

CITY OF PLEASANTON

**PLEASANTON
CITY EMPLOYEES ASSOCIATION**

**MEMORANDUM
OF
UNDERSTANDING**

November 1, 2002 – October 31, 2010

**Pleasanton City Employees Association MOU
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MEMORANDUM OF UNDERSTANDING

Pleasanton City Employees Association, and representatives of the City of Pleasanton, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing November 1, 2002 and ending October 31, 2010.

Section 1. Recognition

Pleasanton City Employees Association hereinafter referred to as the "PCEA," is the formally recognized employee organization for the general employees unit comprised of the classifications listed in the attached salary schedule and certified pursuant to the Employer-Employee Relations procedures and Resolution No. 71-75, adopted by the City of Pleasanton City Council on April 5, 1971.

Section 2. PCEA Security

2.1 Dues Deduction

Upon receipt of a written assignment and authorization signed by the employee on the form shown below, the City agrees to deduct from every other paycheck of such employee an amount which will total the dues uniformly required for membership in the PCEA. The amount so deducted shall be remitted by the City to the officer designated in writing by the President of the PCEA as the person authorized to receive such funds.

The President of the PCEA shall notify the City Manager in writing as to the amount of such dues uniformly required of all members of the PCEA.

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

PCEA dues. In addition, in order to meet certain accounting deadlines, all payroll changes connected with the deduction of said PCEA dues must be made by the fifteenth (15th) of the preceding month.

The PCEA shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, proceedings or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this check-off agreement. In addition, the PCEA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

The PCEA for which dues are deducted may be required to pay upon the written demand of the City a service charge of five cents (.05) per name per month for each employee paying such dues, but in no event more than five percent (5%) of the dues.

The employee's authorization request shall be in the following terms:

Date:

"You are hereby authorized and requested to deduct from wages due me (and payable on every other regular pay day) such amount as which will total the amount of my PCEA dues as reported to you by the President of PCEA and to make such deductions for each and every succeeding month unless and until I revoke this assignment in writing. You are hereby authorized and you are to pay the total amount deducted each month to PCEA. This assignment is voluntary.

Signature

2.2 Maintenance of Membership

All employees in classifications listed in Section 1.0, who are members of the Association, tendering periodic dues thirty (30) days after the City Council of the City of Pleasanton approved this Memorandum of Understanding and all employees in the aforementioned unit who thereafter become members of the Association shall, as a condition of employment, pay dues to the Association for the duration of this Memorandum of Understanding, and each year thereafter. During the term of this agreement, any employee who is a member of the Association shall have the right to withdraw from the Association and discontinue dues deduction on every even year during the month of September only. Said withdrawal shall be communicated by the employee in writing to the President, Vice-President or Secretary/Treasurer. It will then be forwarded to the Director of Finance and processed through the payroll system. An employee who is subsequently employed in a position outside of the unit represented by the Association shall not be required to pay dues to the Association.

2.3 Communication with Employees

Any representative of the PCEA shall give notice to the Department Head when contacting City employees during the duty period of the employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned. Pre-arrangements for routine contact between the Association and the Department Head may be made, and when made shall continue until revoked.

The PCEA may designate to the Deputy City Manager/Director of Human Resources, no more than two representatives to discuss grievances with their members. The PCEA representatives shall be allowed reasonable time at the beginning or end of an employee's normal duty period to discuss the employee's grievance. This use of duty period time by either the PCEA representative or the employee shall not unduly affect either person's ability to complete their assigned duties. These time limitations shall not be in effect during the conduct of formal grievance hearings.

2.4 Bulletin Boards

The PCEA may use portions of City bulletin boards under the following conditions:

- (1) All materials must receive the prior approval of the Deputy City Manager/Director of Human Resources.
- (2) All materials must be dated and must identify the organization that published them.

2.5 Use of City Buildings

City buildings and other facilities may be made available for use by City employees or the PCEA or its representatives in accordance with such administrative procedures as may be established by the City Manager or his/her designated representative.

2.6 Advance Notice

Except in cases of emergency as provided below in this subsection, the PCEA, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

In case of emergency which the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required.

At the earliest practicable date thereafter the PCEA shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

Section 3. No Discrimination

Neither the City, the Association, nor any person employed by them shall discriminate against any employee, or applicant for employment because of race, color, religion, sex, national origin, age, medical condition, pregnancy, marital status, disability or sexual preference. Furthermore, the City shall not discriminate against any employee because of legitimate employee organization activities.

Section 4. PCEA Representatives

The PCEA shall submit a list of the officers of the PCEA to the City Manager and notify the City Manager in writing at such time there are any changes in such PCEA officers.

PCEA members who are official representatives of the PCEA shall be given reasonable time off with pay to attend meetings with management representatives, to be present at hearings where such matters within the scope of representation are being considered, and to prepare for meet and confer sessions both prior to and following said sessions. The use of duty time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. No more than three (3) PCEA members shall be considered official PCEA representatives for the purposes of this paragraph. On or about January 15 of each year the PCEA shall submit in writing to the Personnel Director a list of three (3) official PCEA representatives. The list of official PCEA representatives may be amended by the PCEA providing all such amendments are made in writing and submitted to the Deputy City Manager/Director of Human Resources.

Section 5. City Rights

The rights of the City 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; direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or for 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 of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work.

Section 6. Salaries

6.1 Salary Adjustments

Effective the first pay period after November 1, 2002, the salary ranges of all classifications represented by the Association shall be increased four percent (4%).

Effective the first full pay period after November 1, 2003, the salary ranges of all classifications represented by the Association shall be increased five percent (5%).

Effective the first full pay period after November 1, 2004, the salary ranges of all classifications represented by the Association shall be increased five percent (5%).

Effective the first full pay period after November 1, 2005, the salary ranges of all classifications represented by the Association shall be increased five percent (5%).

Effective the first full pay period after November 1, 2006, the salary ranges of all classifications represented by the Association shall be increased four percent (4%).

Effective the first full pay period after November 1, 2007, the salary ranges of all classifications represented by the Association shall be increased four percent (4%).

Effective the first full pay period after November 1, 2008, the salary ranges of all classifications represented by the Association shall be increased four percent (4%). The City and Association shall conduct a salary survey 90 days prior to the aforementioned date based on the survey cities shown in Exhibit A of the Memorandum of Understanding. If the survey concludes that the classifications represented by the Association are below the mean, the City agrees to reopen the Memorandum of Understanding on wages only for the remaining two years of the contract.

Effective the first full pay period after November 1, 2009, the salary ranges of all classifications represented by the Association shall be increased four percent (4%).

These ranges represent for each classification the standard rate of pay for full employment and represent the total compensation due employees except for overtime compensation and other benefits specifically provided by the City.

6.2 Entrance Salary

The entrance salary for a new employee entering the City service shall be the minimum salary for the class to which he/she is appointed. The Appointing Authority may, however, authorize original appointment or reinstatement at a rate higher than the minimum rate when the qualifications of the candidate including but not limited to education, experience and training and/or needs of the service warrant.

