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**IDnum** 280    **Language** English    **Country** United States    **State** CA

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

**Local** 101

Occupations Represented
Multiple occupations represented

**Bargaining Agency** City of Santa Clara

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 1999    **EndYear** 2003

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**Notes**

**Contact**

**Full text contract begins on following page.**

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LOCAL 101, A.F.S.C.M.E. REPRESENTING  
CITY OF SANTA CLARA  
FIELD OPERATIONS AND MAINTENANCE  
UNIT NO. 6

MEMORANDUM OF UNDERSTANDING  
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In accordance with the provisions of Section 18 of the City of Santa Clara Employer-Employee Relations Resolution #2979, this Memorandum of Understanding was made and entered into this 25 day of January, 2000, by and between the designated representatives of the City of Santa Clara (a public agency as defined in Section 3501 (c) of Chapter 10 of Division 4 of Title I of the Government Code of the State of California), hereinafter referred to as the City, and Local 101, A.F.S.C.M.E., the recognized majority representative of the City of Santa Clara Field Operations and Maintenance Unit No. 6, hereinafter referred to as the Union. This agreement constitutes the results of discussions between the City Management Staff and the Union on all matters within the scope of representation. The term of this agreement shall be from December 26, 1999 through December 20, 2003.

WITNESSETH that:

WHEREAS the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, Union, and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree to propose and recommend that the City Council adopt the following, effective as indicated:

1. TOTAL COMPENSATION

A. For the purposes of this agreement, total compensation is defined to include the following items:

- 1) Salary
- 2) Fringe Benefits:

- a. Retirement (including Social Security)\*
- b. Holiday Pay\* \*These elements are directly tied
- c. Sick Leave Pay\* to salary and move as a function
- d. Vacation Pay\* of salary. No independent
- e. Insurance movement is allowed in these
- 1) Life element areas.
- 2) Medical
- 3) Dental
- 4) Long-term Disability
- f. Retired Medical (VEBA)

B. It will be the prerogative of the Union to allocate each year the distribution of total compensation monies within the following element areas: 1) salary, 2) life insurance premiums, 3) medical insurance premiums, 4) long-term disability insurance premiums and 5) uniform allowance except as otherwise noted in this Memorandum of Understanding. It is hereby agreed to and understood by both parties to this Memorandum that distribution of total compensation monies is to be made based upon: 1) the

total compensation array for the related benchmark classification, and 2) the maximum premium payable by the City, and not actual premium to be paid by City, except as noted elsewhere in this Memorandum of Understanding.

2. ADJUSTMENT OF TOTAL COMPENSATION

- A. YEAR 1: Provided that an MOU between the City and the Union has been adopted by City Council prior to January 25, 2000, effective the pay period commencing December 26, 1999 for all classifications represented by the Union, the City shall adopt a monthly total compensation schedule which will be 5.5% above the total compensation schedule in effect on December 25, 1999 for Equipment Operator. If the MOU is adopted by the City Council after January 25, 2000 the monthly total compensation schedule will be effective the beginning of the pay period during which the MOU is finally adopted. The new total compensation schedule shall reflect the current City rates for PERS, Social Security and Medicare.
- B. Effective the beginning of the pay period which includes July 1, 2000 (June 25, 2000), the total compensation array which has been used to develop the current salary schedule for the Union will be adjusted to reflect the change in the City's PERS rate from 0.0% to the PERS rate which will be in effect for the period July 1, 2000 through June 30, 2001. The adjustment of the total compensation array will modify only the salary and PERS contribution elements of the array and the total compensation for the array will not change.
- C. YEAR 2: Effective the pay period commencing December 24, 2000 for all classifications represented by the Union, the City shall, for the period from December 24, 2000 through December 22, 2001, increase the total compensation in effect on July 9, 2000 by the amount of the change in the Consumer Price Index (CPI) for Urban Wage Earners for San Francisco-Oakland-San Jose from November 1, 1999 to October 31, 2000, with the total compensation increase to be 4-1/2%. The new total compensation schedule shall reflect the current rates for PERS, Social Security, and Medicare.
- D. Effective the beginning of the pay period which includes July 1, 2001 (June 24, 2001), the total compensation array which has been used to develop the current salary schedule for the Union will be adjusted to reflect the change in the City's PERS rate from the PERS rate which will be in effect for the period July 1, 2000 through June 30, 2001 to the PERS rate which will be in effect for the period July 1, 2001 through June 30, 2002. The adjustment of the total compensation array will modify only the salary and PERS contribution elements of the array and the total compensation for the array will not change.
- E. YEAR 3: Effective the pay period commencing December 23, 2001 for all classifications represented by the Union, the City shall adopt a monthly total compensation schedule which will reflect

the change in the Consumer Price Index (CPI) for Urban Wage Earners for San Francisco-Oakland-San Jose from November 1, 2000 to October 31, 2001 with a total compensation increase to be 4-1/2%. The new total compensation schedule shall reflect the current rates for PERS, Social Security and Medicare.

- F. Effective the beginning of the pay period which includes July 1, 2002 (June 23, 2002), the total compensation array which has been used to develop the current salary schedule for the Union will be adjusted to reflect the change in the City's PERS rate in effect from July 1, 2001 to June 30, 2002 to the PERS rate which will be in effect for the period July 1, 2002 through June 30, 2003. The adjustment of the total compensation array will modify only the salary and PERS contribution elements of the array and the total compensation for the array will not change.
- G. YEAR 4: Effective the pay period commencing December 22, 2002 for all classifications represented by the Union, the City shall adopt a monthly total compensation schedule which will reflect the change in the Consumer Price Index (CPI) for Urban Wage Earners for San Francisco-Oakland-San Jose from November 1, 2001 to October 31, 2002 with total compensation increase to be 4-1/2%. The new total compensation schedule shall reflect the current rates for PERS, Social Security and Medicare.
- H. Effective the beginning of the pay period which includes July 1, 2003 (June 22, 2003), the total compensation array which has been used to develop the current salary schedule for the Union will be adjusted to reflect the change in the City's PERS rate in effect from July 1, 2002 to June 30, 2003 to the PERS rate which will be in effect for the period July 1, 2003 through June 30, 2004. The adjustment of the total compensation array will modify only the salary and PERS contribution elements of the array and the total compensation for the array will not change.
- I. On or before April 1, 2001, and April 1, 2003, the Union may present comparison data between Santa Clara and the cities of Mountain View, Palo Alto, San Jose and Sunnyvale and Santa Clara County for not more than fifteen (15) represented classification which has total compensation after five years of service in that classification that is more than 2.5% below the average of the classification determined to be responsible for essentially the same work in the comparison jurisdictions. The determination of comparability shall be provided by the Santa Clara County Employee Relations Service (ERS). If there is less than two appropriate comparisons among the jurisdictions listed, no adjustment will be made even though Santa Clara is more than 2.5% below the comparison jurisdiction. If there is less than two comparable classes available within the comparison jurisdictions, the Union may present comparable information from at least two and up to five cities or special districts, including any benchmark agency, within Santa Clara, San Mateo and Alameda counties for consideration. In the event less than five

comparison agencies are provided by the Union, the City will attempt to identify additional comparison agencies to provide for five comparisons. Following verification by the City of Santa Clara being 2.5% or more below the average total compensation in the comparison jurisdictions, the City will place the Santa Clara class on the "G" Salary Schedule which brings total compensation to equal to or above the comparison average, effective the first pay period which begins in July, 2001, or July, 2003.

- J. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of the information upon which total compensation adjustments are made. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOU's, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

Right of recovery by the City of overpayment shall be limited to recovery over the same time period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final determination of the amount to be paid.

