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IDnum 274 **Language** English **Country** United States **State** CA

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

Local 2167

Occupations Represented
Multiple occupations represented

Bargaining Agency City of Mill Valley

Agency industrial classification (NAICS):
92 (Public Administration)

BeginYear 1998 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MILL VALLEY
AND
LOCAL 2167, MILL VALLEY EMPLOYEES' ASSOCIATION, AFSCME, AFL-CIO**

This Memorandum of Understanding has been arrived at as a result of meeting and conferring in good faith under the provisions of Section 3500-3509 of the Government Code of the State of California and Resolution No. 4239 N. S. of the City of Mill Valley.

Local 2167, Mill Valley Employee's Association, American Federation of State, County and Municipal Employees' Association, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter sometimes referred to as the "Union", is the formally recognized employee organization for Representation Unit 1 which organization has been certified as such, pursuant to the Representation Election held on June 10, 1971, and Representation Unit 2 which organization has been certified as such, pursuant to the letter from the City Manager dated December 23, 1971.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned for salary and fringe benefit adjustments and other working conditions for the period commencing July 1, 1998 to June 30, 2002.

Section 1. Wages

- ◆ Effective July 1, 1998 all represented classifications will receive a 4.0% salary increase.
- ◆ Effective July 1, 1999 all represented classifications will receive a 4.0% salary increase.
- ◆ Effective July 1, 2000 all represented classifications will receive a 4.0% salary increase.
- ◆ Effective July 1, 2001 all represented classifications will receive a salary increase based on the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (San Francisco/Oakland) during the base period of April 2000 to April 2001 with a minimum increase of 2.0% and a maximum increase of 5.0%.

Section 2. Fringe Benefits

Fringe benefits as provided in this Memorandum of Understanding, the Personnel Rules and Regulations of the City of Mill Valley, and those rules, regulations, resolutions and/or ordinances which have been or may hereinafter be adopted by the City Council, shall apply only to those employees in Unit 1 working a regular, predetermined schedule of twenty (20) or more hours per week. The City agrees that

employees in Unit 1 will be not be scheduled to work less than twenty (20) hours per week for the purpose of circumventing this provision.

Employees in Unit 1A and Unit 2 are not eligible for the aforementioned fringe benefits provided in this Memorandum of Understanding.

Section 3. Bulletin Boards

The City shall provide a reasonable number of bulletin boards in places reasonably accessible to the employees covered by this Memorandum of Understanding for the purposes of posting notices of official union business.

Section 4. Consideration of Vacancies

Whenever any position in any classification specified in Attachment A of this Memorandum of Understanding becomes vacant, consideration will first be given to employees covered by this Memorandum of Understanding for possible placement in the vacancy before the City recruits from outside sources.

Section 5. Agency Shop and Dues Deduction

5.1 Agency Shop

- A. The Union is the exclusive representative of all employees within Representation Units 1 and 2. The City will notify the Union of all new employees hired in classifications it represents with the home address of said employee and the department to which the employee is assigned.
- B. The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on or discriminate against any employee regarding such matters.

Membership in the Union is recognized as separate, apart and distinct from the assumption by an employee of his or her equal obligation to the extent that he or she receives equal benefits. The Union agrees it is obligated to represent all of the employees in the appropriate units fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Memorandum of Understanding have been made for all employees in these units and not only for members of the Union, and this Memorandum of Understanding has been executed by the City after it has satisfied itself that the Union is the choice of a majority of the employees in these units. Accordingly, it is fair that employees in these bargaining units pay their own way and assume their fair share of the obligation along with the grant of equal benefit contained in this Memorandum.

In accordance with the aforementioned policy, all employees employed in a representation unit shall as a condition of employment either:

1. Become and remain a member of the Union; or
 2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this Memorandum of Understanding. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or
 3. Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bonafide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employees organization as a condition of employment; and
 - b. Pay a sum equal to the agency shop fee described in Section 5.1 B above to a non-religious, non-labor, charitable fund chosen by the employee from the charities designated by the City.
- C. The Union shall provide the City with a copy of the Union's "Hudson Procedure" for the determination and protest of its agency shop fees. The City shall provide a copy of the Union's "Hudson Procedure" to every employee hired into a class represented by the Union after the effective date of this MOU. The Union shall provide a copy of said "Hudson Procedure" to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition of any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

Deductions shall be made only upon voluntary written authorization of the employee. Deduction authorization may be canceled and the deduction discontinued at any time by the employee upon voluntary written notice to the Director of Finance. Deduction authorization or cancellation shall be made upon cards provided by the Director of Finance. The President of the Union shall notify the Director of Finance in writing as to the amount of periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union.

The employee's earnings must be regularly sufficient after all legal and required deductions are made to cover the amount of the check-off authorized. When an employee is in a non-pay status for the entire pay period in which deductions are made, no withholding will be made to cover that pay period from future

earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

Dues and service charges withheld by the City shall be transmitted to the Treasurer of the Local 2167, Mill Valley Employees' Association, American Federation of State, County and Municipal Employees', AFL-CIO, as the person authorized to receive such funds at the address specified by the President of the Union.

The Mill Valley Employees' Association (AFSCME), AFL-CIO, shall indemnify and save the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this provision of the Memorandum of Understanding.

The deduction authorization card will be in the following form:

<p>I hereby authorize and direct the Director of Finance of the City of Mill Valley to make a payroll deduction from my earnings once each month for my membership dues or service charges in the Local 2167, Mill Valley Employees' (AFSCME), AFL-CIO. The amount of the dues deduction or service charge shall be specified to the Director of Finance, in writing, by the President of Local 2167, Mill Valley Employees' (AFSCME), AFL-CIO. Initial deduction to be made on the first full pay period for the month of _____.</p> <p>Effective Date: _____</p> <p>_____ Signature of Employee</p>

Section 6. Effect of Memorandum of Understanding Upon Personnel Rules

In the event this Memorandum of Understanding conflicts with the Personnel Rules and Regulations of the City of Mill Valley, the terms of this Memorandum of Understanding will prevail.