6.3 Conversion of Pay Rates

Any monthly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable.

6.4 Salary Advancements

Full time regular employees serving in a regularly established position and part-time regular employees serving in classifications represented by the PCEA shall be advanced from the "A" step to the "B" step in their respective classifications after completion of twelve (12) months' full time satisfactory service, in each of the salary steps for the classification until the top of the range is reached. No salary advance shall be made so as to exceed any maximum rate established in the pay plan for the class to which the advanced employee's position is allocated. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as determined by his/her Department Head. These include length of service, performance record, special training undertaken, or other pertinent evidence. Upon the approval of the City Manager, an employee who demonstrates exceptional performance based upon the criteria in the preceding sentence may be advanced two salary steps. An employee shall not normally be eligible for advancement in pay until he/she has successfully completed his/her probationary period or any extension thereof, as provided in Section 21.

A change in an employee's salary because of promotion or demotion establishes a new salary anniversary date for that employee. Salary range adjustments for a classification will not establish a new salary anniversary date for employees serving in that classification.

6.5 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the step held by him/her in the previous range.

6.6 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, he/she shall receive the minimum rate for the higher class; provided, however, that such rate is at least five percent (5%) above his/her current wage rate. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which he/she is demoted. The specific rate of pay within the range shall be determined by the City Manager, whose decision shall be final; provided, however, that the employee's rate of pay shall not be set at a lower rate than he/she would have received had he/she remained in the lower class.

Section 7. Hours of Work

7.1 Standard Workweek

The standard workweek for all full time employees shall consist of five (5) consecutive eight (8) hour work days.

7.2 Alternative Workweek

Alternate workday or workweek periods may be authorized by the Department Head or City Manager to accommodate temporary business needs such as special scheduled events or projects, or work-related certification testing, that may require work on a weekend or different hours than the standard workweek (see section 7.1 for definition of standard workweek). Depending on the event or project, this could involve:

- Altering the workweek to include a workday on Saturday and/or Sunday. In this instance, the employee's alternate day(s) off shall be scheduled at the beginning or end of the employee's remaining workweek, except under circumstances of unusual scheduling, workload, or by mutual agreement with the Department Head, when the day(s) off may be midweek.
- Elongating the workday to 9 or 10 hours, and shortening the workweek.

Among qualified employees, who shall be afforded equal opportunity, volunteers shall be first solicited for such duty, and three (3) days shall be allowed for this solicitation. Where insufficient volunteers exist after such solicitation, such duty shall be equally distributed among qualified employees, who shall in no case be given less than three (3) weeks notice of such duty.

Section 8. Overtime

Full time employees who are assigned by their supervisor to work after completion of their work day shall be entitled to overtime compensation for all hours so worked, provided, however, that the overtime rate shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay as calculated to the nearest one-tenth (1/10) of an hour.

If an employee who has completed his/her regular work day is called back to work (from home), he/she shall upon reporting in a reasonable time after notification, be compensated for all work performed outside of his/her regular duty shift at the overtime rate, commencing with the time of notification. Except as provided below, in no event shall he/she receive less than two (2) hours of overtime compensation for each such separate call back incident. The two hour minimum overtime payment shall not apply to subsequent call outs occurring within any two hour period.

Employees may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the employee. Compensatory time shall accrue at the rate of one and one-half (1-1/2) times the overtime hours worked. Compensatory time off which accrues in excess of eighty (80) hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked. Utilization of compensatory time off shall be by mutual agreement between the Department Head and the employee. Upon termination, the employee shall be paid for his/her unused compensatory time. Overtime shall not be assigned on the basis of employee's choice of monetary payment or compensatory time off.

Effective the first pay period after January 1, 1999, employees may, twice per year, be paid for all accrued and unused compensatory time, up to an amount not exceeding eighty (80) hours per calendar year. Said payment shall be made on the first pay period in June and on the first pay period in December. Written requests for payment must be made by the employee fifteen (15) days in advance of the first payday in June and December.

Section 9. Standby Time

Standby time is that amount of specific and predetermined time that an employee is required to be on call in addition to the normal work day and shall be compensated at a rate of pay equal to twenty (20) hours of pay for each seven (7) day period spent on standby. The hours of daily standby duty for water division employees and sanitary sewer division employees shall be 3:30 p.m. to 7:00 a.m. The requirement that employees in the classification of water system operator and sanitary system operator work standby shall be set forth in the job descriptions of such classifications.

Section 10. Training Pay: Police Dispatcher/Community Service Officer

Effective the first pay period after November 1, 1998, Police Dispatchers assigned to train new Police Dispatchers as part of a formal departmental training program shall be paid an additional five percent (5%) of their regular hourly rate of pay for each hour of assigned training.

Community Service Officers assigned responsibility to train new Community Service Officers as part of a formal departmental training program shall be paid five percent (5%) of their regular hourly rate of pay for each hour of assigned training.

Section 11. Holidays

11.1 Observed Holidays

Effective March 1, 1988, the holidays to be observed are as follows:

- a. January 1
- b. The third Monday in January known as "Martin Luther King Day"
- c. The third Monday in February, known as "Washington Day"
- d. The last Monday in May known as "Memorial Day"
- e. July 4
- f. The first Monday in September known as "Labor Day"
- g. The eleventh day of the eleventh month, known as "Veterans Day"
- h. Thanksgiving Day
- i. The Friday following Thanksgiving Day
- j. Christmas Eve Day
- k. December 25

In addition, the Library operation will be closed on Easter Sunday and employees will be given time off as a non-paid holiday. Employees may use available paid leave for time off, or record this day without pay for time off. The City reserves the right to modify this decision in the future to accommodate community and/or organizational concerns, with advance notice to the PCEA.

11.2 Floating Holidays

Three (3) floating holidays shall be credited to each employee each year to be observed on a date mutually agreed to by the individual employee and the Department Head or the Department Head's designee. Such floating holidays shall be scheduled in advance of the observance of such floating holiday and once scheduled may not be changed unless mutually agreed to by the employee and the Department Head or his/her designee. Floating holidays shall be taken in the calendar year in which they are credited.

Persons who become full time employees after January 1 but prior to July 1 of any calendar year, shall be credited with one (1) floating holiday subject to the scheduling, approval and observance processes outlined in paragraph one of this section.

11.3 Holiday Observance Regular Part-Time Employees

Regular part-time employees shall receive time off with pay for holiday observances as follows:

Regular part-time employees including job share employees averaging between twenty (20) and twenty-nine (29) hours per week, four (4) hours pay for each fixed holiday observed by full time employees in the same or similar classification. In addition three (3), four (4) hour floating holidays shall be credited to each regular part-time employee including job share employees each year. Scheduling and observance of said floating holidays shall be in accordance with those procedures established for full time employees. Such floating holidays shall be observed in the calendar year in which they are credited.

Regular part-time employees including job share employees averaging between thirty (30) through thirty-nine (39) hours per week, six (6) hours pay for each fixed holiday observed by full time employees in the same or similar classification. In addition, three (3), six (6) hour floating holidays shall be credited to each regular part-time employee including job share employees each year. Scheduling and observance of said floating holidays shall be in accordance with those procedures established for full time employees. Such floating holidays shall be observed in the calendar year in which they are credited.

