MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

LOCAL 829

AND

THE CITY OF MENLO PARK

July 1, 2026– June 30, 2027

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter "Union") and the City of Menlo Park (hereinafter "City"). This 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 of the classifications for City employees as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise his/her right of self-representation under Section 3502 of the Government Code.

1.2 Each newly established job classification shall be assigned to an appropriate representation unit by the Human Resources Manager, 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 Manager 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 employment.
c. Consistency with the organizational patterns of the City of Menlo Park.
d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
e. Effect on the classification structure and impact on the stability of employer-employee relationship of dividing single or related classifications among two or more units.

1.3 The following employees are not eligible for representation by this bargaining unit:

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

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

1.3.3 Independent contractors**.**

ARTICLE 2: UNION SECURITY

2.1 Dues Deduction

2.1.1 Union Dues/Voluntary Deduction: A Bargaining Unit employee may at any time execute a payroll Deduction Authorization Form ("Authorization") (including any Union dues, PEOPLE contributions, or other deductions permitted by law) as furnished by the Union.

2.1.2 The Union will be custodian of records for such 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.

2.1.3 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.

2.2 Application

2.2.1 If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction required by this Section 2.1, no such deduction shall be made for the current pay period.

2.2.2 The City shall not make deductions pursuant to Section 2.1 during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.3 Hold Harmless

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

2.4 Information Provided

Within 30 days of the date of hire, the City will provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of each newly hired bargaining unit employee. 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.

The City will provide the foregoing information for all bargaining unit employees every four (4) months.

2.5 New Employee Orientation

On a monthly basis, the Department of Human Resources will provide a list of new employees hired into the AFSCME bargaining unit. AFSCME will be permitted thirty (30) minutes to make a presentation to these new employees. Human Resources will not attend the Union's presentation.

AFSCME 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. However, employees will be provided no more than thirty (30) minutes of release time in total for the Union Orientation.

2.6 Except in cases of emergency, the Union shall be informed sufficiently in advance in writing by Management before any proposed changes not covered by this Memorandum of Understanding are made in benefits, working conditions, or other terms and conditions of employment which require the meet and confer or meet and confer process.

ARTICLE 3: REPRESENTATION

3.1 It is agreed that, as long as there is no disruption of work, three (3) Union

representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit employee or employees on grievances or matters requiring representation before the City or similar agencies. The Union shall designate the three (3) representatives under this section. Only one (1) representative shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Release time shall be granted for the following types of activities:

3.1.1 A meeting of the representative and 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 Three (3) Union representatives who are City employees shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Human Resources Director.

3.4 Three (3) representatives shall be allocated up to two (2) hours' time off every other month without loss of pay for purposes of meeting and consulting on matters within the scope of representation, other than formal negotiations.

ARTICLE 4: DEFINITIONS

4.1 Definitions

4.1.1 A "temporary" or "contract" employee is an employee employed for a definite term of up to six months, although such temporary employee may be held over for up to three (3) additional months when the temporary employee is filling a vacancy created by leave without pay and the leave is extended beyond the initial fixed period.

4.1.2 A "provisional" employee is an employee employed for a definite term of more than six (6) months, although such provisional employee may be held over beyond the initial term of employment as specified in Section 12.4.1. A provisional employee shall be employed and treated in all respects for the entire term of employment as a provisional employee, the same as a probationary employee.

4.1.3 A "probationary" employee is 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

5.2.1 Employees being laid off shall be given written notice from the City's Human Resources Division 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 by e-mail or First Class U.S. mail.

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

5.3 Seniority

5.3.1 For the limited purposes of this Article 5, "length of service" means all hours in paid status including holiday, vacation, and paid leave, but does not include

any hours compensated for overtime or standby, military leave, unpaid illness, unpaid industrial accident leave, or hours served as a temporary or contract employee in classifications other than the classification in which the 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

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 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 his/her 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, they 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 Human Resources Director 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 bargaining units.

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.

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 e-mail or First Class U.S. mail, 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 by e-mail for First Class U.S. mail. Date of service is defined as the date marked on the e-mail or First Class U.S. mail, 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 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. The Human Resources Division shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the employee and City Manager.