Section 7. No Discrimination

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, sexual orientation, political or religious opinion or affiliation or activities, union activities as described in the Meyers-Millas-Brown Act and to the extent prohibited by State and Federal law, age and physical handicap; provided, however, that nothing herein shall be deemed to authorize the conduct of political, religious or union activities on City time or with City equipment or City supplies, except as otherwise provided in this Memorandum of Understanding.

Americans with Disabilities Act (ADA)

The Employer and the Union recognize that the Employer has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the Employer contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Agreement, the Union will be advised of any such proposed accommodation.

Section 8. Preparation of Classification Plan

It is the understanding of the parties that the classification plan shall be so developed and maintained that all positions substantially similar with respect to the kind, difficulty and responsibility of work are included within the same class.

The Union is to be informed, in advance, of changes in the classification plan affecting the unit and may consult with the Municipal Employee Relations Officer as specified in Section 3 of Resolution 4239 N.S. However, those changes in the classification plan will not be subject to the following meeting and conferring process.

Section 9. Salary and Wage Plan

9.1 Step 1: The first step is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the City Manager may authorize hiring at a higher step.

Step 2: Employees are eligible for this adjustment after the completion of six (6) months of continuous satisfactory service.

Step 3: The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 2 should be eligible for this step.

Step 4: This step should be granted after the employee has served a minimum of one (1) year of continuous satisfactory or better service at the third step.

Step 5: An employee should be eligible for adjustment to this step after serving one (1) year of continuous satisfactory or better service at the fourth step.

- 9.2** Advancement from one step to the other shall be only at the recommendation of the Department Head and approval by the City Manager. In such cases as the recommendation and/or approval are withheld, the reasons shall be stated in writing to the employee and be for cause. The denial of the step advancement shall be subject to the grievance procedure.
- 9.3** An employee's performance will be evaluated at least annually until the employee has been advanced to the top step of his or her classification. Evaluations will be done every other year for employees who have been advanced to the top step for their classification so long as the employee's performance continues to be satisfactory. Although performance evaluations are not subject to the grievance procedure, the employee may request that the City Manager review the evaluation.

Section 10. Effect of Salary Adjustments

- 10.1** **Range Change.** Upon the effective date of a rate change, the salary of any employee so affected shall be adjusted to the step in the new range corresponding to the step in the former range. Such adjustment shall not affect the employee's anniversary date.
- 10.2** **Reclassification.** When a position is reclassified to a range having a different maximum salary, the salary of the incumbent in such a position shall be changed to the step in the new range corresponding to the step in the former range. Such adjustment will not affect the employee's anniversary date or decrease his or her current salary.
- 10.3** **Promotion.** An employee who is promoted to a classification having a greater maximum salary than his or her former position shall receive a salary for the new classification which is five percent (5%) greater than the salary the employee is presently receiving; provided, however, that if the salary at Step 1 of the new classification is greater than the salary the employee is presently receiving, the employee shall receive the pay for said Step 1. The effective date of such promotion shall establish a new date for the employee's receiving step increases if said promotion results in the employee being placed at Step 1 of the new classification.
- 10.4** **Demotion.** An employee who is demoted shall have his or her salary reduced by five percent (5%) or reduced to Step 2 of the new classification whichever is greater.
- 10.5** **Transfer.** An employee transferred from one position to another in the same classification or to a different classification having the same salary range shall remain at the same salary step. Changes to positions with different maximum salary ranges

shall be administered in the same manner as reclassifications, promotions, or demotions as outlined in paragraphs 10.2, 10.3, or 10.4 above. It is not the intent of this Section that employees be transferred in order to place them in the new salary plan specified in Section 9.1.

Section 11. Examinations

11.1 Examinations Required. Appropriate written, oral, manual and/or physical examinations may be required for eligibility for any position. Such requirements shall be specified to the applicants in advance of the examination. A complete outline of all test requirements shall be included in the position announcement.

11.2 Scope of Examinations. Examinations may be assembled or unassembled, and may include investigations of training and experience, tests of aptitude, particular abilities, general and technical knowledge, manual skill, physical and mental fitness, and such other tests as are required to discover the capabilities of applicants relative to the duties of the position for which the examinations are conducted.

11.3 Qualifying Grades and Rating Examinations. In all examinations, the minimum grade of standing by which eligibility shall be determined, shall be based upon all factors of the examination. Failure in one part of an examination may be considered grounds for declaring that the applicant has failed in the entire examination or has been disqualified for subsequent parts of an examination.

11.4 Notification of Results. Each competitor shall be given written notice of the results of the examination and, if successful, of his or her final rating and his or her relative order on the list of successful candidates. Following any written examination, the examination key will be available for inspection for the five (5) working days next succeeding such examination. Any protest or complaint as to the form, content, or administration of the examination must be filed in writing with the Municipal Employee Relations Officer during this five (5) day period. Any candidate shall have the right to inspect his or her own written examination papers after all phases of the examination have been completed and scored, providing that he or she shall do so within thirty (30) days after the eligible list has been established. An error in grading or rating, if called to the attention of the Municipal Employee Relations Officer within one (1) month after announcement of examination results, shall be corrected. Correction shall not, however, invalidate appointments previously made, except for appointments made as a result of a promotional examination.

Section 12. Appointments

12.1 Types of Appointments. All vacancies in the service shall be filled by re-employment, reinstatement, promotion, transfer, demotion or original appointment from an eligible list. In the absence of an eligible list, a temporary emergency or limited appointment may be made.

12.2 **Re-Employment.** The name of each employee who is laid off in accordance with this Section shall be placed at the head of the eligible list for the class of position which he or she held, and he or she shall be given preference in filling vacancies in that class, in accordance with the Personnel Resolution. This re-employment preference shall end after eighteen (18) months of layoff from the City of Mill Valley.

12.3 **Reinstatement.** A permanent employee who has resigned in good standing may be reinstated to a vacant position in the same class as his or her previous position within a period of one (1) year from the effective date of his or her resignation. Reinstatement shall be on a probationary status. No probationary period is required if the employee is reinstated to the same class in the same department as he or she held immediately prior to resignation and has completed probation in that class.