#### DEFINITIONS

- |   |   |
|---|---|
| 1. Top Step Salary -                              | Maximum step in the monthly salary range for classification (excluding seniority or longevity steps).   |
| 2. Life, Medical, Dental, LTD & Other Insurance - | Maximum agency monthly contribution per employee to insurance premiums as defined in Item 1.A.2. plus maximum agency monthly contribution to other fringe benefit insurance premiums. |

3. Retirement - Maximum agency monthly contribution per employee to retirement and social security plans.
4. Holiday Pay - Number of paid holidays allowed by agency per year times daily salary rate of classification, divided by 12.
5. Vacation Pay - Maximum number of annual paid vacation days allowed by agency per employee upon completion of five (5) years service times daily salary rate for classification divided by 12.
6. Sick Leave Pay - Maximum number of annual paid sick leave days allowed by agency per employee times daily salary rate for classification divided by 12. However, sick leave for the City of Sunnyvale shall be valued at the rate of 1 paid work day per month.
7. Other - Monthly salary equivalent of or maximum monthly agency contribution to other fringe benefits available to all full-time agency employees. To be eligible for inclusion in comparison data, such benefits of the comparing jurisdiction must be of a reoccurring nature or become part of their compensation base.
8. Total Compensation - The sum of Items 1 through 7 above.
9. Daily Salary Rate - Top step salary as defined in Item 1 above times 12 divided by total number of regular work hours per year times number of regular work hours per day.

TABULAR DESCRIPTION OF  
ADJUSTMENT OF TOTAL COMPENSATION

Upon adoption of MOU for 1999 and by December 15, 2000, 2001 and 2002.

Union presents its determination of total compensation monies among the element areas noted in Item 1.A. and in accord with the above action.

Pay Period established as effective date of MOU, December 24, 2000 & December 23, 2001 and December 22, 2002

City implements Union's determination of allocations as verified by the City.



By April 1, 2000  
and April 1, 2003

Union presents its comparison data as defined under Section 2.I., if any, on represented classifications which are 2.5% or more below survey average in total compensation after application of the common salary adjustment provided for in the MOU for 2000, 2001, 2002, 2003 for verification by the City.

After July 1, 2001  
and July 1, 2003

City implements salary increases on Salary Schedule "G" for classifications determined to be 2.5% or more under the survey average in total compensation as necessary to bring those classifications to equal or above the survey average.

3. PUBLIC EMPLOYEES RETIREMENT SYSTEM

- A. The practice of adjustment of the salary schedule in mid-year (approximately July 1 each year or the effective date of the change in employer PERS rate) to reflect the impact of the PERS employer rate change as an element of the total compensation allocation shall continue. The change of rate does not change the total compensation of the benchmark classification, but application of the changed rate (either up or down) does impact salary and salary related items such as retirement, social security, medicare, vacation, holiday pay and sick leave. If the PERS rate is increased, the salary (and salary related items) will be reduced; if the PERS rate is decreased, salary (and salary related items) will be increased. The employee's contribution will continue to be treated as tax deferred.
- B. The City will contract with the Public Employees' Retirement System for the 2% at 55 Plan.
- C. The normal cost of the 2% at 55 benefit cited in the June 30, 1997 PERS contract amendment cost analysis evaluation basis is stated as 1.503%. This analysis also shows that the cost of the current 2% at 60 Plan is 4.168%.

The City agrees to divide the 1997 normal cost of the 2% at 55 plan amendment (1.503% per June 30, 1997 PERS valuation) with the employees. The City will pay the first 0.75% of the cost of the retirement amendment as provided below. The employees will pay the remaining portion which at this point in time is 0.753%. The addition of the City's 0.75% and the employees 0.753% equals 1.503%, the normal cost cited in the June 30, 1997 PERS amendment cost analysis.

PERS will continue to use accumulated excess assets to cover the cost of the employer's cost of the overall PERS plan. Should PERS increase the City's contribution rate, the cost of that increase shall be paid for from the employee's total

compensation structure, as provided for in Section 1. of each current MOU between the City and each of the respective employee organizations. Should the PERS contribution rate increase above 4.168%, the City will contribute up to the next 0.75%. This results in additional City funds being added to the total compensation structure. At such time as the PERS rate reaches 4.918% the employees will be responsible for paying for any additional increases in the PERS contribution rate out of the total compensation structure.

#### D. MODIFICATION OF PERS RETIREMENT PLAN

During the term of this agreement, the bargaining unit may consider amendment of the Public Employee Retirement System (PERS) contract for miscellaneous employees, to provide for different options which may be offered, subject to the following conditions:

1. The bargaining unit will provide the City of Santa Clara with advance notice of its desire to amend the plan, so that an actuarial study can be requested from PERS to determine the cost of the amendment.
2. The Union/Association will assume the responsibility of coordinating with the various Miscellaneous Units regarding the desired retirement plan modifications prior to submission to the City, and be prepared to ensure the City, in writing, that such modifications are consistent with the wishes of the majority of eligible employees in the Miscellaneous Units.
3. Any and all costs associated with the plan amendment(s) will be funded by the Unit out of the employees' total compensation allocation for the City's cost for PERS.
4. Any cost associated with obtaining the proposed retirement benefit such as actuarial valuations requested by the Employee Organization(s), or administrative expenses imposed by PERS shall be paid by the Employee Organization(s).

#### 4. MEDICAL INSURANCE PREMIUMS

Under the terms of this agreement, the Union may (on a once-a-year basis, commencing with the beginning of the calendar year) designate a fixed monthly sum to be paid by the City for all employees represented toward medical insurance premiums. If the medical insurance premium for the individual employee exceeds the amount allocated, the balance is paid by way of a salary deduction from the pay of the individual employee. All individual employees having medical insurance payments made in his/her behalf which are less than the monthly amount allocated by the Union will have the difference refunded on a once-a-month basis. Such payments shall be made on the paycheck for the second pay period ending in each month. This refund program requires the following qualifications: 1) it must be a medical insurance program; and 2) it must be a medical

insurance vendor with a current contract with the City through the Public Employees Retirement System (PERS) Health Insurance Program. The Union's monthly allocation for medical insurance premiums may be set not to exceed 110% of the lowest cost family medical insurance coverage available at the time of the annual allocation of total compensation monies. City medical insurance coverage will be at the option of the individual employee. It is the intent of this section that employees opting not to have City medical coverage will be refunded the full amount allocated in their behalf for medical insurance.

5. DENTAL PLAN

Under a prior MOU, the Union removed itself from the City's self-administered Dental Reimbursement plan and joined with Employee Bargaining Units 5, 7 & 8 (Santa Clara Employees Association [Association]) to enroll in a mandatory (for employee only) dental insurance plan through Delta Dental. The City has agreed to administer this program on behalf of the Union and the Association, as long as they continue to be enrolled in the same program (same benefits, same deductible, same premiums, etc.). This program continues for 1995 and for future years, as long as the Union and Association continue to adopt the same program each year. Details about the program are on file in the Personnel Department and are provided to each new represented employee during his/her orientation. Additionally, evidence of coverage is provided to each enrolled employee if coverage is changed.

6. AGENCY FEE

- A. For the term of this MOU the City agrees that the Union shall remain the sole and exclusive agent for all the employees covered by this agreement in Unit 6, without regard to membership in the Union, with respect to all matters relating to hours, rates, terms and conditions of employment and all other bargainable issues. The City further agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union herein.
- B. All employees who are members in good standing of the Union at the date of the signing of the contract and those employees who thereafter become members shall, as a condition of employment, remain members of the Union in good standing during the life of the agreement.
- C. All employees in Unit 6, other than current employees as of August 16, 1987, within thirty (30) days of the date of their initial employment or the signing of the contract, whichever is later, shall be required to make payment of a cash sum as periodic dues to the Union, if such employee is a member thereof; or, an equivalent sum, if not a member, as a charge for the services rendered and to be rendered hereunder by the Union as the exclusive bargaining agent, for the duration of the

agreement. Permanent employees employed with the City as of August 15, 1987, have the option of joining the Union.