6.1.3 All original and promotional appointments shall be subject to a probationary period of six (6) months for unit members. The 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 absences lasting four (4) weeks or more shall extend the review period by the corresponding duration of the absence.

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

a. certify 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 Memorandum of Understanding, including full and complete access to the grievance procedure, except that employees who do not hold prior permanent status with the City shall have no right to review any disciplinary action or decision to unfavorably terminate the probation.

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 During the term of this MOU, the Union and the City agree to meet and confer over the creation of a pay-for-performance system.

6.2.3 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 the 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.

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

6.4 Personnel Files

6.4.1 The Human Resources Division 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 and an authorized representative of the Union of any adverse material placed in an employee's 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 Division.

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 and verification and disclosure of salary range information. Release of more specific information may be authorized in writing.

6.5 Promotional Opportunities

6.5.1 Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days (Monday through Friday) prior to closing applications. Such postings shall include a description of the type of examination and screening process that will be used in filling the position. Any test given shall relate to the skills, knowledge, and abilities necessary to perform the job. Where an interview panel is used as part of the examination process, at least one member of that panel shall, whenever feasible, be a person who is not employed by the City, but is employed by a different municipality performing or supervising similar duties and responsibilities.\

6.5.2 Members of the bargaining unit who are permanent employees applying for promotional opportunities and who meet the minimum qualifications for the position will be considered and interviewed.

6.5.3 In the event a temporary employee is appointed to the position being temporarily occupied for 2,080 hours or more, the total hours worked prior to the date of appointment shall be totaled and divided by the permanent hours per week and the seniority adjusted to reflect the time served as a temporary employee. The adjusted seniority will be recognized for purposes of seniority, vacation, and salary advancements.

6.6 Reclassification

6.6.1 During the term of this Agreement, the City shall notify the 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 their job based on significant changes in job content or significant discrepancies between job content and the classification description. The request must contain justification. A statement by Management that a job re-evaluation request will be submitted with the departmental budget does not relieve 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 not agree to a change in the appropriate pay level for a job description until the Union has received a copy of the proposed change and has been given the opportunity to meet and confer with the City. Reclassifications shall become effective the first pay period of the fiscal year.

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

During the term of this Agreement, the Union shall coordinate submission of job re-evaluation requests.

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

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

6.7 Recruitment

In cases where an employee has vacated an authorized position within the unit, the City shall endeavor to begin the recruitment process within thirty (30) working days.

6.8 Re-employment – Voluntary Separation

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

remainder of the calendar year in which the separation occurred.

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

Re-employment of any employee within the twelve (12) month period is at the sole discretion of the City. If the City decides not to re-employ the former employee, the decision of the City shall be final and not be subject to appeal or to the grievance procedure.

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Overall wage adjustment

Effective the beginning of the first full pay period following the later of City Council adoption of the successor MOU or July 1, 2026, the pay rates for employees in this representation unit shall be increased by an amount equal to four percent (4.0%).

7.2 Step Increases

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

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

7.3 Application of Rates

7.3.1 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 Human Resources Director, the Department Director may hire beginning employees who are especially qualified by their training or by their previous experience at any step in the range.

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

7.4 Effect of Promotion, Demotion or Transfer on Salaries

7.4.1 Promotion

Upon promotion, the employee shall be placed on the first step in the new salary range, or on the step which provides for a minimum five percent (5%) increase in salary, whichever is greater, not to exceed the top step of the new range.

7.4.2 Demotion

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

7.4.3 Transfer

Upon transfer, the salary shall remain unchanged.

7.5 Bilingual Differential

7.5.1 Employees who are assigned to job duties requiring bilingual skills are eligible to receive Sixty-Five Dollars ($65.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

7.5.2 Eligibility for the bilingual pay differential shall be determined by the Human Resources Director on the basis of a proficiency test determined by the City.

7.5.3 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.

7.5.4 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 Union ten (10) days' notice prior to such revocation, in order to allow the opportunity for the parties to meet and confer.