Those employees who have been terminated for any reason and subsequently reinstated with the City of Mill Valley within a period of one (1) year from the date of such termination shall receive credit for the purpose of computing vacation benefits for the time worked for the City of Mill Valley prior to the termination.

12.4 **Promotion.** In the event it is desired to fill a vacancy by promotion, the Municipal Employee Relations Officer may prepare and administer an examination to those persons holding positions in lower classes. The preparation of the examination and the certification of eligibles shall follow the procedure outlined in the Personnel Rules and Regulations for original appointment.

12.5 **Transfer.** An employee may be transferred from one class in one department or organization to a position of the same class in another organization unit or to a comparable class. Such transfer shall not result in a loss to the employee of any accumulated vacation leave or sick leave.

12.6 **Demotion.** A demotion is the assignment of an employee to a classification with a lower salary range than the salary range of his or her present classification. A position may be filled by demotion of an employee in accordance with the Personnel Rules and Regulations or in the event of a necessary reduction in personnel due to lack of work or funds. An employee may be demoted in preference to being laid off, without prejudice to his or her working record.

12.7 **Preparation for Appointment.** Insofar as practicable, vacancies should be anticipated sufficiently in advance as to permit the Municipal Employee Relations Officer to determine who may be available for appointment, whether or not the position involved is properly classified, and if necessary, to prepare a class specification and to proceed to establish a list of eligibles.

12.8 **Temporary Appointment.** Any person meeting the minimum qualifications for the class and acceptable to the Department Head may be appointed temporarily upon the approval of the Municipal Employee Relations Officer. A temporary appointment to

a vacant position in the representation unit (a position regularly filled) shall be limited to a maximum of six (6) months. Upon completion of this six-month period, the temporary employee must be laid off. This time limitation shall not apply to temporary appointments to positions used for a special project or survey of a limited duration or to employees who substitute for other employees in the unit due to illness or leaves of absence.

No time spent under temporary appointment shall be credited to the probationary period or used for computing any privileges accruing under the Memorandum of Understanding except substitutes of six (6) months duration or longer.

12.9 Acting Pay. An employee assigned by the Department Head or his or her designated representative to perform the duties of higher level classifications on an "acting" basis shall, after ten (10) consecutively scheduled work days, receive "acting" pay which shall be computed at the lowest step of the higher classification; provided, however, that such salary shall not be less than five percent (5%) more than the employee's current salary. Such "acting " pay to be retroactive to the first day the employee performed the duties of the higher classification. Qualified employees assigned to the classification of Motor Sweeper Operator shall receive "acting" pay as described above beginning the first work day of said assignment.

12.10 Standby Pay. An employee assigned by the Department Head to standby duty shall receive One Hundred Fifteen Dollars (\$115.00) for each full week of standby assignment (prorated to \$10.00 for each weekday and \$15.25 for each weekend day if the employee so assigned is unavailable for a full week of standby).

Under normal circumstances, the City will attempt to give no less than five (5) work days' notice of assigned standby and, once assigned, no less than five (5) work days' notice of cancellation of standby; it being understood that circumstances beyond the City's control may result in less than five (5) work days' notice being given.

Section 13. Probationary Period

13.1 Objective of Probationary Period. All original or promotional appointments shall be tentative and subject to a probationary period of six (6) months' continuous service; provided, however, that at the discretion of the Department Head and with approval of the City Manager the probationary period may be extended to a total of one (1) year of continuous service. The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of new employee to his or her position, and for rejecting any probationary employee whose performance does not meet required work standards.

Approximately one-half through the original six (6) months probationary period, and at no less than three (3) months thereafter, each probationary employee will be

informed by his or her supervisor and/or his or her Department Head of his or her performance evaluation.

13.2 Rejection of New Appointments during Probation Period. During the probationary period, a new employee may be rejected by the City Manager without recourse to the grievance procedure; provided, however, that there shall be no discrimination against any employee and provided further that the performance evaluations specified in Section 13.1 have been conducted.

13.3 Rejection during Probationary Period following Promotion. Any permanent employee rejected during the probationary period following promotion shall be reinstated to the position from which he or she was promoted, unless charges are filed and he or she is discharged in accordance with the provisions provided elsewhere in this Memorandum of Understanding.

If, before completing the required probationary period, an employee is appointed to a higher class in the same or related series of classes, the time served in such higher class shall be counted toward the completion of the probationary period in the lower class.

Section 14. Hours of Work

14.1 Hours of Work. The following provisions shall govern the hours of work for this representation unit, provided that these provisions shall not in any case interfere with essential services to be rendered by a department.

The normal work week for all full-time field personnel, and office clerical personnel shall be forty (40) hours.

The work week for employees in the classification of Groundswoker at the Golf Course shall be forty (40) hours per week to be worked during a five (5) or six (6) day period, Monday through Sunday. The overtime rate shall not apply until the employee has worked for over forty (40) hours.

The normal work week for library personnel shall be thirty-five (35) hours; provided, however, that by mutual agreement between the Department Head and the employee, library personnel may increase their normal work week up to forty (40) hours at an increase in pay of five percent (5%) or such increase in pay as is proportioned to the hours worked over thirty-five (35), (e.g., a thirty-seven and one-half (37-1/2) hour work week would entitle the employee to an additional two and one-half percent (2-1/2%) increase in pay.)

14.2 Shift Work at Treatment Plant. The swing shift, graveyard shift, and weekend work at the sewer treatment plant shall be rotated among the plant operators as equally as possible.

Shift schedules shall be posted in advance with the expectation that such schedules will be in effect for at least six (6) months, it being understood that if schedule changes are required, employees will be given advance notice of such changes.

Employees assigned to work the swing shift or graveyard shift shall receive a shift differential of five percent (5%) above their base salary rate.

