$ 117,116
Junior Engineer	$ 97,318	$ 102,185	$ 107,294	$ 112,659	$ 118,292
Junior Network & Systems Administrator	$ 120,178	$ 126,186	$ 132,496	$ 139,121	$ 146,077
Librarian I	$ 85,631	$ 89,913	$ 94,409	$ 99,129	$ 104,086
Library Assistant I	$ 66,603	$ 69,934	$ 73,430	$ 77,101	$ 80,956
Library Assistant II	$ 71,360	$ 74,928	$ 78,674	$ 82,608	$ 86,738
Library Assistant III	$ 78,495	$ 82,420	$ 86,541	$ 90,869	$ 95,412
Maintenance Worker I	$ 71,922	$ 75,518	$ 79,294	$ 83,258	$ 87,421
Maintenance Worker II	$ 77,753	$ 81,641	$ 85,722	$ 90,009	$ 94,509
Management Analyst I	$ 107,621	$ 113,002	$ 118,653	$ 124,586	$ 130,816
Office Assistant	$ 64,390	$ 67,610	$ 70,991	$ 74,541	$ 78,267
Parking Enforcement Officer	$ 69,698	$ 73,183	$ 76,842	$ 80,684	$ 84,718
Permit Technician	$ 83,367	$ 87,536	$ 91,913	$ 96,508	$ 101,333
Plan Checker	$ 127,521	$ 133,897	$ 140,592	$ 147,622	$ 155,003
Planning Technician	$ 95,278	$ 100,042	$ 105,044	$ 110,295	$ 115,810
Police Program & Data Technician	$ 96,097	$ 100,902	$ 105,947	$ 111,244	$ 116,807
Police Records Specialist	$ 75,949	$ 79,746	$ 83,733	$ 87,919	$ 92,315
Program Aide/Driver	$ 53,453	$ 56,265	$ 59,228	$ 62,344	$ 65,621
Program Assistant	$ 62,496	$ 65,621	$ 68,901	$ 72,347	$ 75,965
Project Manager	$ 122,995	$ 129,144	$ 135,602	$ 142,382	$ 149,501
Property and Court Specialist	$ 79,746	$ 83,733	$ 87,920	$ 92,316	$ 96,932
Senior Accounting Assistant	$ 83,289	$ 87,453	$ 91,826	$ 96,416	$ 101,238
Senior Communications Dispatcher	$ 124,889	$ 131,133	$ 137,689	$ 144,573	$ 151,802
Senior Engineering Technician	$ 106,381	$ 111,700	$ 117,286	$ 123,150	$ 129,307
Senior Equipment Mechanic	$ 99,135	$ 104,092	$ 109,297	$ 114,761	$ 120,500
Senior Facilities Maintenance Technician	$ 89,417	$ 93,887	$ 98,581	$ 103,510	$ 108,685
Senior Maintenance Worker	$ 89,417	$ 93,887	$ 98,581	$ 103,510	$ 108,685
Senior Office Assistant	$ 68,178	$ 71,587	$ 75,166	$ 78,925	$ 82,871
Senior Permit Technician	$ 96,097	$ 100,902	$ 105,947	$ 111,244	$ 116,807
Senior Planner	$ 131,005	$ 137,555	$ 144,434	$ 151,655	$ 159,238
Senior Police Records Specialist	$ 79,746	$ 83,733	$ 87,920	$ 92,316	$ 96,932
Senior Program Assistant	$ 75,753	$ 79,541	$ 83,518	$ 87,694	$ 92,078
Senior Sustainability Specialist	$ 101,471	$ 106,544	$ 111,871	$ 117,465	$ 123,338
Senior Transportation Planner	$ 131,005	$ 137,555	$ 144,434	$ 151,655	$ 159,238
Senior Water System Operator	$ 97,483	$ 102,358	$ 107,476	$ 112,850	$ 118,493
Sustainability Specialist	$ 86,097	$ 90,401	$ 94,921	$ 99,667	$ 104,651
Transportation Demand Management Coordinator	$ 110,164	$ 115,672	$ 121,456	$ 127,529	$ 133,905
Water Quality Specialist	$ 101,916	$ 107,012	$ 112,362	$ 117,980	$ 123,879
Water System Operator I	$ 79,760	$ 83,748	$ 87,936	$ 92,333	$ 96,949
Water System Operator II	$ 88,621	$ 93,053	$ 97,706	$ 102,591	$ 107,720

Annual salaries based on 2080 hours per year

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City of Menlo Park
Temporary Employee Salary Schedule - Effective 9/20/2026