The change in crediting of floating holidays for regular part time employees shall occur consistent with the conversion procedures established for full time employees.

11.4 Work on a Holiday

If in the opinion of the Department Head, the employee's services are needed and required in the interest of the public health, safety or general welfare, the employee shall be compensated at a rate of pay twice that established for regular time for holiday hours worked except that employees in the classifications of police dispatcher, senior police dispatcher and supervising police dispatcher shall be compensated each year for working holidays through receipt of holiday in lieu pay. Said holiday in lieu pay shall be equal to seven and one-half percent (7-1/2%) of the employee's annual salary exclusive of any overtime and shall be in addition to the employee's regular monthly salary. Holiday in lieu pay shall be paid on the first pay day after December 1, and the second installment paid on the first pay day after June 1. Employees in the classification of police dispatcher, senior police dispatcher and supervising police dispatcher shall receive prorated holiday pay upon termination.

11.5 Holidays Falling on Saturday, Sunday, Scheduled Day Off

When a holiday falls on a Sunday, the following Monday shall be observed; when a holiday falls on a Saturday, the preceding Friday shall be observed; except that if Christmas Eve Day falls on a Saturday or Sunday the preceding Friday shall be observed. If a holiday falls on an employee's scheduled time off, compensatory time off shall be granted, or, at the option of the employee, compensation at a rate of pay equal to his regular rate of pay for the holiday period shall be granted.

Section 12. Vacations

12.1 Vacation Eligibility

All employees in the competitive service shall be entitled to annual vacation leave with pay except for the following:

- 1) Employees who have served less than six (6) months in the service of the City.
- 2) Employees who work on a provisional or temporary basis and all non-regular part-time employees.

12.2 Vacation Allowance

Effective November 2, 1996, each eligible employee shall accrue vacation as follows:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
First through fourth	6.667
Fifth through ninth	10.000
Tenth through fourteenth	13.334
Fifteenth	14.000
Sixteenth	14.667
Seventeenth	15.334
Eighteenth	16.000
Nineteenth and above	16.667

Employees in their fifteenth year of eligible service as of November 1, 1996, shall during said year continue to accrue vacation at the rate of 14.667 hours per month.

Any employee, except a probationary, or regular part-time employee, may be allowed to incur a forty (40) hour deficit beyond the vacation leave credited to his/her account on his/her anniversary date. A probationary employee may incur a forty (40) hour deficit in vacation after six (6) months full time satisfactory service.

12.3 Vacation Allowance Regular Part-time Employees

Regular part-time employees including job share employees provided they average between twenty (20) and twenty-nine (29) hours per week, shall accrue vacation with pay effective November 2, 1996, as follows:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
First through fourth	3.334
Fifth through ninth	5.000
<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
Tenth through fourteenth	6.667
Fifteenth	7.000
Sixteenth	7.334
Seventeenth	7.667
Eighteenth	8.000
Nineteenth and above	8.335

Regular part-time employees including job share employees provided they average between thirty (30) through thirty-nine (39) hours per week, shall accrue vacation with pay effective November 2, 1996, as follows:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
First through fourth	5.000
Fifth through ninth	7.500
Tenth through fourteenth	10.000

Fifteenth	10.500
Sixteenth	11.000
Seventeenth	11.500
Eighteenth	12.000
Nineteenth and above	12.500

12.4 Vacation Accumulation

Any eligible employee may be allowed to have an accumulation of no more than two (2) years vacation accrual on his/her anniversary date. If the maximum vacation accrual is reached, the employee shall temporarily cease the further accrual of vacation until his/her vacation balance is reduced below the maximum accumulation. An employee reaching his/her maximum accrual shall be notified in writing by the Human Resources Department ninety (90) days in advance.

If the requirements of the service are such that an employee cannot take his/her vacation for purposes of complying with the above, the employee's department head may make special arrangements including the continuation of vacation accrual to accommodate the employee if necessary.

12.5 Vacation Schedule

The times during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head or his/her designee with due regard for the wishes of the employee and particular regard for the needs of the service. Vacations may not be taken, however, in connection with an employee leaving City employment.

If the requirements of the service are such that an employee can not take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.

12.6 Vacation Pay at Termination

An employee shall be paid for all accrued vacation leave earned prior to the effective date of termination. Such compensation for earned vacation shall be paid to the employee in one lump sum in a final check.

Section 13. Sick Leave

13.1 Sick Leave Accrual

All new full time employees hired on or after November 1, 1996 shall accrue sick leave at the rate of eight (8.0) hours for each month of service. Each new full time employee hired before November 1, 1996, shall, during his/her one year

probationary period, earn sick leave at a rate of eight (8.0) hours for each month of service. Upon successfully completing his/her one year probationary period each new employee shall receive three hundred eighty-four (384.0) hours sick leave credit in addition to that earned during probation. Upon completion of five (5) years service, every employee shall thereafter accumulate sick leave at a rate of eight (8.0) hours per month.

Effective May 1, 1990, employees may accumulate an unlimited number of sick leave hours; except, however, hours accumulated in excess of one thousand four hundred and forty (1440) may be used only to apply toward additional years of retirement service credit under the current PERS "Credit for Unused Sick Leave," Section 20862.8. An employee may be allowed a sick leave deficit of twenty-four (24) hours beyond that actually earned. Employees on leave of absence with pay in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code shall accumulate sick leave during said leave of absence, in accordance with the provisions of this section.

13.2 Sick Leave Accrual Regular Part-time Employee

Regular part-time employees including job share employees provided that they average between twenty (20) and twenty-nine (29) hours per week, shall accrue four (4) hours of sick leave per month to a maximum accrual of seven hundred and twenty (720) hours.

Regular part-time employee including job share employees provided that they average between thirty (30) through thirty-nine (39) hours per week, shall accrue six (6) hours of sick leave per month to a maximum accrual of one thousand and eighty (1,080.0) hours.

13.3 Sick Leave Usage

Sick leave with pay shall be granted to all probationary and regular part-time including job share employees, and probationary and regular full time employees within the competitive service. Sick leave shall not be considered a right which an employee may use at his/her discretion but shall be allowed only as follows:

- 1) In cases of necessity and actual personal sickness or disability of the employee;
- 2) For medical and dental appointments of the employee, at the discretion of the immediate supervisor;
- 3) For the care of or attendance upon the sickness, routine medical and dental appointments, disability or bereavement following the death of members of his/her immediate family. A maximum of forty-eight (48) hours per year of family sick leave may be used for this purpose. Up to 40 hours per year may be used by any employee for bereavement purposes and these hours will not

count towards the 40-hour threshold outlined in the Attendance Management Program. The immediate family shall consist of the spouse, children, parents, brothers, sisters, or domestic partner¹ or other individual whose relationship to the employee is that of a dependent. An employee's grandparents shall be considered immediate family for purposes of bereavement leave. The Department Head shall grant such leave and determine the amount thereof; provided, however, that Deputy City Manager/Director of Human Resources shall first, where necessary, pass upon sufficiency of relationship.