Section 15. Overtime

15.1 Overtime. Authorized overtime will be compensated at one and one-half (1-1/2) times the straight-time rate based upon the regular monthly salary. The smallest unit of working time credited as overtime shall be one-half (1/2) hour, provided further that when an employee is called back beyond the normal working day, the smallest unit of overtime credited shall be one (1) hour.

If an employee is required to work on a holiday, he or she shall be paid one and one-half (1-1/2) times his or her straight-time hourly rate for all hours worked in addition to his or her holiday pay.

Any employee required to serve as a witness to any litigation involving City business during his or her normal off-duty hours shall earn overtime for such time. If compensation is paid by the court for such service, other than mileage, the money shall be deposited with the City Treasurer.

15.2 Call Back. An employee who has completed his or her normal workday and is called back to work (from home) shall, upon reporting, receive a minimum of three (3) hours' pay. This provision does not apply to instances in which the employee is called to report before his or her regular starting time and works until the start of the regular workday.

An employee who is called back to work and uses his/her personal vehicle to return to the work site shall be reimbursed for miles driven at the applicable IRS rate.

15.3 Compensatory Time. Eligible employees may periodically elect to accrue compensatory time in lieu of overtime pay. Employees shall make a choice, on the first regular workday after the overtime between the payment of overtime or the accrual and use of compensatory time off.

Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

Employees may not accrue compensatory time off that exceeds sixty (60) hours. Once a sixty (60) hour accrual has been attained, authorized overtime hours work will be paid at the overtime rate.

Accrued compensatory time off may be carried over from one (1) fiscal year to the next; however, accrued compensatory time off balances may not exceed sixty (60) hours.

Employees who have accrued more than sixty (60) hours' compensatory time off will not lose said time but will be paid time and one-half (1-1/2) of overtime work until the accumulated compensatory time is less than sixty (60) hours.

The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee.

- 15.4** **Emergency Lodging.** In the event of an emergency, when the City requires an employee to stay overnight within the City limits, the City shall pay for the employee's related expenses which shall include lodging, meals, phone and any other approved expenses. During events of this nature, the employee will not be restricted to their work site or hotel, but will be immediately available by pager.

Section 16. Holidays

The following days shall be paid holidays for all employees within Representation Unit 1, unless hereinafter excluded, in regular positions, working a regular, predetermined schedule of twenty (20) or more hours per week.

Holidays. The following days shall be paid holidays:

New Year's Day	(First day of January)
Martin Luther King's Birthday	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(Fourth day of July)
Labor Day	(First Monday in September)
Veterans Day	(Eleventh day of November)
Thanksgiving	(Fourth Thursday in November)
Day after Thanksgiving	(Fourth Friday in November)
Christmas Day	(Twenty-fifth day of December)

Every day appointed by the President of the United States or the Governor of the State of California for public fast, thanksgiving or holiday, which is observed by employees of the appointing authority (i.e., Federal employees are given the day off if the President declares a holiday) and which is approved by the City Council.

Effective January 1, 1995, every January 1, employees on the payroll at that time shall receive three (3) floating holidays which shall be added to said employee's vacation leave.

When a holiday is on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a regularly scheduled day off other than Sunday, employees shall receive an extra day off which shall be added to their accumulated vacation balances.

Section 17. Leaves of Absence

17.1 Vacation Leave for Employees in Unit 1. Vacation leave with one (1) year's service at the rate of five-sixth's (5/6) of a vacation day per month up to one (1) year. Vacation leave with pay shall be credited to all permanent employees with more than one (1) year's service at the rate of two (2) calendar weeks per year. Vacation leave with pay shall be credited to all employees with more than five (5) years' service at the rate of three (3) calendar weeks per year. Vacation leave with pay shall be credited to all employees with more than ten (10) years' service at the rate of nineteen (19) days per year.

Leave with pay shall be credited to all employees with more than fifteen (15) years' service at the rate of twenty-two (22) days per year. Upon completion of each

monthly period, the yearly vacation shall be prorated and credited to each employee's account; a report of these balances shall be posted in appropriate departments. Vacation shall be accrued during the probationary period; however, no vacation time off shall be used during the original probationary period.

At termination of a permanent employee, fractional periods of vacation shall be figured and credited to the employee's account. Unused vacation time at termination is compensated by payment at the employee's rate of pay. No vacation time is due to any employee who is terminated prior to being certified as a permanent employee.

Vacation leave for employees with less than five (5) years' service may not be accumulated beyond four (4) weeks, and for employees with more than five (5) years' service beyond six (6) weeks; however, that any accumulations in excess of the limited authorized by this Section shall be enforced on each employee's anniversary date and any excess vacation accrual shall be forfeited.

The time employees may take their vacation shall be determined in each case by the Department Head with regard to the needs of the service and the wishes of the employees.

Vacation leave accumulated and credited each month may be used at anytime, subject to the above approval. Sickness that occurs during vacation leave, upon a doctor's certification, will be considered sick leave.

Recognizing that employees are entitled to take vacation on a basis of number of days per year, increasing with service, but that the accrual of vacation credit is prorated to fractional additions for each pay period, it is understood that employees are entitled to overdraw their accrued vacation balances by a maximum of five (5) working days for the purpose of enabling the employee to take the annual vacation amount to which he or she is entitled. In the event of separation of an employee who has overdrawn his or her vacation balance, the final paycheck will be adjusted by deducting the earnings for the vacation time overdrawn.

Employees who are in positions compensated by a fixed monthly or yearly salary who are on leave without pay for more than ten (10) working days in any calendar month shall not accumulate vacation leave for that month.

17.2 Sick Leave. Sick leave with pay shall be granted to all permanent employees in Unit 1 except as hereinafter provided at the rate of one (1) working day for each full calendar month of service. At the time of certification to permanent status, an employee shall be credited with six (6) days' sick leave and shall accumulate sick leave thereafter at the rate of one (1) day of sick leave for each full calendar month of service up to a maximum of one hundred eighty (180) days.

Employees in positions compensated by a fixed monthly or yearly salary who are on leave without pay for more than ten (10) working days in any calendar month shall not accumulate sick leave for that month.