Classification Title	Minimum		Maximum
Child Care Teacher I	$ 34.31	Open Range	$ 41.70
Child Care Teacher II	$ 37.74	Open Range	$ 45.87
Child Care Teacher's Aide	$ 32.02	Open Range	$ 38.92
Communications Dispatcher - Per Diem	$ 71.68	Open Range	$ 71.68
Equipment Mechanic	$ 42.99	Open Range	$ 52.25
Intern	$ 21.05	Open Range	$ 25.73
Librarian I	$ 41.17	Open Range	$ 50.04
Library Assistant I	$ 32.02	Open Range	$ 38.92
Library Assistant II	$ 34.31	Open Range	$ 41.70
Library Assistant III	$ 37.74	Open Range	$ 45.87
Library Clerk	$ 21.40	Open Range	$ 25.77
Library Page	$ 18.41	Open Range	$ 19.03
Maintenance Aide	$ 22.51	Open Range	$ 24.76
Maintenance Worker I	$ 34.58	Open Range	$ 42.03
Maintenance Worker II	$ 37.38	Open Range	$ 45.44
Office Assistant	$ 30.96	Open Range	$ 37.63
Parking Enforcement Officer	$ 33.51	Open Range	$ 40.73
Police Records Specialist	$ 36.51	Open Range	$ 44.38
Program Aide/Driver	$ 25.70	Open Range	$ 31.55
Program Assistant	$ 30.05	Open Range	$ 36.52
Recreation Leader	$ 18.41	Open Range	$ 19.03
Recreation Specialist	$ 20.06	Open Range	$ 23.94
Senior Maintenance Worker	$ 42.99	Open Range	$ 52.25
Senior Office Assistant	$ 32.78	Open Range	$ 39.84
Senior Program Assistant	$ 36.42	Open Range	$ 44.27
Senior Recreation Leader	$ 18.75	Open Range	$ 22.38

Amounts shown represent hourly rates

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APPENDIX C

MENLO PARK LABOR MANAGEMENT COMMITTEE

GOAL

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

MEETINGS

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

PARTICULARS

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

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

Additional meetings may be set with mutual agreement.

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

CALPERS LABOR MANAGEMENT COMMITTEE

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

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

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

STATE DISABILITY INSURANCE LABOR MANAGEMENT COMMITTEE (SDI-LMC)

Effective for the term of this agreement, the City and Union agree to the establishment of a Labor Management Committee to explore the possibility of the City enrolling employees into the California State Disability Insurance program (SDI –LMC). The SDI-LMC shall evaluate the benefits of enrolling employees in CSDI and consider the benefits of different payment structures (e.g., City contributions versus employee contributions) and will make recommendations on these issues.

The City and Union shall each select their own representatives in equal number, with no more than three (3) on each side. The SID-LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

The City and Union will consider the recommendations of the SDI-LMC and will meet and confer over those recommendations, but neither will be under any obligation with regard to the SDI-LMC’s recommendations.

SPECIAL LABOR MANAGEMENT SUB-COMMITTEES

Effective for the term of this agreement, the City and Union agree to the use of a special Labor Management Sub-Committee to serve as an advisory committee and to facilitate employee education and involvement regarding the performance appraisal program and the City of Menlo Park Dental and Vision Plan.

The City and the Union shall each select their own representatives and in equal number, with no more than two (2) on each side. The sub-committee will jointly set priorities. Decision making within this forum will be by consensus. The sub-committee will set up regular meetings to occur not less than once per quarter.

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

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APPENDIX D

ANNUAL VACATION LEAVE CASHOUT

PURPOSE

To establish a streamlined policy and procedure for eligible employees to receive the cash value of Vacation upon "selling" that Vacation time back to the City, otherwise known as the "Cashout" of Vacation accruals.

SCOPE

The Vacation "Cashout" program is available to all eligible employees represented by the Service Employees International Union (SEIU).

POLICY

Eligibility for participating in "Cashout" shall be determined by the following:

1. Employees must be full-time or part-time with benefits.

2. Employees must have taken at least twenty-four (24) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for "Cashout" to be eligible to "Cashout" up to eighty (80) hours of Vacation. Employees must have taken at least forty (40) hours of Vacation Leave and/or Compensatory Time in the twelve (12) months immediately preceding the request for "Cashout" to be eligible to "Cashout" up to one hundred twenty (120) hours of Vacation.

3. Employee must pre-elect the number of Vacation Leave hours they will "Cashout" during the following calendar year up to maximum of 120 hours, prior to the start of that calendar year. The election will apply only to Vacation Leave hours accrued in the next tax year and eligible for "Cashout".

4. The election to "Cashout" Vacation Leave hours in each designated year will be irrevocable. This means that employees who elect to "Cashout" Vacation Leave hours must cash out the number of accrued hours pre-designated on the election form provided by the City.

5. Employees who do not pre-designate or decline a "Cashout" amount by the annual deadline established by the City will be deemed to have waived the right to "Cashout" any leave in the following tax year and will not be eligible to "Cashout" Vacation Leave hours in the next tax year.

6. Employees who pre-designate "Cashout" amounts may request a "Cashout" at any time in the designated tax year by submitting a "Cashout" Request Form to Payroll. Payroll will complete the "Cashout" upon request, provided the requested "Cashout" amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours

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designated for cash out is not available at the time of "Cashout" request, the maximum available will be paid.

7. For employees who have not requested payment of the elected "Cashout" amount by November 1 of each Calendar Year, Payroll will automatically "Cashout" the pre-designated amount in a paycheck issued on or after the payroll date including November 1.

PROCEDURES

Employee:	1. Verify eligibility for participation. 2. Complete the "Cashout" Election Form and submit to Human Resources Division prior to the annual deadline.
Human Resources Division:	1. Communicate list of Employee elections to Finance/Payroll Division.
Finance/Payroll Division:	1. Verify eligibility for "Cashout" when requested by confirming election and available annual accruals. 2. Process payment for cash value of "Cashout" requests minus withholdings required by State and IRS, to be distributed with regular payroll check in the next available payroll cycle. 3. Adjust employee records to deduct Vacation Leave time paid off from available accruals.