- D. In the event an employee neglects, fails or refuses to comply with the terms of Sections B or C above, the employer hereby agrees, upon the request of the Union, to discontinue the employment of any such employee. The Union agrees to give a delinquent employee ten (10) days notice prior to seeking termination and the City is obliged to terminate for failure to pay sums due and owing.
- E. A dues check off or service fee check off provision will be made available by the City to any employee who voluntarily agrees and executes a written authorization to the City.
- F. An employee who has conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee is required, in lieu of periodic dues and initiation fees, to pay Agency Shop Fees in sums equal to the Union's regular dues and initiation fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by such employee and verified as being a qualifying organization by the Union.
- G. The agency shop provision shall be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least thirty (30) percent of the employees in the unit; (2) such vote is by secret ballot; (3) such vote may be taken at anytime during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during such term.
- H. Any employee who claims financial inability to pay dues (or in lieu Agency Shop fees) may request a waiver of this requirement by filing a petition with the Union. If the Union finds that hardship exists, either a temporary or permanent waiver may be approved.

DEFINITION: For purposes of this Section, Agency Fee is defined as that portion of dues not attributable to social or political activities.

## 7. PERSONAL LEAVE/SICK LEAVE

Regular full time employees shall be credited with 3.7 hours of sick leave per pay period. Sick leave credit shall not be accumulated while an employee is on sick leave. For purposes of determining eligibility for sick leave credit accumulation, employees must work at least eighty (80) regular hours during a month before sick leave credit may be accumulated for that particular month. (Paid vacation and CTO are considered work days.)

Each calendar year, an employee is entitled to use twenty-four (24) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available. Effective with this MOU, all represented employees will be entitled to an additional eight (8) hours (bringing the maximum to 32 hours) of Personal Leave each year.

A. SICK LEAVE USAGE

Use of sick leave will be under the same terms and conditions as are now in place. Personal leave, vacation and CTO may be used to supplement sick leave as available.

B. PERSONAL LEAVE USAGE

1. Use of Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal leave may be used to supplement sick leave as required. Personal leave may not be combined with vacation or CTO usage unless the usage is in conjunction with supplementing sick leave or the combined usage is not more than a regular day of work.
2. The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department. In the case of a short notice request for Personal Leave, the employee should provide a brief explanation at the time of the request.
3. The Department is responsible for ascertaining the validity of a short notice request and for verifying the proper use of Personal Leave when taken on consecutive days or in conjunction with vacation or CTO. Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the MOU adopted December 21, 1981 covering calendar years 1982, 1983, 1984 and 1985.

8. HOLIDAYS AND AWARDED CTO

The City will observe the following fourteen (14) dates (or days) as City Holidays and City offices will be closed in observance of those holidays. Represented employees will be entitled to eight (8) hours of paid time off in observation of the holidays listed.

New Year's Day (January 1), Martin Luther King Day (3rd Monday in January), Lincoln's Birthday (February 12), President's Day (3rd Monday in February), Spring Holiday (observed on Good Friday), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Admission Day

(September 9), Columbus Day (October 12), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Friday after Thanksgiving, Christmas Day (December 25). Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday. Holidays which fall on a specific date and which fall on Sunday are observed the following Monday.

On January 1, 1997 and each January 1st thereafter the City will credit each represented employee with 8 hours of compensatory time off (CTO) (or the proportionate share if the employee is working a reduced work schedule). The 8 hour CTO accrual will be included in the total compensation calculation for the benchmark classification. This CTO shall be available for use by the employee under the same terms and conditions required by the department for use of regularly accrued CTO. Unused CTO may be traded for cash payout at any time after accrual.

9. VACATION ACCRUAL

Represented employees will be entitled to use vacation as it is earned under the following conditions:

- A. Vacation may not be taken during the first six (6) months of regular employment.
- B. As long as an employee has not reached his/her maximum allowable accrual rate, based on completed years of service, vacation will be earned on a bi-weekly basis (1/26 of the annual accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period. No vacation will be accrued by an employee who has reached his/her maximum accrual until such time as the employee has used enough vacation to allow for additional accrual.
- C. Employee is required to take at least 1/2 of the vacation earned in the previous calendar year during any calendar year.
- D. Vacation may be used in one-tenth (1/10th) hour increments.
- E. Annual and maximum vacation accrual rates are as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL RATE</u>	<u>MAXIMUM ACCRUAL</u>
1 thru 4	80 hours	240 hours
5 thru 9	120 hours	320 hours
10 year +	160 hours	400 hours

- F. An employee who is at or over maximum vacation accrual may, on a once per year basis, be paid at his/her current hourly pay rate for a maximum of 40 hours of accrued vacation subject to the condition set forth in Section 9.C. above having first been satisfied.

G. For purposes of Vacation selection, seniority will be defined as time in class within the department.

10. NIGHTTIME DIFFERENTIAL

A nighttime differential pay of 5% for each hour or portion thereof worked between 6:00 p.m. and 8:00 a.m. of the following day shall be paid those represented employees working regular shifts, provided that at least two (2) or more hours worked fall within the nighttime differential period. Those employees whose shift begins between the hours of 3:00 p.m. and 12 midnight will be paid 5% nighttime differential commencing at the beginning of the shift provided the employee works a minimum of the full shift. If the employee does not work the full shift, the previous eligibility will prevail.

A. SHIFT DIFFERENTIAL PAY ON EMERGENCY OVERTIME

The past practice of payment of Shift Differential of 5% for emergency overtime work will be eliminated. The following rules will apply to pay rates for overtime work:

Scheduled Overtime: Employee will be paid at the applicable overtime rate at his/her regular hourly rate of pay exclusive of normally earned premium pay for shift differential.

Emergency Overtime Call Back: Employee will be paid at the applicable overtime rate at the regular hourly rate of pay exclusive of normally earned premium pay for shift differential if he/she is called back to and released from work between the end of the prior work shift and the start of his/her next scheduled work shift.

Emergency Overtime that Extends a Regular Work Shift: Employee will be paid at the applicable overtime rate at the hourly rate of pay including shift differential premium pay he/she was/is entitled to during his/her regular shift.

In the event that the City determines that an employee who is eligible for nighttime differential is to be temporarily reassigned to a work shift that is not eligible for nighttime differential, the employee will continue to receive the nighttime differential as if he/she was continuously assigned to his/her regular work shift. Temporary assignment for purposes of this section is an assignment lasting twenty (20) or less consecutive work shifts.

11. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to provide a confidential employee assistance program to be funded outside of Total Compensation each year. Each new represented employee is provided information about the program and details about the program are on file in the Personnel Department.

12. AFFIRMATIVE RESPONSE TO EMERGENCY OVERTIME

It is the policy of the City of Santa Clara to avoid the necessity for overtime work whenever possible. The City recognizes, however, the obligation to provide services to the community and, on occasion, may require employees to extend work shifts or to be called back to work due to emergencies, personnel shortages, or required work loads. Employees contacted for overtime work have an obligation to affirmatively respond to this need unless incapacitated or due to extenuating circumstances beyond the control of the employee and reasonably acceptable to the City. Failure on the employees part to affirmatively respond to such requests and/or to acceptably document such extenuating circumstances or incapacitation will be in violation of the City's rules and regulations and may be subject to formal disciplinary action. For purposes of this section, incapacitation commonly means that an employee is unable to respond to perform his/her duties because of his/her own sickness or injury, or because he/she does not feel capable of performing the duties of the assignment safely because of the ingestion of alcohol or other legal drugs or prescriptions. For purposes of this section, extenuating circumstances commonly means that an employee is unable to respond or perform his/her duties because of extraordinary circumstances such as being required to provide care for another person who is unable to care for him/herself, inability to obtain transportation to the work site, or an undue hardship that places the employee in a situation that he/she deems unsafe. In cases of extenuating circumstances, the employee is expected to notify his/her supervisor of the basis for the decision not to respond and a realistic time at which he/she will be able to report to work. Repeated instances where an employee is either incapacitated or has extenuating circumstances may be cause for the supervisor to review the situation and take appropriate corrective action.