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

7.6 Call Back Pay

7.6.1 Any employee who is required by the City to report to their normal work location on a day when the employee has not been scheduled, or any employee called back to work after completing their regular work day and leaving their normal work location, shall be entitled to a minimum of three (3) hours of compensation at one and one-half times their hourly 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. Employees shall be paid the call back minimum only for the first callout on a weekday and the first two (2) callouts on a holiday or weekend (Saturday/Sunday) day. Any subsequent callouts will be paid at the overtime rate with no minimum. 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.

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 the appropriate City form, their choice of either compensation at one and one-half times their hourly rate of pay or compensatory time off.

7.7 Standby Pay

7.7.1 An employee performing standby duty outside the employee's regular work shift shall be compensated at the rate of two (2) hours of their base rate of pay for each weekday and three (3) hours of their base rate of pay for each weekend (Saturday/Sunday) day or holiday the employee is assigned to standby duty. Standby pay will be reduced by one hour if an employee works at least one (1) hour of overtime or is called back at least one (1) time during the call back period. For example, if an employee on standby during a weeknight is called back to work, that employee will be paid one (1) hour of standby for the night and an employee on standby on a holiday who is called back to work will be paid two (2) hours of standby for the holiday. Employees are responsible for coding the appropriate standby amount.

7.8 Rest Period Following Extended Work

7.8.1 A Public Works employee shall be entitled to eight (8) hours of rest period when they work more than sixteen (16) hours within a twenty-four (24) hour period beginning with the time the worker reports to work.

7.8.2 Prior to working over sixteen (16) hours within a twenty-four (24) hour period and triggering the eight (8) hour rest period, the employee must get approval from the Public Works Director or their designee.

7.8.3 Rest periods are unpaid unless the rest period overlaps with 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 with 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 eight (8) 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 his/her normal work shift.

7.8.4 This section shall not apply in emergency situations.

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 appropriate Department Director or designee must approve assignments of working out of classification in writing and on a City-authorized form.

The employee must be working in a budgeted position (i.e., the position must be vacant or the incumbent must be on a long-term leave of absence and/or vacation). Pay for working out of classification shall be as follows:

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

When the Department Director 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

7.10.1 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.

7.10.2 The Communications and Records Manager 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.

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.

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 a flexible schedule such as a 4/10, 9/80 or 12 hour schedule, shall consist of forty (40) hours within a seven (7) day work week and is five (5) consecutive days served in units of eight (8) hours. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.

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

c. A 9/80 work schedule shall be nine (9) days served in one (1) unit of eight

(8) hours and eight (8) units of nine (9) hours over a two week pay period. For this schedule, the workweek shall begin exactly four (4) hours after the start time of the day of the week which is each employee's regular alternate day off.

8.1.2 Part-time Employees. 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.

8.1.3 Lunch Periods. All employees working a work shift of six (6) hours or more, shall observe an unpaid lunch period of not less than thirty (30) minutes nor more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the department head.

8.1.4 Rest Periods. One (1) fifteen (15) minute rest break with pay shall be provided to unit members for each four (4) hours of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the work day as part of a regular schedule.

8.2 Overtime

8.2.1 Definition.

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

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

8.2.2 Modified Schedules. At the request of either the employee or Department Head, the Department Head may approve a schedule of more than eight (8) hours per day without overtime compensation**.** Employees shall not be assigned irregular hours to avoid overtime.-Such a work schedule must be consistent with the regular work schedules defined in Section 8.1.1.

8.2.3 Overtime. Overtime may be assigned on a required basis or requested by the employee and approved by the Department Director. Overtime shall be compensated at either (1) the rate of one and one-half (1.5) times the employee's regular rate of pay or (2) in the form of compensatory time at the rate of one and one-half (1.5) hours for each hour worked, as described in Section 8.2.4.

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 his/her department, and must be approved in advance by the

Department Director. 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 out at the employee's existing rate of pay.

a. Employees will make an irrevocable election to receive either compensatory time off (CTO) or pay for all overtime hours worked in the following calendar year. This election will occur once annually, coinciding with the vacation cash-out election period.