Sick leave shall be charged at the rate of one (1) day for each normal workday's absence.

Sick leave may be taken for absences from duty made necessary by:

- (1) Personal illness or physical incapacity, caused by factors over which the employee has no reasonable immediate control.
- (2) Injury not incurred in line of duty, except where traceable to employment by an employer other than the City.
- (3) Medical, dental or eye examinations or treatment for which an appointment cannot be made outside of working hours.

Special leave with pay may be taken and charged against sick leave credits for:

- (1) Hospitalization of a member of the immediate family, or any member of an employee's household for whom the employee is entitled to claim an exemption under the Federal income tax law, or
- (2) Care of a member of the immediate family who is critically ill or injured, though not hospitalized, where such leave is approved by the head of the department.

For the sections referenced above, the definition of immediate family shall be restricted to father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, spouse, son, daughter, stepson, stepdaughter, and foster child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any other person for whom the employee is the legal guardian. Substantiation of the death may be required by the Department Head.

An employee who absents himself or herself from duty on sick or special leave shall notify the head of the department, or such other person as department rules may provide, early on the first day of absence, of the reasons for requiring such leave, and failure to do so may be grounds for denial of such leave with pay for the period of absence.

Each such absence shall be reported by the departments to the Personnel Department, where proper records shall be maintained of all absences.

Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

Sick leave shall automatically terminate on the date of retirement of the employee or on the date on which an ordinary disability allowance under the retirement system becomes effective.

17.3 Proof of Illness. In any request for sick leave with pay for three (3) or more calendar days, the Department Head may require a statement in writing signed by a regularly licensed physician, or the submission of other substantiating evidence that the employee is incapacitated and unable to perform his or her duties.

17.4 Payment for Unused Sick Leave. In the event of retirement, death, or resignation from employment with the City, after ten (10) or more years of service, an employee, or his or her estate in the case of death, shall receive a cash payment equivalent to one-third (1/3) of the employee's accumulated but unused sick leave. This payment may not exceed 60 days total payment. Effective July 1, 1999, this payment may not exceed 100 days total payment.

17.5 Leave Without Pay. The Municipal Employee Relations Officer may grant an employee leave of absence without pay for a period not to exceed one (1) year whenever such leave is considered to be in the best interest of the service. For example, a leave may be granted to allow an employee to take a course of study which will increase his or her usefulness to the City upon return to his or her position. Such leave shall be requested in writing by the employee, and shall require written approval by the Department Head and the Municipal Employee Relations Officer. Upon expiration of the regularly approved leave without pay, the employee shall return to the position held at the time leave was granted. During an approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission for such leave. A leave without pay may be taken for temporary employment by the Union.

17.6 Military Leave. Whenever a permanent employee in Unit 1 who is a member of a reserve component of the Armed Forces of the United States or of the National Guard and who has completed one (1) year of active military duty or one (1) full year in the City's employ and is required to be off work as the result of military orders to perform annual active duty military reserve training, he or she shall receive full salary for the fourteen (14) day period of training. In the event of an emergency declared by the President or his official representative, the employee will be paid for up to thirty (30) calendar days. The above payment shall be made provided that any money he or she receives for military leave is deposited with the Finance Department.

17.7 Funeral Leave. In the event of the death in the immediate family of an employee who has one (1) or more years of seniority, he or she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.

For the sections referenced above, the definition of immediate family shall be restricted to father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, spouse, child, son, daughter, stepson, stepdaughter, and foster child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any other person for whom the employee is the legal guardian. Substantiation of the death may be required by the Department Head.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

- 17.8 Worker's Compensation Leave.** Whenever a permanent employee in Unit 1 is required to be off work as the result of an injury or illness directly traceable to City employment, he or she shall receive full pay for time he or she is disabled for the balance of the day in which the injury or illness occurs and up to four (4) work days immediately following said illness or injury. Any compensation received during the following period of thirty (30) calendar days shall be deducted from the employee's sick balance, if any. Thereafter, for the next thirty (30) calendar days, the employee will receive full pay from the City.

If an employee has a recurrence of a specific illness or injury or suffers an injury or illness directly related to a prior illness or injury, the employee will receive full pay only for the day on which the injury or illness occurs. Thereafter, the employee shall be paid in accordance with Section 17.2 Sick Leave. (For example, if an employee suffers a job related back injury, is released to return to work after a recovery period, and is unable to work at full capacity because of his or her back pain or reinjures his or her back while performing work, said employee would be paid for the last day worked and thereafter any pay would be deducted from his or her sick leave balance, if any. Conversely, the repeated contracting of poison oak would not be considered a reoccurrence of the same illness or injury.)

The above payments are to be made for any one (1) period of absence due to illness or injury and are to be integrated with any payments the employee receives from the Worker's Compensation Insurance Carrier. Employees will not be compelled to utilize sick leave during the first thirty (30) day period.

- 17.9 Leave to Serve on Jury Duty or as a Witness at a Trial.** Whenever a permanent employee in Unit 1 is required during normal working hours to serve as a juror, or as a witness at a trial not involving City business, he or she shall be granted leave for such purpose upon presentation of a jury notice to the City Manager via his or her Department Head. He or she shall receive full pay for time he or she serves on the jury, or as a witness, provided that any money he or she receives for such duty is deposited with the Finance Department.

17.10 Maternity/Paternity Leave. Employees may take four months of maternity/paternity leave without pay or benefits and with prior approval from the City Manager.

Section 18. Training

18.1 Credit for Training. Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the Municipal Employee Relations Officer.

18.2 Required Training. If an employee is required to furnish his or her own transportation to attend a training course required by his or her Department Head when the course is conducted during his or her regular working hours, he or she shall be reimbursed for any public transportation fares or incurred tolls, parking and mileage. The mileage shall be the distance between his or her residence and the training site minus the distance between his or her residence and City Hall.

If an employee is required to furnish his or her own transportation to attend a training course required by his or her Department Head when the course is conducted during his or her off-duty hours, he or she will be reimbursed for public transportation fares or incurred tolls, parking and mileage.