13. OUT-OF-CLASS ASSIGNMENTS AND TRAINING

OUT-OF-CLASS PAY AND ELIMINATION PERIODS

Represented employees assigned to work temporarily in a higher classification than their own shall be paid at least 5% more than their prevailing salary or at the entrance step of the range of the higher classification, whichever compensation pattern is greater.

- A. Such assignment will be paid for all actual time assigned to the higher classification, after a 4 hour elimination period on the first day of said assignment.
- B. If the out-of-class assignment lasts more than 4 hours, out-of-class pay will begin with the first hour of the assignment.
- C. For a continuing out-of-class assignment of less than 4 hour increments which lasts more than 4 hours, out-of-class pay will begin with the first hour of the assignment.

Any represented employee who is assigned to work out of class in an unclassified position will receive a 5% salary differential above



his/her current salary or the salary established as 85% of Control Point for the unclassified position if such salary has been established, whichever compensation pattern is greater, provided that the requirements of (A), (B), and (C) above are satisfied.

To be eligible for out-of-class pay, the employee must perform all duties as assigned within the higher classification and must be assigned in writing.

#### OUT-OF-CLASSIFICATION ASSIGNMENTS

Out-of-classification assignment of employees is to be limited to employees who possess the knowledge, skills and abilities necessary to perform all of the duties of a temporarily available assignment in a higher or equal classification. Determination as to the eligibility qualifications will be the responsibility of the Department or Division head. Out-of-classification assignments will be filled from seniority rotational lists as follows:

A. IF A PROMOTIONAL ELIGIBLE LIST EXISTS

Candidates for promotion to the position within the work unit will be assigned on a rotational seniority basis. If no candidate for promotion from within the work unit is eligible for assignment, candidates within the Department who are on the promotional list for the position will be assigned on a rotational seniority basis from within the Division first and from within the Department second if the candidate has a sufficient level of qualifications in that work unit to perform all of the duties of the higher classification.

B. IF A PROMOTIONAL ELIGIBLE LIST DOES NOT EXIST

Employees from within the work unit, who meet the minimum criteria for appointment to the higher classification and who are eligible for an out-of-classification assignment for that temporary assignment, will be assigned on a seniority rotational basis. If no employee within the work unit meets the criteria for out-of-classification assignment, assignment will be made on a seniority rotational basis from within the Division first and within Department second.

#### TRAINING

To the extent practical and consistent with the existing workload, Department and Division Heads are expected to provide employees with the training necessary for them to perform the duties of higher classifications within the work unit. They are also expected to make information available concerning training outside of the Department that employees may participate in through the existing City Tuition Reimbursement program or on a voluntary basis.

In order to gain the experience necessary to meet the criteria for out-of-classification assignments outlined above, employees are encouraged to seek out opportunities for cross training within the Department. One method by which this may be accomplished is by two employees in the same classification requesting that their

assignments be exchanged for a defined period of time (typically three months). It will be the responsibility of the Department or Division head to approve such an exchange of duties based upon the impact on the involved work units. If there is no adverse impact on the involved work units, it is presumed that the assignment exchange will be approved.

14. STEEL TOED SAFETY SHOES (OR BOOTS)

Employees who are required to wear steel toed safety shoes (or boots) will be reimbursed an amount not to exceed \$170.00 each fiscal year (outside of total compensation) toward the purchase or repair of OSHA approved steel toed safety shoes (or boots). Employees who are required to wear steel toed safety shoes (or boots) are subject to disciplinary action if they do not have them available at the work site.

The City will continue the current policy to provide safety and/or protective equipment and/or clothing for use by the employee while performing his/her normal duties or during inclement weather or in other occasional special assignments or conditions.

15. GRIEVANCE PROCESS

The City's employee grievance process is established in City Manager's Directive #47 (CMD #47) titled On The Job Personnel Grievances. This CMD generally describes the process available to individual employees to clarify (and modify, if so required) interpretations of City rules, regulations, procedures and policies, including interpretations of this MOU. Should the City determine that CMD #47 needs to be revised during the term of this MOU, an offer to meet and consult with representatives of Unit 6 shall be extended for the purpose of receiving Unit 6 comments prior to the adoption of the revised CMD.

Effective with the adoption of this MOU, the following procedure is in place for represented employees who choose to have Union representation during the course of the Grievance process.

STEP 1

Step 1 of the process is the informal discussion between the employee and his/her supervisor (up to and including the department head). Should this informal process not result in resolution of the grievance, the employee shall reduce his/her grievance to writing and submit it to his/her department head for formal action as outlined in STEP 2.

STEP 2

Within five (5) working days (or at a later, mutually agreeable, date if either the employee, his/her representative or the department head is not available within the five (5) day period) of the receipt of the formal grievance, the department head shall review the entire grievance file through a meeting with the employee and his/her Union representative (if the employee chooses to be

represented at this point). Within five (5) working days from the date of this meeting, the department head will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5) working days to the department head in writing as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the department head shall immediately forward all written material, including the original grievance, to the Municipal Employee Relations Officer (MERO) for action as outlined in STEP 3.

#### STEP 3

Within five (5) working days (or at a later, mutually agreeable, date if any party to the grievance is not available within the five (5) day period) of the receipt of the grievance material, the MERO and the department head shall review the entire grievance file through a meeting with the employee, his/her Union representative (if the employee chooses to be represented at this point) and any additional parties who the MERO feels can help to resolve the grievance. Within five (5) working days from the date of this meeting, the MERO will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5) working days to the MERO in writing as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the MERO shall forward all written material, including the original grievance, to the City Manager for action as outlined in STEP 4.

#### STEP 4

Within fifteen (15) working days of the receipt of the grievance material the City Manager shall review the entire matter and render a final decision, in writing as to the resolution of the grievance. This review may include a meeting with the parties concerned (including the employee and his/her Union representative) and, if such a meeting is required, it will be scheduled within the fifteen (15) day period at a date that is mutually agreeable to all parties to the matter and the City Manager will render a final decision within five (5) working days of that meeting. The City Manager's decision will be directed to the employee through his/her department head. If the employee disputes the City Manager's final decision in the matter, the advisory arbitration process outlined in STEP 5 will be available.

#### STEP 5

If the Union continues to dispute the decision of the City Manager on behalf of the employee, the Union shall, within 15 working days of the City Manager's final decision, request that the matter be referred to an arbitrator, who shall render an advisory opinion on the merits of the grievance to the City Manager. The City Manager may accept, modify or reject the advisory opinion of the arbitrator and the City Manager's decision shall be final and without any further recourse of appeal.

The cost of the arbitrator shall be shared equally by the City and the Union and shall be selected by mutual agreement between the City

and the Union or selected from a list of seven (7) qualified arbitrators provided by the State of California Conciliation Service.

The arbitrator shall have all pertinent written materials and witnesses used by either party in their review of the grievance available during his/her deliberations. Costs of representatives, witnesses or materials shall be assumed by each party to the grievance.

16. GOLDEN FRIDAY PROGRAM

The Golden Friday program (eight 9-hour days and one 8-hour day per bi-weekly pay period) currently in place in the Street Department, the Water and Sewer Department and the Traffic Engineering Division of the Engineering Department will not be modified (expanded or reduced) during the term of this MOU unless by mutual agreement in writing by both the City and the Union.

17. DEPARTMENTAL SAFETY COMMITTEES

City Manager's Directive #36 (CMD #36) provides for Departmental Safety and Training Programs with "representation from both office and field personnel where applicable." The City agrees to enforce the provisions of CMD #36 and provide for non-supervisory field staff representation on all Departmental Safety Committees.