    1) If an employee fails to file their election by the annual deadline established by the City, that employee will receive pay for all overtime hours worked in the following calendar year and no compensatory time may be accrued.

    2) Overtime offered as "pay only" (e.g., when the worker's choice of CTO would interfere with a department's ability to recover the cost of the overtime) can only be worked for pay, even if the employee has elected to receive CTO for the year.

    3) When an employee's CTO bank is at the cap in Section 8.2.4, they may not accrue additional CTO and will be paid for all overtime, even if they have elected to receive CTO for the year.

    4) Any compensatory hours accumulated in the calendar year over eighty (80) hours will be cashed out in the full pay period including November 1.

8.3 Work Schedule

All work schedule and flexible time work schedule arrangements presently in effect shall continue. If the City proposes to change the work schedule of a classification the Union shall be notified at least fifteen (15) working days in advance and given an opportunity to meet and confer over such proposed changes prior to implementation.

ARTICLE 9: UNIFORMS

9.1 The City will provide uniforms, rain gear, coveralls or shop coats when necessary for all Public Works, Engineering, and applicable Community Development Department employees, consistent with existing practice.

9.2 Technical Services Manager(s) shall upon initial appointment be provided required uniforms as determined by the Chief of Police, and thereafter receive Six Hundred

Dollars ($600.00) per year uniform allowance in the amount of $23.077 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance pay for that period.

The City will provide uniform jackets for City service employees whose work is primarily outdoors. Jackets that are worn or damaged in the course of work will be routinely replaced by the City. It will be the employee's obligation to replace lost or misplaced jackets.

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

9.3 On presentation of appropriate receipts, the City shall reimburse employees who are required by the City to wear safety shoes/boots for up to Four-Hundred Dollars ($400.00) per year toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots. 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. Supervisors will approve or deny (with explanation) within ten (10) days of the submission. 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 The City shall reimburse the Fleet Supervisor in the Maintenance Division who, as a condition of employment, is 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, 2023, the City shall reimburse a maximum of one thousand six hundred dollars ($1,600) per fiscal year.

ARTICLE 10: HOLIDAYS

10.1 Fixed Holidays

Except as otherwise provided, 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

Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

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

10.1.2 Pay for Fixed Holidays. All full-time employees shall be paid a full day's eight (8) hours pay at their regular straight time base hourly rate for all fixed holidays as defined herein. All part-time workers 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 worker is indefinitely assigned to work in the employee's regularly scheduled part-time position.

10.1.3 Work on Fixed Holidays. Any employee required to work on a fixed holiday and in addition to holiday pay shall be compensated at time and one-half for such work. 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.

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

10.2 Floating Holiday Time

10.2.1 Day of Reflection and Holiday Closure

In the first pay period of the calendar year, each employee will be credited with thirty-four (34) floating holiday hours in recognition of the holiday closure and eight (8) floating holiday hours in recognition of holidays of individual and community importance, including Juneteenth and Indigenous Peoples' Day, for a total of forty-two (42) floating holiday hours. Part-time employees and employees hired after the first pay period of the year shall receive a pro-rated amount of floating holiday hours based on hours worked as compared to full-time employment of the proportion of time remaining in the calendar year.

10.2.2 Use of Floating Holidays

The following conditions will apply to such floating days off:

10.2.2.1 Employees shall request a floating day off in accordance with normal vacation time off request procedure. In cases of conflicting requests for the same day made at the same time, length of service shall govern who receives the day off.

10.2.2.2 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. [1]

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

10.2.2.5 Floating holiday balances remaining at the time of separation will be forfeited. Employees who are laid off shall be permitted to exhaust their floating holiday balance prior to layoff, subject to department head approval, considering the needs of the department, specifically with regard to the employee's assigned duties and the employee's desires.

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

[1] This language was amended as a result of a Side Letter signed by the parties on October 9, 2026, and appearing as Appendix "D" on page 49 of the MOU.

11.2 Maximum Accrual

Vacation may be accrued up to a maximum of three hundred thirty-six (336) hours for full time employees, and a prorated amount for permanent part time employees. 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 Vacation Scheduling

11.3.1 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 Director 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.