Employees who use their personal vehicles to attend seminars or classes required by the City which were held outside City limits will be paid for use of their personal vehicle at the applicable IRS mileage rate (currently 31¢ per mile).

18.3 Tuition Refund Program.

A. The City of Mill Valley will reimburse tuition costs within budgetary limitations to regular full-time employees in Unit 1 who successfully complete a college level course which is related to their job classification subject to the following requirements:

- (1) The course must be approved in advance by the City Manager.
- (2) The employee must complete the course with a passing grade of at least "B" or its equivalent.
- (3) This program is limited to payment of actual tuition costs only.
- (4) Approval will not be granted to any one (1) employee for more than two (2) courses in any one (1) semester.
- (5) This program is not available to probationary, part-time, seasonal or temporary employees.

(6) The City will not reimburse employees if they are eligible for tuition reimbursement from some other source, such as the Veterans Administration.

B. If approved by the City Manager, the City will pay for or provide books required for the course and they shall become the property of the City.

18.4 **Continuing Education.** The City shall ensure interested employees receive training/classes that enhance their performance and knowledge on the job and prepare them for advancement in the field of their employment or other positions offered by the City. The City and Union shall meet to determine the type of training/classes needed.

Section 19. Layoff and Reemployment

19.1 **Notice of Layoff.** The Department Head shall give at least fifteen (15) working days' advance written notice to employees to be laid off. Such notice shall also be furnished to the Union.

19.2 **Order of Layoff.** Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in permanent status. Layoffs and leaves of absence without pay shall be bridged in computing length of continuous service.

19.3 **Bumping Rights.** An employee who had achieved permanent status at the time of layoff may displace the least senior employee in a lower classification provided the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.

19.4 **Recall.** An employee who had achieved permanent status at the time of layoff shall have his or her name placed on a recall list which shall be maintained for eighteen (18) months from the time of layoff. Employees in the recall list shall be first recalled by seniority to fill openings in the classification from which they were laid off before other employees are hired to fill those openings. Returning employees shall be recalled to the same salary (including any negotiated increases as when laid off). Employees demoted as a result of a layoff shall be allowed to return to openings in the position from which they were demoted by seniority at the same salary (including any negotiated increases) they received at the time of demotion.

Failure of an employee to return to work when recalled as communicated by written notice will result in the termination of employment of said employee.

Section 20. Resignation

An employee wishing to leave the service in good standing, shall file with the Department Head at least two (2) weeks' notice of his or her intention to leave the service, and a written resignation stating the effective date and reasons for leaving, unless Department Head consents to his or her leaving sooner. The resignation shall be forwarded to the City Manager. Failure of the employee to give the notice required shall be entered on the service record of the employee and may be cause for denying future employment by the City. The resignation of any employee who fails to give the required notice shall be reported by the Department Head immediately. When an employee submits a voluntary written resignation from City employment effective on a subsequent date, said voluntary resignation may not thereafter be withdrawn without the consent of the City Manager.

Section 21. Discharge or Suspension

A permanent employee may be discharged or suspended for just cause. Where appropriate, the employee shall be notified in writing of the proposed action, of the reasons for such action, and given any documents or materials on which the disciplinary action was based. The employee shall have a right to appeal the decision in accordance with the grievance procedure to the Department Head within three (3) working days of the time at which the affected employee was notified of said action, provided, however, that probationary employees do not have such right of appeal. If the City Manager's personal representative in pursuance of the procedures outlined in Section 22 resolve a grievance which involves suspension or discharge, he or she may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to the Board established in accordance with Section 22 and the Board finds that the City has just cause to take the action complained of, the Board may not substitute its judgment for the judgment of management and if it finds that the City had just cause, it may not recommend reinstatement and it may not recommend any penalty upon the City.

Section 22. Grievances

22.1 Grievance Procedure

- A. A grievance is any dispute which involves the discharge of an employee or the interpretation or application of the Personnel Rules and Regulations of the City of Mill Valley and of those rules, regulations, resolutions, and/or ordinances which have been or may hereafter be adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, resolutions and ordinances as may be adopted by the City Council to affect memoranda of understanding which result from the meeting and conferring process.
- B. Grievance shall be processed in the following manner:
- (1) Any employee who believes that he or she has a grievance may discuss his or her complaint with his or her Department Head or with such subordinate management official as the Department Head may designate. Grievances must be initially brought up within five (5) working days of the occurrence giving rise to the grievance, or they shall be considered waived and abandoned. The Department Head or his or her designated subordinate shall have five (5) working days to reply to a grievance. If the issue is not resolved within the department, or if the employee elects to submit his or her grievance directly to an official of the Union, the procedures hereinafter specified may be invoked.
 - (2) Within five (5) working days, in the case of grievances initially presented but which were not resolved within the department, or ten (10) working days in the case of all other grievances, any employee and/or any official of the Union may notify the City Manager in writing that a grievance exists, and in such notification state the particulars of the grievance and, if possible, the nature of the determination which is desired. If the grievance is not processed within the five (5) or ten (10) day working period, as the case may be, it shall be deemed waived and abandoned. The City Manager shall designate a personal representative and attempt to reach a satisfactory resolution of the problem. Nothing herein, however, shall preclude the City Manager from investigating said grievance and attempting to reach a satisfactory resolution. No grievance may be processed under item (3) below which has not first been filed and investigated in pursuance of this item (2).
 - (3) Any grievance which is not resolved in pursuance of the earlier provisions of this procedure may be appealed in writing within five (5) working days to a Board consisting of one (1) representative appointed by the City, one (1) representative appointed by the Union, and one (1) representative selected by mutual agreement between the two (2) Board members. The decision of this Board shall be in the form of a written recommendation to the City Manager, with a copy to the Union. The Board shall, in no event, entertain, hear, or make recommendations on any dispute involving a position over which a formally recognized employee

organization has jurisdiction, unless such dispute falls within the definition of a grievance as hereinabove set forth in Paragraph A.