This provision does not apply if the family sickness or disability or the employee's bereavement occurs while the employee is on vacation leave.

An employee eligible for temporary disability payments may use accumulated sick leave in order to maintain his/her regular income; provided, however, that the employee shall be allowed a credit against sick leave to the extent that temporary disability payments are retained by the City.

In order to receive compensation while absent on sick leave the employee shall notify his/her immediate supervisor or the Deputy City Manager/Director of Human Resources prior to or within one hour after the time set for beginning his/her daily duties or as may be specified by the Department Head. When absence is for more than eight (8) hours, the employee may be required to file a physician's certificate or a personal affidavit with the Deputy City Manager/Director of Human Resources stating the cause of the absence. A physician's certificate may also be required for an absence of less than eight (8) hours when an employee is disciplined for attendance as set forth in Section 26.1.

Section 14. Leaves of Absence

14.1 Family Leave

Employees shall be eligible for family leave in accordance with the State "Family Rights Act of 1991," and the "Federal Family and Medical Leave Act 1993."

14.2 Personal Leave

Any regular or probationary employee may upon written request to his/her Department Head and the Deputy City Manager/Director of Human Resources, be granted by the City Manager a leave of absence without pay for unique personal reasons for a period not to exceed three (3) months. The written request must state the reasons for the leave. The Department Head may grant a regular or probationary employee leave of absence without pay for a period not to exceed

¹To be eligible to use sick leave as specified for a domestic partner, an employee must have a valid "Affidavit of Domestic Partnership" on file with the Human Resources Department.

one (1) calendar week. Said leaves shall be reported to the Deputy City Manager/Director of Human Resources. In addition, the employee's leave balances shall be taken into account in the City Manager's consideration of the request. The City Manager will also consider the City's ability to get the work tasks accomplished in the employee's absence.

During said leave, an employee shall not accrue vacation or sick leave benefits or be eligible for holidays, nor shall such time be considered as service time.

14.3 Extended Medical Leave

Any regular or probationary employee who is temporarily disabled from work due to a medical condition may, upon written request to the Department Head and the Deputy City Manager/Director of Human Resources, be granted by the City Manager, a leave of absence without pay for a period not to exceed six (6) months beyond the exhaustion of any accrued sick leave.

The term medical disability includes all temporary medical disabilities including pregnancy, childbirth and associated medical conditions. Total approved paid and unpaid time away from work because of medical disability prior to and after the birth of a child, shall not exceed one hundred twenty (120) days.

Such request for medical leave will be considered only upon provision of a physician's statement attesting to said disability.

During extended medical leave, an employee shall not accrue vacation or sick leave benefits or be eligible for holidays, nor shall such time be considered as service time. Any employee returning from medical leave shall be required to provide a physician's release to return to duty.

14.4 Jury Leave

Every employee of the City who is called or required to serve as a juror shall be entitled to leave from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. The employee shall be paid the difference between his/her full salary and any payment received by him/her, except travel pay, for such duty.

14.5 Leaves Resulting from Subpoena

Leave of absence with pay shall be granted to a person while going to and from court and answering a subpoena as a witness. The employee shall be paid the difference between his/her full salary and any payment received by him/her, except travel pay, for such duty.

14.6 **Military Leave**

Military leave shall be granted in accordance with the provisions of the law. All employees entitled to military leave shall give the Appointing Authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

14.7 **Failure to Return from Leave**

Failure on the part of the employee on leave to report to duty promptly upon its expiration or within a reasonable time after its expiration shall be cause for discipline.

Section 15. Health and Welfare

15.1 **Hospital and Medical Care - Active Employees**

The City shall contribute an amount necessary to provide hospital and medical care benefits for the individual employees and eligible dependents; provided, however, in no event shall the City be obligated to contribute a monthly amount in excess of the monthly premium for the Kaiser S-1 Health Plan full family coverage.

Effective November 1, 1996 the City's monthly premium contribution for the Kaiser S-1 medical care benefits shall include the premium for the Kaiser durable medical benefit.

Effective June 1, 1998, the City shall modify the Kaiser S-1 plan to include the Kaiser "CH3" chiropractic plan for the employee and eligible dependents. The cost of said plan shall be borne by the City.

For the purpose of providing aforesaid health care coverage to eligible regular part-time employees including job share employees who average between twenty (20) and twenty-nine (29) hours per week, the City shall contribute an amount not to exceed fifty percent (50%) of the City's monthly contribution established for full time employees as set forth in the paragraph above. For regular part-time employees including job share employees who average between thirty (30) and thirty-nine (39) hours per week, the City shall contribute an amount not to exceed seventy-five percent (75%) of the City's monthly contribution above.

15.2 **Health and Medical Care - Retirees**

Effective April 30, 1990, for all employees who retire for service after April 30, 1990 the City shall pay for each year of service, four percent (4%) of the monthly premium for employee and one dependent of the City's current Kaiser S-1 Health Plan coverage. Effective April 30, 1990 for all employees who retire for

disability after April 30, 1990 the City shall pay a percentage of the monthly premium for employee and one dependent of the City's current Kaiser S-1 Health Plan coverage in accordance with the schedule set forth below:

<u>Years of Service</u>	<u>City's Contribution</u>
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25 + years of service	100%

Upon qualifying for and receiving parts A and B of Medicare, the City shall not be obligated to contribute a monthly amount in excess of the monthly premium for the Kaiser S-1 supplement to Medicare health plan for employee and one dependent. In the case where the eligible employee is deceased, the amount the City is obligated to pay shall be reduced by one-half (1/2). If the spouse remarries, the obligation by the City shall terminate.

In the event that a retiree must obtain medical coverage through a plan not offered through the City of Pleasanton, the City will reimburse the retiree up to the amount outlined in Section 15.2, but in no event shall the City be obligated to reimburse the retiree more than the amount the retiree has actually spent. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

The City reserves the right to meet and confer with the Association for the purposes of coordinating retired employee's hospital and medical care in the event Federal or State legislation is implemented that affects retiree's medical insurance.

15.3 Dental

The City shall contribute an amount necessary to provide dental care benefits for the individual employees and eligible dependents. Effective January 1, 2003, the City shall increase the lifetime maximum orthodontia coverage from \$1,500 to \$2,000 for individual employees and eligible dependents.

In no event shall the City be obligated to contribute an amount in excess of the amounts listed below to provide the aforementioned coverage during the term of this agreement.

- Effective January 1, 2005, said maximum contribution shall be increased from \$109.36 to \$120.00 per month.
- Effective the first pay period after January 1, 2007, said maximum contribution shall be increased from \$120.00 to \$132.00 per month.
- Effective the first pay period after January 1, 2009, said maximum contribution shall be increased from \$132.00 to \$145.00 per month.