11.3.1.1 Vacation Scheduling for Personal Business

11.3.1.2 An employee shall be entitled to a maximum of three (3) vacation days per year for personal business. Such leave shall be deducted from accrued vacation or compensatory time.

11.3.1.3 Personal Business is defined as business of urgent and compelling importance which cannot be taken care of outside of normal working hours and which is not covered under other leave provisions of this Memorandum of Understanding or state and federal laws.

11.3.1.4 An 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.

11.3.1.5 Requests shall be considered in accordance with Section 11.3.1 above.

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.

11.5 Vacation Cashout

An employee may cash out vacation leave in accordance with the Vacation Cashout

Policy.

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 forty (1,440) hours, and a proportional equivalent for part-time employees.

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

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 Except for urgent and compelling reasons, employees who are not at work due to a non-work related illness or injury should not be contacted during their absence. This Section does not modify the provisions of Section 12.1.3.

12.1.5 Compensation for Accumulated Sick Leave.

12.1.5.1 Resignation. A resigning employee 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 of paid service to the City.

12.1.5.2 Retirement. An employee 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 sixty (1,360) hours, based upon the employee's rate of pay on their last day of paid service to the City. If the employee was hired by the City prior to October 23, 2011, they may alternately convert their sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, to retirement health credits at the rate prescribed in Section 12.1.5.3. Employees may combine any of the above two options.

12.1.5.3 An employee with a minimum of five (5) years of continuous service hired by the City prior to October 23, 2011 may elect to convert accumulated sick leave to retirement health credits upon retirement from the City according to the following schedule:

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

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

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

12.1.5.4 Layoff. An employee hired by the City prior to October 23, 2011 may, upon layoff, after the health insurance benefit paid under Section 5.8.1 has been exhausted, convert up to a maximum of forty-eight (48) hours of the employee's accrued sick leave balance to retirement health credits at the rate prescribed in Section 12.1.5.3. If laid off with fifteen (15) or more years of continuous service, an employee may elect to receive compensation for up to fifteen percent (15%) of their accumulated sick leave balance up to a maximum of five hundred (500) hours, and may combine such option with the retirement health credit conversion described in this subsection if hired by the City prior to October 23, 2011, provided they have sufficient accumulated sick leave to do so. Under the compensation option, payout shall be based on the employee's rate of pay on their last day of paid service to the City.

12.1.6 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.

12.1.7 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.

12.1.8 Dental Coverage. Employees who qualify for the retirement health credit conversion may elect dental coverage at the rate of one-half (.5) unit for every month of paid dental insurance.

12.1.9 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist employee 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, thus partially ameliorating the financial impact of the illness, injury or condition.

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

The Human Resources Department will discuss with AFSCME or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to 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.

12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond forty-five calendar (45) 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, vision 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.

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 Leave Without Pay

12.3.1 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.

12.3.2 Requests for leaves of absence without pay must be written and submitted to the department head and Human Resources Director. The Human Resources 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 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.

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

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

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

12.4 Jury Duty and Subpoenas

12.4.1 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.

12.4.2 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.

12.4.3 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.

12.5 Military Leave

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

12.6 Bereavement Leave

An employee shall be allowed regular pay for not more than three (3) working days per instance of bereavement leave 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, domestic partner (as defined by state law), child (including stepchild), parent (including stepparent), parent-in-law, sibling (including step-sibling), grandparent, grandchild, or 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 or unpaid leave (pursuant to Section 12.3).

Bereavement leave must be taken within three (3) calendar months of the date of death but need not be taken consecutively.

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.

12.7 Maternity and Parental Leave

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

12.8 Miscellaneous Leave Provisions

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

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

12.8.3 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.

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

12.8.5 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.

12.8.6 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.

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

12.9 Educational Leave and Tuition Reimbursement

12.9.1 The City shall contribute Four Thousand Dollars ($4,000.00) annually on July 1st of each year to the AFSCME educational leave and tuition reimbursement fund. The City will reimburse expenses for tuition, books, lab fees and equipment, and curriculum fees incurred by an employee, 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 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. Employees wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

12.9.2 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.