18. CROSS REFERENCE OF EMPLOYMENT RELATED MATERIALS

The City shall cross-reference all pertinent sections of the Personnel & Salary Resolution, Civil Service Rules & Regulations, City Manager's Directives, and other significant documents which pertain to employment with the City of Santa Clara. This cross-reference will be attached as an Exhibit to this MOU.

19. USE OF CITY BULLETIN BOARDS

Section 24 of Resolution 2979 dated December, 1972 (Employer-Employee Relations Resolution) controls the use of City bulletin boards by employee organizations as follows:

- A. Prior to posting, all materials must receive the approval of the department or division head in charge of the departmental bulletin board. Should the department head not approve any item for posting, and if after discussing the matter with the employee organization representative a disagreement still remains, then the matter shall be referred to the Municipal Employee Relations Officer for determination.
- B. All materials must be dated and must identify the organization that published them.
- C. Unless special arrangements are made, materials posted must be removed 31 days after the publication date.

- D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
- E. An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

20. OVERTIME

Represented employees who work overtime are entitled to:

- A. Time and one half (1-1/2) the employees hourly rate for worked overtime, excluding unpaid mealtime.
- B. Doubletime for all hours worked in excess of 12 consecutive hours of actual work, excluding unpaid meal time.

City Manager's Directive #39 (CMD #39) requires equitable distribution of overtime as follows:

EQUITABLE DISTRIBUTION OF OVERTIME. Overtime will be distributed as equitably as possible consistent with efficient operations, the skills required for the assignment, and the availability of the employee and the speed with which the emergency can be confronted and eliminated.

21. EMERGENCY PAID LEAVE POOL

ADMINISTRATION

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board) consisting of two (2) members of the Union Executive Board and the City Director of Personnel Services (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Union Executive Board and their determination shall be final.

METHOD OF DONATION

- A. Contribution of vacation or CTO will be computed at the member's base hourly rate of pay (excluding premium or specialty pay).
- B. Contribution may be made from earned vacation, CTO or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool without the 90 day waiting period.
- C. In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, bypassing vacation conversion, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may

be made for the benefit of that specific employee who has the need.

- D. Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.
- E. Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund (070-0105-XXXX). The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

#### USE OF POOL

- A. Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.
- B. Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation, vacation or CTO) prior to becoming eligible to request vacation benefits from the pool.
- C. The maximum time available from the pool (subject to the assets of the pool) will be 160 hours (two [2] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.
- D. Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).
- E. Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.
- F. Emergency Paid Leave which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits which have accrued to the employee will remain in the employee's account.

22. LIMITED/ALTERNATIVE DUTY  
JOB RELATED ILLNESS OR INJURY  
Effective with this MOU employees who have a job related illness or

injury which requires him/her to be off work under Workers' Compensation will be assigned to limited or alternative duty under the following condition:

Supervisors shall be advised of the medical condition of any industrial injury as soon as practical. Upon receipt of a Doctor's report which provides work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis, if mutually agreed between the City and the employee.

Employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation or who do not qualify for limited or alternative duty will be reassigned to a Monday through Friday work schedule to keep required medical or other workers' compensation commitments.

#### NON JOB RELATED ILLNESS, INJURY OR CONDITION

Effective with this MOU employees who have a non job related illness, injury or condition which requires him/her to be off work may request to be assigned to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated unless no appropriate limited or alternative duty assignment is available under the following conditions:

- A. Identification by the City of a regular or modified assignment for which the employee has the essential experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis, if mutually agreed between the City and the employee.
- B. Upon a written release from his/her doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.
- C. Employees may account for his/her regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

Under both of these limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

23. LAY-OFF POLICY

The need for reduction in force shall be determined by the City Manager as a result of the resource allocation plan adopted by City Council. The determination to reduce the work force shall contain reasons for reduction and a listing of programs which are affected, and the specific City classifications and numbers within each classification which shall be reduced.

In the event the City demonstrates it is necessary to reduce the work force of represented employees, the City agrees to meet-and-consult with the Bargaining Unit at least thirty (30) days prior to any layoff notifications to receive recommendations as to how best to accomplish this process with the least impact on represented employees, and to explore alternatives such as reductions in work hours, freezing of merit pay increases or similar programs which will result in reducing the City's labor costs.

If the City implements a reduction in work force, the City will administer the lay-off policy consistent with the following concepts:

- A. ORDER: The order of lay-off shall be as follows:
  - 1. Temporary (as-needed) employees.
  - 2. Probationary employees.
  - 3. Permanent employees in inverse order of seniority within the classification series being reduced.
  
- B. SENIORITY: Seniority shall be determined by the length of current continuous, permanent service with the City regardless of classification in which employed. Continuous service shall be defined as that which has not been interrupted by separation of service from the City. Seniority shall be retained, but shall not accrue, during any period of authorized leave without pay (more than 5 days), except for military leave.
  
- C. NOTICE: When the City determines that it must implement a reduction in work force, notice to the employee shall be in writing at least thirty (30) days prior to the effective date of the lay-off. The Bargaining Unit shall also receive concurrent notification of lay-off. The notice of lay-off



shall contain the following:

1. Reason for lay-off
  2. Effective date of lay-off
  3. Opportunity to discuss with a representative of management.
  4. Conditions governing re-employment
  5. Information regarding Unemployment insurance
- D. REASSIGNMENT (BUMPING): Employees identified for lay-off shall have reassignment rights (bumping) to the same classification in a different department or division based or to a previously held classification in which the employee attained permanent status based upon seniority as defined in Section B above. Employees must exercise these rights by notifying Personnel, in writing, within seven (7) calendar days after receiving written notification of the lay-off.

In the event of lay-off, any employee so affected may elect to:

- A. Accept a position in a lateral or lower class in which he/she has permanent status, or a position in a lateral or lower class within the series containing the class from which the employee is being laid off, provided he/she is otherwise qualified and is more senior than the least senior employee in such lateral or lower class.
- B. Accept a position in higher class, provided he/she has held permanent status in such higher class, and further provided that the employee's transfer from the higher class was voluntary and occurred during his/her current period of employment and provided he/she is otherwise qualified and is more senior than the least senior employee in such higher class.
- C. Accept a vacant position in a lateral or lower class for which he/she is otherwise qualified.
- D. Any employee entitled to an option noted above, which involves assignment to a lower classification, may elect to be placed on lay-off in lieu of accepting such assignment to the lower class. In the event the employee elects to be placed on lay-off, such employee will only be recalled to the classification from which the employee elected to be placed on lay-off. The decision to not accept assignment to a lower classification may adversely effect the employee's ability to collect unemployment insurance.

#### RE-EMPLOYMENT/REINSTATEMENT LISTS

The names of regular or probationary employees laid-off according to this policy will be placed on a Re-employment List for each classification for which the employee is eligible in the inverse order of the lay-off. Individuals names will be retained on a Re-employment List for classified positions for five (5) years from the

effective date of lay-off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

In the event an employee accepts reinstatement to a lower class than the one from which layed off, such person's name shall remain on the Re-employment List for reinstatement to the class from which layed off, lateral classes or other higher classes upon which his/her name appears provided such person, except for lack of seniority, would have been otherwise entitled to such lateral class at the time of the most recent lay-off. Individuals names will be retained on a Re-employment List for classified positions for five (5) years from the effective date of lay-off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

24. MERIT INCREASE EFFECTIVE DATE

Effective with the pay period following adoption of this MOU the practice of awarding merit pay increases the beginning of the pay period following the anniversary date of the employee will be modified as follows:

- A. Employees who have an anniversary date that falls within the first week of the pay period and who have been approved for a merit pay increase will be adjusted on the beginning day of the pay period during which the anniversary date falls.
- B. Employees who have an anniversary date that falls within the second week of the pay period and who have been approved for a merit pay increase will be adjusted on the beginning day of the pay period immediately following the anniversary date.