(4) All of the above time limits may be waived by mutual agreement between the employee organization and the City.

C. No grievance involving the suspension or discharge of an employee will be entertained unless it is filed in writing with the Department Head within three (3) working days of the time at which the affected employee was notified of such action.

If the City Manager in pursuance of the procedures outlined in Item B (2) above resolves a grievance which involves suspension or discharge, he/she may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to the Board established in accordance with Item B (3) above and the Board finds that the City Manager has cause to take the action complained of, the Board may not substitute its judgment for the judgment of management and if it finds that the City Manager had cause, it may not recommend reinstatement and it may not recommend any penalty upon the City.

D. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Department Head. In such cases, no adjustment shall be effective before the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the Personnel Rules and Regulations of the City of Mill Valley or the rules, regulations, resolutions and ordinances of the City Council, or in accordance with understandings contained in any memorandum of understanding which has resulted from the meeting and conferring process and subsequently adopted by the City Council shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

22.2 Stewards. There shall be one (1) steward in each of the following areas: Shop, Finance and Library, Parks and Recreation, Streets, and Sanitation.

If the employee desires the assistance of an authorized Union representative as provided in step (2) of the grievance procedure, the City agrees to permit one (1) steward, designated by the Union, reasonable time off during regular work hours without loss of compensation or other benefits for the purpose of taking up said grievance. The grievant and/or the authorized Union representative shall obtain the specific approval of the Department Head or other authorized City management

official before leaving his or her duty or work station or assignment for the purpose of processing a grievance.

Section 23. Off-Duty Employment

Any employee in Unit 1 who accepts gainful employment with another employer during off-duty hours shall notify the City Manager through administrative channels. This employment shall not interfere with his or her regular City employment.

Section 24. Additional Benefits

24.1 Information on Insurance and Retirement Plans. The master policy for insurance and retirement plans shall be on file in either the Department of Finance or the office of the City Clerk. Employees shall be allowed to review these policies in case they have any questions about the provisions of the plans.

24.2 Retirement. The City is a member of the Public Employees' Retirement System (PERS) of the State of California for the purpose of providing retirement benefits to eligible employees. The employee's contribution is determined by the Public Employees' Retirement System. In the event an employee leaves City employment prior to retirement, the employee may withdraw his or her contributions (but not the City's) with interest; or he or she may leave his or her contributions in PERS to later receive a partial retirement income based on his or her contributions. The City's Employees in Unit 2 are not eligible for this benefit.

24.3 Retiree's Medical Employees with 15 years of service with the City of Mill Valley that take a normal PERS retirement from the City of Mill Valley shall be reimbursed for paid medical benefits for themselves and their spouse after retirement up to the City of Mill Valley Kaiser premium amount upon presentation of proof of payment.

In the event the City of Mill Valley is required by Federal law to place employees covered by this Memorandum of Understanding back into the Social Security system, the City will pay for the cost of retiree medical for employee and spouse as specified above.

24.4 Health and Dental Insurance. The City is enrolled in three group health plans for the purpose of providing hospital-medical benefits for eligible employees. These plans are: Kaiser Foundation Health Plan B including the Kaiser Drug Plan and Blue Cross Health Plan B, and Health Net medical plan. An eligible employee may select one of these three plans in accord with the provisions of the plans. The City provides dental care through the Marin Cities JPA Self-Insured Dental Plan.

The City shall pay the cost of providing medical and dental coverage for the employee and his/her eligible dependents; provided, however, that in no event shall the City be obligated to contribute an amount in excess of the Kaiser family rate.

- 24.5 Duplicate Medical Coverage.** Effective the first of the month following the adoption of this Memorandum of Understanding, any employee who has health plan coverage as a result of being an eligible dependent of a person employed either by the City or elsewhere may request that his/her health plan coverage as an employee of the City be terminated; and that, in lieu of the amount the City would otherwise pay for the health plan coverage for that employee, one hundred seventy-five (\$175.00) per month will be paid by the City into the employee's deferred compensation account. To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage for him/herself which shall be confirmed annually before July 1, of each year, and agree to pay for COBRA coverage, if available, until the following July 1 should coverage be lost through change of dependent status or employment status of the person covering the employee. Re-enrollment in a City-sponsored health plan will be subject to the rules of the specific health plan.
- 24.6 Life Insurance.** The City pays the full cost of providing life insurance coverage of Twenty-Five Thousand Dollars (\$25,000) face value for eligible employees. Employees may at their own option and expense purchase additional life insurance.
- 24.7 Long-Term Disability Insurance.** The City pays the full cost of providing long-term disability insurance for eligible employees with maximum coverage of \$2,000 per month.
- 24.8 License Fees.** The City shall pay all fees related to all certificates and licenses required in connection with City employment. This provision does not apply to California State Driver's Licenses.
- 24.9 Rest Periods.** The City's present practice of allowing employees two (2) fifteen-minute rest periods per work shift conducted during the regular work shift will continue.
- 24.10 Safety.** Within sixty (60) days of adoption of the MOU, the City shall meet and confer with the Union regarding areas that are identified to be hazardous (containing needles) for employees responsible for trash/garbage removal and for employees who work with and around hazardous substances.
- Safety Committee meetings will be held with union representatives to review injury reports, safety issues, and to recommend remedial action. The City will conduct safety seminars for all employees whenever appropriate. Such seminars will be conducted during the regular work shift.
- 24.11 Uniforms.** All Parks and Recreation and Public Works personnel required to wear uniforms will be entitled to a maximum of Two Hundred Dollars (\$200.00) for the purchase of pants only.

All uniforms shall be worn in accordance with regulations issued by the City Manager.

24.12 Safety Shoes. Effective July 1, 1998, the maximum allowance for replacement of worn out or damaged safety shoes will be Three Hundred Dollars (\$300.00) over two (2) years as defined by the first two years of this Memorandum of Understanding.