12.9.3 Claims for qualified expenditures shall first be reimbursed to an individual maximum of seven hundred dollars ($700) per fiscal year. After payment of all such claims, on June 30, should there be unused funds remaining in this fund, qualified claims in excess of seven hundred dollars ($700) already paid, and received no later than July 15 of that year, shall be reimbursed on a pro-rata basis not to exceed a total annual individual reimbursement of Two Thousand Five Hundred Dollars ($2,500).

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

13.1.1 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.

13.1.2 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 13.1.1 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

[EXAMPLE: If the PEMHCA minimum contribution is $162, 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.

13.1.3 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 13.1.1 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

[EXAMPLE: If the PEMHCA minimum contribution is $167, then the City shall make a flexible benefits plan contribution of $2,948.00 per month for family coverage, $2,229.16 per month for two-person coverage and $1,031.08 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 In the event that the City's contributions towards medical premiums are less than the Kaiser rate at each level of participation (single, two party, or family) for plan year 2027, the parties will meet and confer in an attempt to address the differences between the City contribution and the Kaiser premium.

13.1.5 Each Active employee may use their allocated amount for any benefits permitted by law and provided for in the FSA plan document. The plan document will be amended to eliminate cash distributions, and to add employee-paid "buy up" of vision benefits.

13.1.6 Employees who have at least ten (10) continuous years of permanent service with the City and who retire under PERS shall be reimbursed by the City at the rate of one hundred dollars ($100.00) per month toward the retiree's employee only health care premium once the employee has exhausted the sick leave conversion to retiree health credits under Section 12.1.5.3. This reimbursement shall be in addition to the minimum employer contribution for agencies participating in the Public Employees' Medical and Hospital Care Act (PEMHCA). This section shall not apply to employees hired in a permanent classified position in this unit after October 23, 2009.

13.1.9 For part-time employees who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.2, 13.1.3, 13.1.4, and 13.1.5.

13.1.10 Employees whose medical insurance premium costs exceed the combined allocation available through the cafeteria plan and Section 13.1.1 shall have the excess cost of their medical premiums paid with before-tax compensation through a premium conversion plan.

13.1.11 Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that they have health insurance coverage equivalent to the PEMHCA plan in order to receive the monthly amount for waiving 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 health plans. It is understood that the premiums and benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in accordance with State and Federal Tax regulations.

13.1.13 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 an 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 a 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

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.

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

13.3 Vision

The City shall continue to 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.

ARTICLE 14: RETIREMENT

14.1 Retirement benefits for employees hired by the City prior to October 23, 2011, shall be those established by the California Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

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

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

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

14.5 The City will continue to apply Internal Revenue Code 414 (h)(2) on the employee's contribution to CalPERS.

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 15.850%. Over time, that rate has risen so that employees were paying 6.04% of the City's contribution ("Member-Paid-City Contribution") as of July 1, 2022.

Effective the first full pay period following City Council adoption of the MOU in 2023, the Member-Paid Employer Contribution was reduced to 2.04%.

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

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 A grievance is an alleged violation, misinterpretation, or misapplication of the provisions of this Memorandum of Understanding, 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 an employee covered by this Memorandum of Understanding.

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

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 employee may at any time present grievances to the City and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to advisory arbitration and is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a

resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.

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

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

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 - Immediate Supervisor

15.3.1.1 Any employee who believes they have a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved employee 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 the 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 Memorandum which are alleged to have been violated;

c) a listing of the reasons why the immediate supervisor's

proposed resolution of the problem is unacceptable; and

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

15.3.2.2 The 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.

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 II, 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 15.3.4.1.

15.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to them. 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 Memorandum at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or authority to make any decision that requires the City or the administration to do an act prohibited by law.

15.3.4.5 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 in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this procedure.

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

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

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

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

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

each party shall alternately strike a name from the list until one (1) name remains, who shall serve as the arbitrator.