25. VOLUNTARY TIME OFF (VTO)

Employee participation in this plan is contingent upon the City's understanding and agreement that employee participation cannot be interpreted as anything other than a temporary and limited good faith effort being made by the employee to do his/her part to help ease the current budget crisis. This is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

Employees may request voluntary unpaid time off under the following conditions:

- A. Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.
- B. No impact on either sick leave or vacation accrual if sufficient hours are worked in a pay period to entitle the

employee to his/her regular accrual rate for either benefit.

- C. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.
- D. Voluntary time off may be taken without the employee first using all of his/her accrued Compensatory Time Off (CTO).
- E. Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request which will be sufficient to allow the department head to accommodate the request.
- F. Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

26. DISABILITY INSURANCE

STATE DISABILITY INSURANCE

Effective with this agreement the City will continue to contract with the State of California Employee Development Department to provide Disability Insurance (SDI) for represented employees. All cost of SDI insurance is to be paid for as a payroll deduction by the individual employee.

LONG TERM DISABILITY

Effective with this MOU, all represented employees will continue to be enrolled in mandatory long term disability insurance which will provide no less coverage for the employee than the program in place on January 1, 1995 which are a 60 day waiting period and will pay 2/3 of the employee's monthly salary up to a maximum amount of no less than \$2,625.00 salary. The maximum monthly benefit will be no less than \$1,750.00, including those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement. The maximum monthly premium will be deducted from each employee's total compensation prior to taxes.

The City, as provided for under Section 414(h)2 of the Internal Revenue Service Code, continues the practice of reporting the employee contribution to PERS as tax deferred.

27. FAMILY SICK LEAVE AND BEREAVEMENT LEAVE

Not more than forty eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, and not more than forty (40) hours of sick leave shall be granted to any employee

for each occurrence of death in his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

28. INDUSTRIAL INJURY/CONTINUATION OF HEALTH INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and can not be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated under total compensation for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

- A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.
- B. Continuation toward payment of dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury, unless extended by City Council action.
- C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, CTO or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

29. FLEXTIME

The City agrees to continue the current reference in the MOU to a Flexible Work Schedule provided in Section 18 of the MOU. Control over the operation of the flexible work schedule will continue to be as specified in CMD #46.

30. TOOL ALLOWANCE

Within the Public Works Department, the following classifications are required to provide tools of the trade as a condition and requirement of employment:

Automotive Technician I  
Automotive Technician II  
Automotive Technician III

The Department determines minimum tool requirements based upon individual job descriptions and the current fleet composition. Criteria used in determining whether a specific tool should be supplied by the organization or be required of the employee includes cost, frequency of use, and securement of the item, and generally follows the accepted standards of the industry. A list of the tools currently used is attached and referenced in Exhibit A.

All tools may be inspected by the Department to assure that they are of sufficient quality and condition which will provide safe, damage-free usage. Tools which are deemed of poor condition, quality, inappropriate, or an unnecessary risk to the City may be rejected from the respective employee inventory and the City may require the employee to remove said item from the workplace.

Effective with this MOU, an annual \$350.00 tool allowance shall be provided the affected employee in the above-mentioned classifications for wear, adjustment and consumable expenses to be used at the discretion of the employee. Tool allowance payments will be made to eligible employees on the first paycheck issued in April (\$175) and the first paycheck issued in October (\$175).

31. RELEASE TIME FOR UNION OFFICERS AND STEWARDS

TIME OFF FOR UNION REPRESENTATION

- A. MEET AND CONFER/CONSULT: Two (2) designated members of the Union shall be allowed time off without loss of compensation for purposes of meeting and conferring or meeting and consulting with City representatives on matters within the scope of representation.
- B. The Union President or designee shall be authorized release time to appear before the Civil Service Commission and the City Council at meetings when such bodies are considering matters affecting the bargaining unit and to attend meetings called by the City Administration regarding matters affecting the bargaining unit.

STEWARDS

- A. Employees selected by the Union to act as Union representatives shall be known as "stewards". The Union may select one (1) steward for every division with classifications represented by the Union. The names of employees so selected and the areas to which they are assigned shall be certified in writing to the City by the Union. In the absence of the steward, an alternate may be appointed by the Union President. Stewards, during regular working hours, shall be permitted to investigate and present grievances to the City without loss of pay, provided that the steward is first excused by his/her

supervisor. Permission to perform steward functions shall not be unreasonable denied by the City.

- B. If it becomes necessary during the course of his/her investigation for a steward to contact an employee in another department or division, the steward shall notify the supervisor of that department or division of the purpose of his/her investigation. When the investigation is complete, the steward shall promptly report back to his/her supervisor.

### 32. DISCIPLINARY RIGHTS

In the event of a suspension, dismissal, involuntary demotion or reduction in pay, the City will provide the employee with a "Notice of Proposed Disciplinary Action" and a "Skelly" hearing prior to the imposition of the discipline. The employee has the right to representation by his/her representative if requested.

Following the "Skelly" hearing, the City shall provide the employee with a "Notice of Final Disciplinary Action" which sustains, modifies or cancels the original action based upon the facts presented. The employee may appeal the final decision of the Appointing Authority (City Manager) to the Civil Service Commission by filing a written request with the Secretary of the Commission and the Appointing Authority within ten (10) calendar days from the date of the written notice of action taken. If an appeal is filed, the Appointing Authority will give consideration to a delay in the implementation of the disciplinary action pending a hearing and decision by the Civil Service Commission unless the Appointing Authority believes there exists compelling reason to take immediate action.

#### REPRESENTATION

Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to a disciplinary action, he/she shall be entitled to have a steward present if he/she requests. (See e.g. National Labor Relations Board v. J. Weingarten, Inc. 420 U.S. 251, 955.Ct.959)

### 33. REST PERIOD FOLLOWING EMERGENCY WORK

Any employee working eight (8) or more hours at the overtime rate during the fifteen (15) hour period immediately preceding the beginning of his/her regular work shift shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work with the following provisions:

- A. No employee shall be required to work in excess of sixteen (16) hours without rest unless an emergency is investigated and continued work is deemed necessary to prevent extreme property damage or to preserve human life.
- B. If the eight (8) hour rest period overlaps his/her regular

work shift in whole or in part, he/she will be paid at the straight-time rate for the time which falls within his/her regular work shift.

- C. If the eight (8) hour rest period overlaps a portion of the first half of his/her work shift, the employee may be excused from work until the beginning of the second half of said shift. If the eight (8) hour rest period overlaps a portion of the second half of his/her work shift, he/she may be excused from work until the following work shift. He/she will be paid, however, for that portion of the rest period which overlaps his/her normal working shift. He/she will not be paid for the time between expiration of the rest period and his/her reporting for work.
- D. Hours worked prior to an eight (8) hour rest period shall not be included in determining another rest period.
- E. If the employee is called back to work during his/her eight (8) hour rest period, a new rest period will commence at the conclusion of such work.
- F. Any employee who works a minimum of three (3) hours of emergency overtime between the hours of 11:00 p.m. and 6:00 a.m. will receive an eight (8) hour rest period commencing at the time of release from duty.
- G. Notwithstanding the foregoing, if the employee is required to work during regular work hours on a work shift without having had a rest period of eight (8) hours, for which he/she has qualified as set forth above, he/she shall be paid at the overtime rate for all work performed until he/she has been released from duty for at least eight (8) hours.

34. RETIRED MEDICAL - VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

The City will establish a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a City-wide defined contribution post retirement medical benefit for employees in all bargaining units.

Contributions will be made by the employer on a pre-tax basis as a non-discretionary allocation from total compensation. The VEBA contribution is in addition to the annual total compensation adjustment provided for in Section 2. The City will pay plan administrative expenses.