For the purpose of providing aforesaid dental care coverage for eligible regular part-time employees including job share employees who average between twenty (20) and twenty-nine (29) hours per week, the City shall contribute an amount not to exceed fifty percent (50%) of the city's monthly contribution established for full time employees as set forth above. For regular part-time employees including job share employees who average between thirty (30) and thirty-nine (39) hours per week, the City shall contribute an amount not to exceed seventy-five percent (75%) of the City's monthly contribution established for full-time employees as set forth above.

15.4 Life Insurance

Effective May 1, 1992, the City shall contribute an amount necessary to provide \$35,000 life and \$35,000 accidental death and dismemberment insurance coverage for the individual full-time employee. Effective November 1, 1996, the City shall contribute an amount necessary to provide \$26,250 life and \$26,250 accidental death and dismemberment insurance coverage for the individual regular part-time employee who averages between thirty (30) and thirty-nine (39) hours per week; and \$17,500 life and \$17,500 accidental death and dismemberment insurance coverage for the individual regular part-time employee who averages between twenty (20) and twenty-nine (29) hours per week.

Employees may purchase, at the employees' own expense and within the limits set by the insurance carrier, additional amounts of life insurance under the existing policy.

15.5 Disability Insurance

(1) Short-Term Disability

During his/her second through fourth year of City employment, a regular employee on extended medical leave may be eligible for a partial income continuation benefit. To be eligible for said benefit, the employee's attendance record must be satisfactory as judged by the employee's Department Head and City Manager.

If approved, the employee's weekly income continuation benefit will equal 55% of his/her regular weekly rate of pay to a maximum weekly benefit of \$336.00. The schedule of benefit payments shall be as follows:

<u>Employee's Year of Employment</u>	<u>Maximum Weeks of Benefit</u>
Second Year	Six Weeks
Third Year	Four Weeks
Fourth Year	Two Weeks

The City, at its sole discretion, may choose to change the above income continuation benefit from a self-insured benefit to an insured benefit upon advance written notice to the PCEA.

(2) Long-Term Disability

Effective November 1, 1996, the City shall contribute an amount necessary to provide a long-term disability insurance benefit for probationary and regular full time employees. The benefit shall be provided under the present Unum group policy or an acceptable alternative plan. Under said plan, an eligible employee's benefit shall be equal to sixty seven percent (67%) of his/her regular monthly wage rate. In no event, however, shall the employee's maximum monthly long-term disability benefit exceed \$2,250.00 per month. In no event shall the City be obligated to contribute an amount in excess of two dollars and sixteen cents (\$2.16) per one hundred dollars (\$100.00) of monthly salary of the first \$3,360 of monthly salary not to exceed a total contribution of seventy-two dollars (\$72.00) per month per employee.

15.6 Vision Care

During the term of this agreement, the City shall contribute the premium necessary for VSP vision plan family coverage for health participants who are not covered by Kaiser. The benefits include annual eye examinations with a \$10.00 co-payment by the employee; annual lens replacement and bi-annual replacement of frames for a \$20.00 co-payment by the employee.

15.7 Health and Welfare Benefit Continuation

Employees off work due to verifiable personal illness and having exhausted their accrued sick leave benefits set forth in Section 13 shall continue their eligibility for health and welfare payments in accordance with Section 14. Employees off work on leaves of absence without pay shall not be eligible for said health and welfare benefit payments.

Section 16. Retirement

As of December 7, 2002, and for the remainder of the term of this contract, the City shall replace the PERS 2% at 55 retirement formula with the PERS 2.7% at 55 retirement formula, including the following options: "Credit for Unused Sick Leave", "1959 Survivors Third Level", "One Year Final Compensation Option" and "Military Service Credit" option.

Effective March 1, 1982, the City shall pay the employee's contribution to the Public Employee's Retirement System (PERS). The amount of said City payment shall equal, but not exceed seven percent (7%) of the employee's compensation subject to retirement contributions and shall be reported to PERS as "special compensation". Effective December 7, 2002, the amount of said City payment shall increase to, but not exceed, eight percent (8%) of the employee's compensation subject to retirement contributions, and shall be reported to PERS as "special compensation."

Section 17. Uniforms

The City shall provide all necessary safety and protective clothing, as defined by the City Manager upon the recommendation of the Department Head. The City shall provide fifty percent (50%) of the initial purchase price of uniforms for those Police and Fire Department employees required to wear a prescribed uniform.

17.1 City Provided Uniforms

The City shall provide uniforms to certain classifications as set forth in the "Employee Uniform Program" dated December 1991.

17.2 Uniform Allowance

The annual uniform allowance for senior animal services officer, animal services officer and community services officer shall be increased from \$450 to \$500 per year.

The annual uniform allowance for property and evidence technician, police dispatcher, senior police dispatcher and fire administrative staff shall be increased from \$400 to \$450 per year. The allowance shall be paid in one payment on the first payday in April.

17.3 Reimbursement for Damaged or Destroyed Personal Clothing

Effective May 1, 1990, upon proper documentation the City will reimburse employees up to a maximum of fifty dollars (\$50.00) for personal watches damaged in the proper performance of assigned tasks. Except for employees enrolled in a health plan providing vision care coverage or an individual vision care plan, the City shall reimburse employees up to a maximum of seventy five dollars (\$75.00) for the repair or replacement of glasses damaged in the performance of assigned tasks except that glasses damaged as a result of an industrial injury shall be reimbursed under the City's worker's compensation insurance program.

Exclusive of normal wear and tear, the City will reimburse employees for the reasonable repair or replacement of their personal clothing seriously damaged or destroyed in the performance of assigned duties; provided, however, no such reimbursement shall be made if the article(s) of clothing damaged or destroyed is inappropriate for the work place; damaged or destroyed as a result of the improper performance of the assigned work; damaged or destroyed as a result of an industrial injury the latter reimbursable under the City's worker's compensation insurance program.

17.4 Safety Boot Allowance

Effective November 1, 2002, the safety boot allowance shall be increased to one hundred fifty dollars (\$150) per year. Effective November 1, 2005, the safety boot allowance shall be increased to \$160.00 per year. Effective November 1, 2008, the safety boot allowance shall be increased to \$170.00 per year. The allowance shall be used for the replacement or repair of required safety boots.

Effective May 1, 1992, the safety boot allowance for Street Maintenance Division employees shall be increased an additional amount per year, for each year stated above, for employees needing a second pair of safety boots.

17.5 Uniform & Safety Boot Allowance Sampling

During the term of this agreement, but no later than November 1, 2004, the parties will agree on the number and type of typical uniform items that are replaced each year, as well as the typical price of safety boots. The City will then sample price changes for that typical sample every other year, and make such adjustment in the uniform and safety boot allowances as may be warranted November 1 of the even numbered years.

Section 18. Credit Union

The City shall implement a voluntary payroll deduction option for those employees who wish to join the First United Services Credit Union for the purpose of transacting business with said credit union.

Section 19. Deferred Compensation Plan

The City shall implement a deferred compensation plan provided, however, ten percent (10%) of the PCEA membership agree to participate in said plan. If at any time participation in said plan falls below ten percent (10%) of the PCEA membership, the City may at its discretion, discontinue said plan at the conclusion of the calendar year following sixty (60) days notice to the PCEA.