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

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

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

ARTICLE 16: EFFECT ON EXISTING PRACTICES

16.1 Changes in Personnel Rules and Department Regulations

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

16.2 Effect of Agreement

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

16.3 Existing Practices

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

16.4 Waiver Clause

Except as provided in Section 16.3, Existing Practices, the 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 identity, medical condition, disability, or any other category protected by state or federal law.

Complaints of harassment or discrimination may be reported to any of the following individuals:

- Immediate supervisor;
- Any supervisor or manager within or outside of the department;
- Department Director; or
- Human Resources Director.

Complaints will be investigated in accordance with the City's Policy and Procedures.

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.

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 rights 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
- Determine the necessity, merits, mission and organization of any service or activity of the City or of any City Department, Agency or Unit.

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

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

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

ARTICLE 19: CONCERTED ACTIVITIES

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

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

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

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

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

ARTICLE 20: SEPARABILITY

If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, except that either party to the Agreement may request the other party to meet and

confer in regard to amending the Agreement to replace the provisions declared void or unenforceable. However, there will be no obligation on either party to agree on a replacement provision.

ARTICLE 21: DISCIPLINARY ACTION

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

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, Disciplinary Appeals.

21.3 Notice of disciplinary action must be in writing and served on the employee and their authorized Union representative in person, by e-mail, or First Class U.S. mail prior to the disciplinary action becoming effective. Letters of reprimand shall become effective upon service, either in person or by e-mail. The notice must be filed on a timely basis with the Human Resources Department and included in the employee's personnel file. The notice of disciplinary action shall include:

21.3.1 Statement of the nature of the disciplinary action;

21.3.2 Effective date of the action;

21.3.3 Statement of the reasons for the proposed action;

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

21.3.5 In all cases of disciplinary action, the notice shall include a statement advising the employee of their right to appeal such action and the right to Union representation.

21.4 In cases of demotion, discharge, or suspension of employees in permanent status, 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.

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

ARTICLE 22: TRANSFER

22.1 Definition

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 Notices of vacancies shall be posted for at least five (5) working days on the bulletin board in the City's administrative offices. Such notices shall be posted as soon as the City determines that a vacancy exists and shall include the position description, location, and other special requirements. A copy of the vacancy notice shall be forwarded to the Union President and a second copy shall be forwarded to the Union office.

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

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.

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

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, military leave, unpaid illness, unpaid industrial accident leave, or hours served as a temporary or contract employee in a 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.

ARTICLE 23: SAFETY

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

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

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including June 30, 2026, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than ninety (90) days prior to the expiration or subsequent contract anniversary and no later than sixty (60) days prior to the expiration or subsequent contract anniversary, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

In order to comply with City policy, tentative agreements must be posted 15 days in advance.

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

Dated: 7/31/2026

City of Menlo Park

DocuSigned by:
Justin Murphy
8379C4D5DD3E486...
Justin I. C. Murphy, City Manager

DocuSigned by:
Brittany Mello
CQ39BD44AFE94F5...
Brittany Mello, Administrative Services Director

DocuSigned by:
Charles Sakai
E606C182D0DD490...
Charles Sakai, Chief Negotiator

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

Signed by:
Tracy Weber
8D70FF5FDB614DB...
Tracy Weber, AFSCME Steward

Signed by:
Anthony Walters
E8CA205B89E2492...
Anthony Walters, Union Business Agent

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

Business Manager
Chief Water Operator
City Arborist
Communications and Records Manager
Custodial Services Supervisor
Enterprise Applications Administrator
Librarian II
Library and Community Services Supervisor
Literacy Program Manager
Management Analyst II
Network Administrator
Permit Manager
Plan Check Engineer
Principal Planner
Public Works Supervisor – Facilities
Public Works Supervisor – Fleet
Public Works Supervisor – Parks
Public Works Supervisor – Streets
Public Works Supervisor – Trees
Recreation Coordinator
Regulatory Compliance Analyst
Revenue and Claims Manager
Senior Accountant
Senior Building Inspector
Senior Civil Engineer
Senior Construction Inspector
Senior GIS Analyst
Senior Library Assistant
Senior Management Analyst
Senior Project Manager
Senior Transportation Engineer
Systems Administrator