The contribution will be the same for each employee and will be based on an annual calculation of one percent of City-wide total compensation for regular employees as of the first pay period of the payroll calendar year divided by the total number of budgeted positions. One twelfth of this amount will be contributed each month to the VEBA on behalf of each employee on a pre-tax basis. The contribution for non-full time employees will be prorated.

The first year of the current MOU the contribution amount will be \$71.00 per employee per month for January and February, 2000 and will be adjusted for the March payment based on the total compensation for all regular employees as determined by the Council adopted MOU. In subsequent years the contribution rate adjusted by the Total Compensation increase, will occur for the February payment.

The contribution is effective for the pay period beginning December 26, 1999. Until the VEBA trust has been established and the third party administrator selected by the City, the contributions will be accumulated in a deposit account earning interest in accordance with the City's interest allocation for all funds held in the City's Pooled Cash and Investments. Specific information regarding the Plan will be referenced in the Plan Document.

#### ADDITIONAL INFORMATION FOR BARGAINING UNITS

A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for medical insurance premiums and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

#### 35. DEPARTMENT OF TRANSPORTATION (DOT) DRUG & ALCOHOL TESTING

The City's Personnel Policy & Procedure regarding alcohol & controlled substance use for employees performing safety sensitive functions shall remain in full force and effect. A copy of said document may be obtained through the City's Human Resources Department.

#### 36. FLEXIBLE SPENDING PLAN, INTERNAL REVENUE CODE, SECTION 125

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pre-tax (federal, state, FICA) dollars for dependent care and qualified unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106. Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

#### 37. DOMESTIC PARTNERS



The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

38. ALTERNATE WORK SCHEDULE (NINE-EIGHTY PLAN)

During the term of this agreement, an employee, subject to the conditions of the employee's job assignment, may propose an alternate work schedule as described in City Manager's Directive # 71. Proposal must be made to the Department Head through the immediate supervisor. Consideration will be given as to the feasibility and impact on productivity of such proposal. Management retains the sole right to determine scheduling needs. A proposal for alternate work schedule, and the establishment or discontinuance of an alternate work schedule is not subject to any grievance procedure.

39. NEXT MEMORANDUM OF UNDERSTANDING

The Union and the City will exchange their proposals for the subsequent Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than August 29, 2003.

40. EMPLOYEE RIGHTS

All rights, privileges and working conditions enjoyed by the classifications represented herein, as defined in Personnel and Salary Resolutions No. 4652, dated May, 1983, and City of Santa Clara Resolution No. 2979, entitled "Employer-Employee Relations" dated December, 1972, and other City resolutions, if any, dealing with employee rights and benefits shall not be reduced during the term of this Memorandum of Understanding except in accordance with the provisions of this Memorandum of Understanding.

For the duration of this Memorandum of Understanding, except as provided herein, the wage and fringe benefits provided members of the Field Operations and Maintenance Unit shall not be reduced except by mutual agreement between the Management of the City of Santa Clara and representatives of the Union.

41. MANAGEMENT RIGHTS

Subject to State law and the provisions of City of Santa Clara Employer-Employee Relations Resolution, the rights of the City through its Council and Management include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; establish and enforce dress and grooming standards; direct its employees; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing;

determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City; to assign work to and schedule employees in accordance with requirements as determined by the City including but not limited to: establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish and modify probationary periods and reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City Council on its own behalf and on behalf of the City hereby retains and reserves unto itself all rights, power, authority, duty, responsibility and obligations conferred on and vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of such rights, power, authority, duty, responsibility and obligations by the City Council and the adoption of such rules, regulations, policies as are necessary and as they apply to employees represented by the Union shall be in accord with this Memorandum of Understanding to the extent that they do not violate any of the reserved duties, responsibilities and obligations conferred on and vested in it by the laws, Charter of the City, Constitutions of the State of California, and the United States of America.

42. SCOPE OF THIS MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the meetings which preceded this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding. Therefore, for the life of this Memorandum of Understanding, the City and the Union voluntarily and unqualifiedly waive the rights and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter not referred to or covered in this Memorandum of Understanding, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they met and signed this Memorandum of Understanding.

Notwithstanding the foregoing, however, in the event any portion of this Memorandum of Understanding is declared null and void by superseding Federal, State or City law, the balance of this Memorandum of Understanding shall continue in full force and effect, and the parties shall immediately commence the meet and confer

process to ensure that the superseded portions shall be rewritten to conform as nearly as possible to the original intent.

The City further reserves the right to consider required organizational and operational changes in the economical and efficient operation of the Departments whenever existing or future statutes bring about additional monetary costs.

Nothing in the foregoing shall prevent the parties to this agreement from meeting-and-conferring during the term of this Memorandum of Understanding in matters of mutual concern. Such meeting-and-conferring shall be established and continued by mutual consent only. If, after meeting-and-conferring between the management representatives and the majority employee representatives, no agreement has been reached, such items under discussion shall remain unchanged.

FOR THE CITY OF SANTA CLARA

FOR THE CITY OF SANTA CLARA  
FIELD OPERATIONS & MAINTENANCE UNIT

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\_\_\_\_\_  
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APPROVED: JENNIFER SPARACINO, City Manager

APPROVED BY THE CITY COUNCIL ON: \_\_\_\_\_

ATTEST: City Clerk

**1999-2003 MEMORANDUM OF UNDERSTANDING**  
**Unit 6 – AFSCME**  
**EXHIBIT A**  
**TOOL LIST**

Pliers - various	½ Drive Air Impact
Side Cutters.	½ Drive Std. & Swivel Sockets
Needle Nose Pliers	7/16" – 1" Std. deep
Hose Clamp Pliers	½ Drive Metric Impact Sockets
Wire Strippers	10mm - 27mm
Wire crimpers	½ Ratchet Extensions - various
Wire Grips	½ Drive Torx - male/female
Tweezers	½ U Joints
	Power Tools
	Air Drive Cut Off Tools
Hammers_ - Dead Blow, Brass, Ball Pean	Air Drive Drill
Punch Set	Long Drill Bits
Chipping Hammer	Air Ratchet 1/4", 3/8", 1/2" drive
Pry Bar	Air Rotary Wire Brush
Philips Screwdrivers	Anti Freeze Tester
Standard Screwdrivers	Battery Post Cleaner
Torx Driver t15 - t27	Post & Side Post
	Blow Guns
Standard Wrenches ¼" - 1 ¼"	Brushes - Wire Hand Held
Metric Wrenches 6mm - 27mm	Brushes - Stainless Steel
Std. Allen Wrenches 1/16" - 3/8"	Brushes - Brass
Metric Allen Wrenches 1.5mm - 10mm	Brushes - Steel
Crows Foot Wrenches 3/16" – 1"	DVOM
Crescent Wrenches	Files - various
Tube Wrenches - Metric & Standard	Mill, Knife, Taper, Flat, Bastard
	Flashlight
¼ Drive Ratchet	Gasket Scrapers
¼ Drive Std. & Swivel Sockets	Hack Saw
3/16" - ½ Std. deep	Magnets
¼ Drive Metric Sockets 5mm - 14mm	Mechanical Fingers
¼ Ratchet Extensions - various	Mirror Hand Held Swivel Head
¼ U Joints	Roll Bar
¼ Drive Torx - male/female	Scissors
	Soldering Iron
3/8" Drive Ratchet	Steel Scale
3/8" Drive Std. & Swivel Sockets	Squares - Large & Small
3/8" - 7/8" Std. deep	Tape Measure 6' – 25'
3/8" Drive Metric Sockets 9mm - 19mm	Test Light
deep standard	Test Leads
3/8" Ratchet Extensions - various	Tire Depth Gauge
3/8" Drive Torx - male/female	Upholstery Tools
3/8" U Joints	Utility Knife

# 1999-2003 MEMORANDUM OF UNDERSTANDING

## Unit 6 – AFSCME

### EXHIBIT A

#### TOOL LIST (Continued)

Vacuum Gauge

Recognized industrial/professional standard quality i.e., Snap On, Mac, Craftsman, etc.