Section 20. Educational Incentive Tuition and Book Reimbursement Program

20.1 Educational Incentive

All regular employees having reached step E of their classification's pay range are eligible for educational incentive pay for college degrees earned while employed by the City of Pleasanton provided the degree is awarded from a community college, college or university accredited by the Western Association of Schools and Colleges and is in a recognized academic or professional field as determined by the employer's Department Head and the Deputy City Manager/Director of Human Resources. Where a degree appears not to be in a recognized academic field the Department Head and Deputy City Manager/Director of Human Resources shall provide the employee an opportunity to discuss the issue with them before they make their decision. Once made, however, the decision of the Department Head and Deputy City Manager/Director of Human Resources shall be final.

Incentive pay shall be a percentage of monthly base salary as specified below:

Eligible Degree	Incentive Pay
AA	2.5%
BA/BS	5.0%
MS/MA	5.0%

The maximum incentive pay an employee can receive is five percent (5%). Should an employee be promoted to a position requiring the degree for which he/she is currently receiving incentive pay, said incentive pay shall cease.

To receive incentive pay the employee must submit a copy of his/her college degree and college transcripts showing his/her overall grade point average. Incentive pay shall be effective at the beginning of the next pay period following approval of eligibility.

All employees receiving educational incentive pay on April 30, 1992, shall continue to receive educational incentive pay. Any employee as of April 30, 1992, who obtained an eligible degree prior to being employed by the City of Pleasanton shall, upon reaching step E of his/her classification's salary range, receive the appropriate incentive pay percentage as cited above for said degree.

20.2 Tuition Reimbursement

Regular full time employees and as specified below regular part time employees shall be eligible for reimbursement of tuition expenses for college or university courses successfully completed with a grade of "C" or better, provided said courses have been approved in advance by the employee's Department Head and the Deputy City Manager/Director of Human Resources and are taken from an educational institution accredited by the Western Association of Schools and Colleges.

Tuition shall be reimbursed in an amount up to, but not to exceed the registration fees per college quarter levied by California State University Hayward for internal degrees in effect at the time the employee enrolled in the course(s) for which tuition reimbursement is requested.

Eligible fees shall be limited to:

- | | |
|------------------|----------------------|
| University Fee | Facility Fee |
| Student Body Fee | University Union Fee |
| IRA Fee | Health Services Fee |

Regular part-time employees who average between thirty (30) and thirty-nine (39) hours per week shall be reimbursed in an amount equal to seventy five percent (75%) of the above fees. Regular part-time employees who average between twenty (20) and twenty-nine (29) hours per week shall be reimbursed fifty percent (50%) of the above fees.

Requests for tuition reimbursement shall be submitted at the completion of each quarter or semester and be accompanied by an official receipt verifying the tuition amount and the tuition payment, and an official transcript of grades.

20.3 Book Reimbursement

Regular employees can be reimbursed for books required for college/university courses approved by the department head and personnel director and successfully completed with a grade of "C" or better. Upon reimbursement, the books shall

become the property of the city. To the extent feasible, the books will be made accessible to employees. The maximum reimbursement for books an employee may receive shall not exceed \$300.00 per fiscal year for full time employees, \$225.00 for regular three-quarter time employees, and \$150.00 for regular one-half time employees. To be reimbursed, the employee must submit a receipt from the college or university for the book purchase and an official transcript of grades.

Section 21. Probationary Period

21.1 Length of Probationary Period

Original and promotional appointments shall be tentative and subject to a probationary period of twelve (12) months actual service except for Police Dispatchers who will be subject to an eighteen (18) month probationary period, but remain eligible to be considered for a salary adjustment after twelve (12) months.

After serving a minimum of six (6) months in a probationary status following promotion, an employee whose performance has been evaluated as exceptional based upon the performance criteria enumerated in Section 6.4 may be removed from probationary status.

21.2 Notification Requirements

A probationary employee shall be notified by the Deputy City Manager/Director of Human Resources forty-five (45) days prior to the expiration date of his/her probationary period.

Within twenty-one (21) days prior to the expiration date of the probationary period, the Department Head shall file with the Deputy City Manager/Director of Human Resources a statement as to whether or not the probationary employee shall be retained in the position.

An employee who is not rejected prior to the completion of the prescribed probationary period shall be deemed to have passed the prescribed probation period automatically subject to the provisions of Section 21.3

21.3 Extension of Probationary Period

If a probationary employee is off work due to a leave of absence, sick leave or disability leave or any combination thereof for a period exceeding thirty (30) consecutive calendar days, said employee's probationary period shall be extended automatically by the length of said leave. The probationary period may be extended by the City Manager for a period not to exceed ninety (90) days, in order to further evaluate the performance of the probationary employee.

21.4 Rejection of Probationary Employee - Original Appointment

The City Manager may terminate a probationary employee during the probationary period upon fifteen (15) days written notice without right of appeal in any manner by the probationary employee.

21.5 Rejection of Probationary Employee - Promotional Appointment

Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period shall be reinstated to a position in the class from which he/she was promoted and at the rate of pay the employee would have received had he/she remained in the former class.

Section 22. Promotion

Promotional or open-promotional examinations may be conducted whenever in the opinion of the Personnel Officer the needs of the service require. Only employees who meet the requirements set forth in the examination announcements may compete in promotional examinations.

Insofar as consistent with the best interests of the service all vacancies in the competitive service shall be filled by promotion from within the competitive service after a promotional examination has been given and a promotional list established.

Upon the establishment of a ranked eligibility list, the names of the persons having the highest five (5) scores on the list shall be submitted to the department head for his/her consideration. Should an eligibility list be established based upon the banding of test scores, the names of the persons by band shall be submitted to the department head for his/her consideration.

When the needs of the service so require, an employee meeting the minimum qualifications may be temporarily promoted to an authorized position on an "acting" basis. While serving in the position the employee temporarily promoted shall be paid the minimum rate of pay for the classification except that said rate of pay shall be no less than five percent (5%) above the employee's normal rate of pay.

If, in the opinion of the Deputy City Manager/Director of Human Resources, a vacancy in the position could be filled better by an open-competitive examination instead of promotional examination, he/she shall arrange an open-competitive employee list consistent with the Personnel Rules.

Section 23. Temporary Assignment

A Department Head or his/her designee may temporarily assign an employee to a higher classification for a period not to exceed ninety (90) days. Employees so assigned shall receive additional compensation ranging between five (5%) to ten (10%) percent of their hourly wage for hours worked beginning with the first (1st) work day, for assignments lasting five (5) or more working days. The Deputy City Manager/Director of Human Resources and the employee shall be notified in writing of said assignments.

In determining the additional pay percentage for the temporary assignment, the Department Head will give consideration to: the difference between the employee's current salary and the range into which they are placed during temporary assignment, the skill set of the employee compared with the requirements of the temporary assignment, the duration of the assignment, the criticality of the position and how important the continuity of the duties are to the operations of the City, other staffing availability to perform some of the assignments normally performed by the temporarily vacant position and other job-related factors when necessary to make decisions that are reasonable and supportable.