Effective July 1, 2000, the maximum allowance for replacement of worn out or damaged safety shoes will be Three Hundred and Fifty Dollars (\$350.00) over two (2) years as defined by the last two years of this Memorandum of Understanding

24.13 Safety Glasses. All SASM, Parks and Recreation and Public Works personnel that wear prescription glasses and are required to wear safety glass while on the job will be reimbursed for the purchase of prescription safety glasses. Reimbursement will not exceed Sixty Dollars (\$60.00) for single correction or double correction.

Replacement of prescription safety glasses will occur only due to change in prescription or work related damage to glasses.

24.14 Mechanic's Tools. Effective July 1, 1998, the Auto Mechanic and Maintenance Mechanics will receive a maximum tool allowance of \$200.00 and Fifty Dollars (\$250.00) per year. Tools purchased shall be applicable to the employee's job.

Effective July 1, 2000, the Auto Mechanic and Maintenance Mechanics will receive a maximum tool allowance of \$300.00 Dollars (\$300.00) per year. Tools purchased shall be applicable to the employee's job.

24.15 Reimbursement. To receive the allowances specified in Section 24.10 through 24.14, an employee should submit a receipt to the Department Head upon purchase of replacement clothing, safety shoes or mechanic's tools.

24.16 Deferred Compensation. Effective July 1, 1999, the City shall match any employee's contribution to the employee's deferred compensation account, on a dollar-for-dollar basis, up to a total City contribution of Three Hundred Dollars (\$300.00) per year.

24.17 Video Display Terminal Users Eye Examination.

The City of Mill Valley (City) agrees to provide an annual eye examination on City time and at City expense as follows:

1. Eligible employees are entitled to an eye examination, replacement frames and lenses, if prescribed, once every twelve (12) months.

2. Eligible employees must use video display terminals at least an average of two (2) hours per day as certified by their department.
3. Eligible employees who wish an eye examination under this program must request it through their Department Head. The City will arrange for eye examinations and monitor the results on a City-wide basis.
4. Should prescription VDT glasses be prescribed for the employee, following an eye examination, the City agrees to provide up to a maximum of One Hundred Twenty-five Dollars (\$125.00) per year for the cost of the eye examination, single vision VDT lenses (regular or pink) and frames.

Employees who purchase lenses or frames of a different type or beyond the allowable expense will be responsible for paying the doctor directly for the additional cost.

24.18 Family Medical Leave Act. The City will comply with the requirements of the Family Medical Leave Act.

24.19 Ergonomic Workplace. The City agrees to continue to monitor all work stations to ensure that they are ergonomically correct.

Section 25. Treatment Plant Operators

25.1 Minimum Requirements for Treatment Plant Operators Hired with a Certification Lower than a Grade II. Non-certified applicants may be considered at the discretion of the City but are required to take and pass the first or second State exam for Grade I Certification for which the employee can qualify. Failure to do so may result in reassignment or termination. Certification at the Grade II or higher level is required within three years of placement. Failure to achieve this level may result in reassignment or termination.

25.2 Special Compensation. Treatment Plant Operators with a Grade II (or higher) Certification shall receive an additional 5% in salary. Treatment Plant Operators who obtain their Grade III Certification shall receive a one-time payment of Five Hundred Dollars (\$500.00). Certification in Wastewater Treatment Plant Operation is obtained from the California State Water Resources Control Board.

Section 26. Maintenance Worker and Groundworker

The Maintenance Worker I and Maintenance Worker II positions have been "deep classed" into a single position called Maintenance Worker.

26.1 Special Compensation.

Maintenance Workers and Groundworkers who pass a training program in operation of the backhoe and grader and have been at Step 5 for at least one year, will receive an additional 7% in salary. The course will be made available at least once each year.

26.2 Maintenance Worker II's and Senior Groundworkers are Grandfathered.

Employees who were Maintenance Worker II's or Senior Groundworkers are not required to meet the above requirements in Section 26.1. Employees who were in these classifications shall be paid at the maximum rate of Step 5 plus 7%. Any decrease in salary shall be for disciplinary reasons and subject to the grievance procedure.

26.3 Training Committee. It is the intention of the undersigned that the Maintenance Workers receive the training necessary to safely operate their machinery. Towards that goal, a training committee consisting of two members of AFSCME and two representatives of the City Manager shall meet for the duration of this contract to effect ongoing training for the maintenance workers.

Section 27. Personnel Files

Employees will be given copies of derogatory material and letters of commendation before such material or letters are placed in the employee's official personnel file which is maintained at City Hall.

Section 28. Personal Property Reimbursement

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

1. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
2. Ordinary wear and tear of personal property used on the job is not compensated.
3. Employee tools or equipment provided without the express approval of the department head and automobiles are excluded from reimbursement.
4. The loss or damage must have occurred in the line of duty.
5. The loss or damage was not a result of negligence or lack of proper care by the employee.
6. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.

7. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
8. The burden of proof is on the employee.

Section 29. Backflow License

Those employees who at City request have obtained a backflow license and are specifically assigned by the City to perform the backflow work shall be paid One Hundred Fifty Dollars (\$150.00) per year for the performance of such work.

Section 30. Subcontracting

Prior to a final decision being reached, the City will give the Union at least thirty (30) calendar days notice of its intent to contract or subcontract work customarily performed by members of the AFSCME bargaining unit where such contracting or subcontracting would result in layoff of such bargaining unit members or elimination of authorized positions from the budget. The Union shall be given the opportunity to meet with the City to discuss the effect of the proposed action upon its members.

Section 31. Sexual Harassment

All City employees will be subject to disciplinary action including possible termination of employment for sexual harassment which includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, which such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

Section 32. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters subject to meeting and conferring; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

It is mutually recommended that the modifications shown above be made applicable on the dates shown above and in conjunction with the existing Personnel Rules and Regulations of the City of Mill Valley as they may be modified herein shall constitute the entire program for compensation and conditions of employment for such employees for the period July 1, 1996 through June 30, 1998.

Dated: _____

LOCAL 2167 MILL VALLEY EMPLOYEES
ASSOCIATION
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME),

CITY REPRESENTATIVE:

Municipal Employees
Relations Officer