#### MECHANIC'S HELPER TOOL LIST

Pliers 3 sizes

Side Cutters

Needle Nose Pliers 2 sizes

Wire Strippers

Wire Crimpers

Tweezers

Hammers 2 sizes

Punch Set

Gasket Scrapers

Philips Screwdrivers 3 sizes

Standard Screwdrivers 3 sizes

Torx Driver t15 - t27

Tire Depth Gauge

Test Light

DVOM

Flashlight

Tape Measure

Standard Wrenches  $\frac{1}{4}$ " - 1  $\frac{1}{4}$ "

Metric Wrenches 6mm - 27mm

Standard Allen Wrenches  $\frac{1}{16}$ " -  $\frac{3}{8}$ "

Metric Allen Wrenches 1.5mm - 10mm

$\frac{1}{4}$ " Drive Ratchet

$\frac{1}{4}$ " Drive Standard Sockets  $\frac{3}{16}$ " -  $\frac{1}{2}$ "

$\frac{1}{4}$ " Drive Metric Sockets 5mm - 14mm

$\frac{3}{8}$ " Drive Ratchet  $\frac{3}{8}$ " Drive Standard

Sockets  $\frac{3}{8}$ " -  $\frac{7}{8}$ "

$\frac{3}{8}$ " Drive Metric Sockets 9mm - 19mm

$\frac{1}{2}$ " Drive Air Impact

$\frac{1}{2}$ " Drive Standard Impact Sockets  $\frac{7}{16}$ " – 1"

$\frac{1}{2}$ " Drive Metric Impact Sockets 10mm - 27 m

**1999-2003 MEMORANDUM OF UNDERSTANDING  
UNIT 6 - AFSCME  
EXHIBIT B**

**CROSS REFERENCE TO PERTINENT EMPLOYMENT RELATED MATERIALS**

The following list is intended to provide the employee with a basic reference to materials related to his/her employment. Materials which are not generally distributed to each employee are available for review through his/her department or the Human Resources Department. Failure to include material in this reference list does not relieve the employee of responsibility for knowledge of the City rules, regulations or operational procedure.

- A. MEMORANDUM OF UNDERSTANDING. Contains the most current modifications to the conditions of employment between the Bargaining Unit and the City. Supersedes existing conditions contained in related materials.
  
- B. PERSONNEL & SALARY RESOLUTION. (Resolution 4652 or successor resolutions). Contains the existing rules & regulations pertaining to conditions of employment, benefits and other elements of employment. This is a compilation of the all MOU's between the various Bargaining Units and the City. Individual elements will have been superseded by the current MOU.
  
- C. EMPLOYER-EMPLOYEE RELATIONS RESOLUTION. (Resolution 2979). This governs the method by which the Bargaining Units are determined and sets the guidelines on employee representation and bargaining under the law.
  
- D. CIVIL SERVICE RULES & REGULATIONS. The Civil Service system of employment is regulated by these rules & regulations. The document defines the methods by which prospective employees may qualify for Civil Service employment and current employees qualify for promotional opportunities. This document also defines the method by which an employee may appeal a disciplinary action or grievance.
  
- E. EMPLOYEE MANUAL & NEW EMPLOYEE ORIENTATION MATERIALS. This manual is a compilation of the various materials that a new employee is expected to be aware of and contains materials from A, C, and D above, as well as information pertaining to the various benefits an employee is entitled to by virtue of his/her employment with the City of Santa Clara. Materials having to do with the various insurance programs or changes to the benefits are distributed to current employees as they are changed. Also included in each new employee orientation packet is the Code of Ethics, the CMD on Gifts & Favors, the Performance Evaluation, and the City Manager's Policy on Discrimination.

1999-2003 MEMORANDUM OF UNDERSTANDING

UNIT 6 - AFSCME

CROSS REFERENCE TO PERTINENT EMPLOYMENT RELATED MATERIALS

EXHIBIT B (Continued)

- F. FRINGE BENEFIT SUMMARY. This document summarizes all of the benefits available to regular employees as a result of their employment and is distributed periodically to all employees.
- G. AFFIRMATIVE ACTION PLAN AND CITY MANAGER'S POLICY ON DISCRIMINATION. These documents set forth the City's policy for non-discrimination in employment and the methods by which the City takes steps to ensure equal employment opportunities for all.
- H. CITY CHARTER. This document provides the legal basis upon which the City operates.
- I. CITY ADMINISTRATIVE CODE. This document defines the methods by which the City operates generally under the City Charter.
- J. CLASSIFICATION PLAN & SALARY SCHEDULES. This document allocates each classification in the City to a range on the individual Salary Schedule. The Salary Schedule defines the pay rate at each step on a salary range.
- K. CITY MANAGER DIRECTIVES. These directives provide the operational procedures which have been adopted by the City Manager to ensure an orderly conduct of City business. All of the 121 current CMD's apply to all of the City's employees. However, the following listed CMD's have particular application to the employees of this Bargaining Unit.

NO. TITLE

- 2A Procedures for Reporting Injuries & Property Damage
- 7 Leave of Absence without Pay Procedures
- 8 Safety Seat Belts
- 12 Citizens Complaint or Service Request
- 15 Meal Policy for Emergency and Overtime Work
- 18 City Operating and Maintenance Procedures
- 22 Media Responses/News Releases
- 25 Jury Duty
- 26 In-Service Training
- 30 Standards of Sick Leave Usage
- 31 Transaction of Personal Business During Working Hours
- 33 Employment of Relatives
- 34 Employee Suggestion Program
- 36 Smoking in the Work Place
- 37 City Safety Program
- 39 Overtime Work for Classified Employees

1999-2003 MEMORANDUM OF UNDERSTANDING

UNIT 6 - AFSCME

CROSS REFERENCE TO PERTINENT EMPLOYMENT RELATED MATERIALS

EXHIBIT B (Continued)

- 45 Vehicle and Equipment Accident Review Committee
- 46 Flexible Work Schedules
- 47 On the Job Personnel Grievances
- 51 Employment other than City Duty
- 59 Return to Duty Work Following Industrial Injury/Illness
- 67 Gifts and Favors to Individuals
- 70 Gifts to the City
- 72 Automatic Payroll Deposit Plan
- 73 Normal Work Schedules
- 75 Employee Cleanup Policy
- 75A Safety Glasses
- 78 Personal Use of City Phones
- 82 Political Activities
- 85 Unit Composition
- 86 Reporting of Industrial Injuries/Illnesses
- 87 Workplace Security
- 90 City Procedure in Case of Death of City Employee
- 93 Formal Disciplinary Action - City Employee
- 94 Temporarily Working in a Higher Classification
- 97 Voluntary Separation/Retirement Interviews - Classified and Unclassified
- 99 Civil Court Subpoenas - Service on City Employees
- 102 Employee Identification Card Program
- 110 Employee Liability
- 111 Consumption of Alcoholic Beverages
- 112 Emergency Medical/First Aid Treatment
- 113 Dress and Grooming Code
- 114 Inclement Weather Policy for Field Personnel
- 115 Employee Medical Information
- 116 Use of City Resources
- 117 Public Contact
- 120 Drivers License Requirements
- 122 Hazardous Materials Use, Handling, Storage, Disposal, Response
- 131 Equal Employment Opportunity

L. PERSONNEL POLICY AND PROCEDURE RE: ALCOHOL AND CONTROLLED SUBSTANCE USE FOR EMPLOYEES PERFORMING SAFETY SENSITIVE FUNCTIONS. This document provides the City's policy in compliance with the Federal Department of Transportation regulations.

M. EMPLOYEE PERFORMANCE APPRAISAL STANDARDS AND GUIDELINES.