The Department Head will use discretion and judgment in assigning employees to temporary assignment, balancing the need for development and experience with the needs of the operation. When there are multiple qualified employees who could potentially fill the temporary assignment, equal rotation will be considered to provide opportunity for experience.

Section 24. Transfer

An employee may be transferred by the Appointing Authority to a comparable position. For purposes of this section comparable position is one with the same maximum salary, involving the performance of similar duties and requiring substantially the same minimum qualifications.

If the transfer involves a change from one department to another both Department Heads must consent thereto unless the City Manager orders the transfer for purposes of economy and efficiency. Transfer shall not be used to effect discipline or a promotion or advancement.

The PCEA shall be notified prior to any transfer as detailed in this Section.

Section 25. Resignation, Reinstatement and Layoff

25.1 Voluntary Resignation

An employee may resign in good standing by submitting a written resignation to his/her Department Head with a copy to the Deputy City Manager/Director of Human Resources. The written resignation shall state the reasons for the resignation and be submitted to the Department Head and Deputy City Manager/Director of Human Resources at least two (2) weeks prior to the effective date of the resignation.

A statement as to the resigned employee's performance shall be forwarded to the Deputy City Manager/Director of Human Resources by the Department Head.

25.2 Reinstatement

With the approval of the Deputy City Manager/Director of Human Resources, a permanent or probationary employee who has resigned in good standing may be reinstated within two (2) years, of the effective date of resignation, to a vacant position in the same or comparable class. Upon reinstatement, the employee, for all purposes, shall be considered as though he/she received a new appointment.

25.3 Layoff

The Appointing Authority may layoff an employee in the competitive service because of material changes in duties, organization, shortage of work or funds, or because of disability as specified in Section 29.

The employee and the PCEA shall be notified at least sixteen (16) weeks prior to the effective date of layoff. If such notice is impractical, the employee and the PCEA shall be notified at the earliest possible time prior to the effective date of the layoff. The notification shall be in writing and set forth the reasons for the layoff.

25.4 Order of Layoff

Layoffs shall be by position classification. In effecting layoffs, employees with the least length of service in the position classifications affected shall be laid off first.

25.5 Length of Service

Length of service shall be full time service in the classification in either a regular or probationary status. When two or more employees in a classification have the same length of service, seniority shall then be determined by length of full time service with the City in a regular or probationary status, then by length of part time service in a regular or probationary status in the classification in which the

layoff is taking place, and finally by length of part-time service with the City in a regular or probationary status.

25.6 Bumping

Employees scheduled to be laid off may bump the least senior employee in the next lower paying classification of like work who has less seniority. Employees must declare their intention to exercise this right in writing prior to layoff, otherwise, this right shall automatically terminate. To bump successfully, the employee must be qualified, trained, and capable of performing all work of the new classification.

25.7 Re-employment Following Layoff

The names of permanent employees laid off shall be placed on a re-employment list in the order of total continuous accumulative time served in probationary and regular status or, if laid off at different times, in the reverse order in which they were laid off. Such names shall remain thereon for a period of one year unless such persons are sooner re-employed. A name on the list may be extended for a maximum of one additional year upon the request of the laid off employee and the approval of the Appointing Authority. The names of probationary employees shall be placed on said re-employment list only if they were laid off in good standing.

Section 26. Discipline

26.1 Disciplinary Action

The continued employment of every employee shall be during good behavior and rendering of efficient service. An employee is subject to disciplinary action and may be discharged, suspended, demoted for cause, or placed on probation as provided in Section 21 and such disciplinary action shall be subject to appeal as set forth in Section 27.2(2). Any employee discharged, suspended or demoted for cause shall be furnished the reason for his/her discharge, and the period of duration in writing.

An employee suspended from the City service shall forfeit all rights, privileges and salary or other fringe benefits while on such suspension.

26.2 Causes for Dismissal, Suspension, Demotion or Placement on Probationary Period

The following, among others, are causes which, if shown to the satisfaction of the City Manager to be related to work performance, are sufficient for disciplinary action:

- (1) Absence without leave, or failure to report to work after a leave of absence has expired, or after such leave of absence has been disapproved or revoked.
- (2) Conviction of a felony criminal offense. Conviction shall mean a termination of criminal proceedings adverse to the employee upon a verdict, by plea of guilty, upon a judgment against the employee, or upon a plea of nolo contendere, without regard to subsequent disposition of the case by suspension or sentence, probation, or otherwise.
- (3) Repeated garnishments.
- (4) Excessive use of sick leave, or a patterned use of sick leave on a recurring basis.
- (5) Frequent or excessive tardiness, or absence from work, or from an employee's work area.
- (6) Dishonesty.
- (7) Unsatisfactory work performance.
- (8) Through misconduct, causing damage to public property or waste of public supplies.
- (9) At the time of employment, having concealed or misrepresented facts in his/her application for employment.
- (10) Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.
- (11) Disrespectful or discourteous conduct toward a City officer or official, another employee, or a member of the public while representing the City.
- (12) Violation of any of the provisions of the City Ordinances or Resolutions relating to the conduct of City officers and employees, or established work rule(s).
- (13) Failure to submit to a medical examination or failure to appear at the designated time and place for such examination.
- (14) Violation of CORI Regulations.
- (15) Use of City equipment, supplies or identification (e.g. badges) for any reason other than for official City business.

Section 27. Grievances

27.1 A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

27.2 Grievances shall be processed in the following manner:

- (1) Within thirty (30) calendar days after the occurrence of an event giving rise to a grievance, an employee may request a meeting to discuss the grievance with such management official as the employee's Department Head may designate. Such request shall be made in writing to the Department Head.
- (2) If the grievance remains unresolved, the written grievance may be filed with the Department Head who shall investigate the grievance and render a decision within fourteen (14) calendar days from the date the grievance is received.
- (3) Within fourteen (14) calendar days from receipt of the Department Head's decision in Step 2 above, the employee or official of the Association may notify the Deputy City Manager/Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance, citing the specific section of this Memorandum of Understanding he/she believes to have been violated, and, if possible, the nature of the determination desired. The Deputy City Manager/Director of Human Resources shall have fourteen (14) days from receipt of notification in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under paragraph (4) below, which has not first been filed and investigated in accordance with this paragraph (3).
- (4) If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, the employee shall, within fourteen (14) days of receipt of the decision of the Deputy City Manager/Director of Human Resources, submit such grievance to the City Manager for consideration by a Review Board. The Review Board shall be comprised of two (2) members of the Association and two (2) City management representatives appointed by the City Manager.

The Review Board shall be convened within twenty-one (21) calendar days from the day the grievance was submitted to said Board. The Board shall render its findings and recommendations in writing to the City Manager within fourteen (14) calendar days from the date it completed its review of the grievance.