APPENDIX "B"
AFSCME SALARY SCHEDULE
Pay Ranges – Effective 7/12/2026

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Business Manager	$123,758	$129,946	$136,443	$143,265	$150,429
Chief Water Operator	$114,931	$120,678	$126,712	$133,047	$139,700
City Arborist	$120,296	$126,311	$132,627	$139,258	$146,221
Communications and Records Manager	$157,079	$164,933	$173,180	$181,839	$190,931
Custodial Services Supervisor	$80,469	$84,492	$88,717	$93,153	$97,810
Enterprise Applications Administrator	$140,576	$147,605	$154,985	$162,735	$170,871
Librarian II	$99,904	$104,899	$110,144	$115,652	$121,434
Library and Community Services Supervisor	$108,986	$114,436	$120,157	$126,165	$132,473
Literacy Program Manager	$96,570	$101,399	$106,469	$111,792	$117,382
Management Analyst II	$123,758	$129,946	$136,443	$143,265	$150,429
Network Administrator	$147,847	$155,240	$163,002	$171,152	$179,709
Permit Manager	$137,811	$144,701	$151,936	$159,533	$167,510
Plan Check Engineer	$147,657	$155,039	$162,791	$170,930	$179,477
Principal Planner	$143,802	$150,993	$158,542	$166,469	$174,793
Public Works Supervisor – Facilities	$126,025	$132,326	$138,942	$145,890	$153,184
Public Works Supervisor – Fleet	$123,161	$129,319	$135,785	$142,574	$149,703
Public Works Supervisor – Parks	$114,568	$120,296	$126,311	$132,627	$139,258
Public Works Supervisor – Streets	$114,568	$120,296	$126,311	$132,627	$139,258
Public Works Supervisor – Trees	$114,568	$120,296	$126,311	$132,627	$139,258
Recreation Coordinator	$84,235	$88,447	$92,870	$97,513	$102,389
Regulatory Compliance Analyst	$139,228	$146,189	$153,499	$161,174	$169,232
Revenue and Claims Manager	$120,448	$126,471	$132,794	$139,434	$146,406
Senior Accountant	$125,801	$132,092	$138,696	$145,631	$152,912
Senior Building Inspector	$128,988	$135,437	$142,209	$149,320	$156,786
Senior Civil Engineer	$163,683	$171,867	$180,460	$189,483	$198,957
Senior Construction Inspector	$119,633	$125,614	$131,895	$138,490	$145,414
Senior GIS Analyst	$133,305	$139,970	$146,969	$154,317	$162,033
Senior Library Assistant	$85,993	$90,293	$94,808	$99,548	$104,525
Senior Management Analyst	$139,228	$146,189	$153,499	$161,174	$169,232
Senior Project Manager	$139,228	$146,189	$153,499	$161,174	$169,232
Senior Transportation Engineer	$163,683	$171,867	$180,460	$189,483	$198,957
Systems Administrator	$140,576	$147,605	$154,985	$162,735	$170,871

APPENDIX “C”

Menlo Park Labor Management Committee (LMC)

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.

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APPENDIX "D"

Side Letter Agreement
Between
The City of Menlo Park and AFSCME, Council 57

Use of Floating Holidays

The City of Menlo Park and AFSCME, Council 57, agree to modify Article 10.2.2.2 Use of Floating Holidays of the July 1, 2026-June 30, 2027 MOU as follows:

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

This Side letter shall become effective when signed by all parties below.

FOR THE UNION:

Signed by:
Anthony Walters
E8CA205B89E2492...

Anthony Walters
Union Representative
AFSCME, Council 57

10/9/2026
Date

FOR THE CITY:

DocuSigned by:
Justin I. C. Murphy
8379C4D5DD3E488...

Justin I. C. Murphy
City Manager

10/9/2026
Date

APPROVED AS TO FORM:

DocuSigned by:
Charles Sakai
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Charles Sakai, Esq.
Sloan Sakai Yeung & Wong LLP

10/9/2026
Date