- (5) The City Manager shall within fourteen (14) calendar days of receipt of the Review Board's written findings and recommendations review the findings and recommendations and render a written decision on the grievance.
 - (6) The Association may appeal the decision of the City Manager by requesting that the grievance be referred to an impartial arbitrator. The Association's decision to refer the grievance to arbitration shall be made within fourteen (14) days of the notification of the City Manager's decision. The arbitrator shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and court reporter shall be shared equally between the City and the Association. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
 - 7) Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Ordinance Code and Resolutions of the City.
- 27.3** The time limits previously set forth shall be considered maximums and every effort shall be made to expedite the process. The limits specified may, however, be extended by mutual agreement of the parties.
- 27.4** No Review Board and no arbitrator shall entertain, or hear, any dispute unless such dispute involves a position in the unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Subsection 27.1.
- 27.5** Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Review Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment.
- 27.6** No grievance involving demotion, reduction in pay, suspension, dismissal of an employee will be entertained unless it is filed in writing with the Deputy City Manager/Director of Human Resources within seven (7) working days of the time at which the affected employee was notified of such action.
- 27.7** If the Deputy City Manager/Director of Human Resources in pursuance of the procedures outlined in subsection 27.2(3) above, resolves any grievance which involves suspension or discharge, the Deputy City Manager/Director of Human Resources may agree to payment for lost time or to reinstatement with or without payment for lost time.

- 27.8** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Deputy City Manager/Director of Human Resources. Only complaints which allege that employees are not being compensated in accordance with the provision of this Memorandum of Understanding shall be considered as grievances. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed. 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.
- 27.9** No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder), will be recognized unless agreed to by the City Manager and the Association.
- 27.10** The Association, its members, and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike against the City of Pleasanton. The Association, its members, and representatives, further agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) to perform customary duties. Further neither the Association nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of employees not covered by the Memorandum of Understanding.
- 27.11** (1) The provisions of this Section shall not abridge any right to which an employee may be entitled under the City Ordinance and Resolutions, nor shall it be administered in a manner which would abrogate any power which may be within the sole province and discretion of the City Council.
- (2) All grievances of employees in bargaining units represented by the Association shall be processed under this section.

Section 28. Medical Examination

In the event the Department Head or the City Manager determines there is a necessity for a medical examination, the employee shall submit to such medical examination any time during such employee's employment. Such examination shall be given by a physician selected by the City and the full cost of such medical examination shall be borne by the City as shall any additional medical examination required by the City. Medical examinations required under this section shall be scheduled to the extent possible during the employee's work day.

Consistent with the above procedures an employee may be required to undergo a psychological examination or evaluation if the physician selected by the City determines such an examination or evaluation is necessary. The employee shall be notified of the reason(s) for the examination or evaluation.

The examining psychologist shall provide the City a narrative report describing his/her conclusions as to the employee's fitness for duty. The specific information gathered by the psychologist upon which his/her conclusions are based shall not be provided to the City. The psychologist's report shall be kept confidential according to the requirements of the state law.

Section 29. Physical or Mental Disability

If an employee has a physical or mental disability which permanently or chronically disables the employee from the proper performance of the duties of the employee's classification and if the City is unable to reasonably accommodate the employee, the employee shall be laid off and the employee's name placed on a re-employment list for a period of twelve months in accordance with Section 25.7. If during the twelve (12) month period, the employee, based upon competent medical evidence, is able to resume the proper performance of the duties of the employee's former classification, the City shall offer to re-employ the employee in a vacant position occurring within said classification during the twelve (12) month period. Should the employee refuse the offer of re-employment, or should the twelve (12) month period expire, the employee's name shall be removed from the re-employment list.

Section 30. Outside Employment

Employees who plan to participate in any gainful occupation other than the city service during off-duty time must secure written permission to do so from the Department Head. The City will issue a memo to remind employees that approval is necessary on an annual basis to facilitate compliance throughout the organization. The City retains the right to refuse permission to any employee for such outside employment whenever it appears to the City that such outside employment would materially interfere with the proper performance of the City's service for which the employee has been hired, or that such outside employment may place the employee in a position of conflict with the City.

In the event of illness or injury incurred by members so employed or arising out of such employment, the City will in no way be responsible for compensation or any other benefits.

Use of City equipment or City identification by signs, insignia, or dress is permitted only while working for the City.

Section 31. Payroll Deduction Disability Plan

The City agrees to make payroll deductions for the purpose of permitting employees to participate on their own in a short term disability.

Section 32. Meals

Any employee required to work twelve (12) consecutive hours or beyond in a given work duty period without the opportunity for a dinner meal break shall be provided a meal by the City.

Section 33. Modified Duty

The City may return an employee to modified duty on a temporary basis provided that a physician's release to return to modified duty has been issued, the Department Head and/or division chief has determined that suitable modified duty exists, and that the employee can perform said work safely and not impede his/her convalescence.

Section 34. Americans With Disabilities Act

The City and the Association recognize that the City 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 City 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 Memorandum of Understanding, the Association will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

Section 35. Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Section 36. Past Practices and Existing Memorandum of Understanding

- 36.1** Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- 36.2** This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the PCEA.
- 36.3** This Memorandum of Understanding represents a complete and final understanding and agreement on all issues negotiated between the city representatives and the Association's representatives.

Section 37. Miscellaneous

37.1 Printing of MOUs

The City shall print 200 copies of this Memorandum of Understanding in booklet form. The City and the PCEA shall share the cost of the printing.

37.2 Exercise Facilities

All PCEA members shall have access to exercise facilities located in the City Police and Fire Departments on an availability basis. The City shall provide exercise facilities at the City Operations Service Center. Employees agree to sign a hold harmless waiver prior to utilizing any City exercise facilities. PCEA members shall have access to City sports facilities on the fee and availability schedule established for City residents.

Consistent with State law, employees from departments other than Police requesting access to the exercise facility located in the Police Department will be required to undergo a comprehensive background investigation prior to receiving approval from the Police Chief to use this facility.

37.3 Temporary Employee Practices

If anticipated changes to the City's temporary employment policy affects PCEA bargaining unit work, the City will discuss said policy changes with representatives of the PCEA.

37.4 Flexible Spending Accounts

The City shall implement a flexible spending account for PCEA employees in accordance with the provisions of IRS Code 125, no later than July 1, 1997. Expenses included in the program shall include eligible child care and medical expenses. Any monthly administrative fee charged by the plan administrator shall be paid by the participating employee.

37.5 Commercial Drivers License

Employees required to possess commercial drivers licenses will be provided reasonable time off with pay to take medical and drivers examinations required to attain/maintain said license upon the approval of their supervisor. Expenses associated with the required commercial driver's bi-annual medical examination and fees charged by DMV to take the required driver's examination shall be paid by the City.

Made and entered into this _____ day of _____, 2002.

**PLEASANTON CITY
EMPLOYEES ASSOCIATION**

CITY OF PLEASANTON

EXHIBIT A

PCEA Survey Agencies

**Antioch
Concord
Fremont
Hayward
Livermore
Milpitas
San Leandro
Union City
Walnut Creek**

ADDENDUM A

Effective January 8, 2000, a supplemental agreement was reached between the City of Pleasanton and the Pleasanton City Employees Association regarding alternative work hours for the Community Service Officers assigned to the patrol division and Civilian Investigators assigned to investigations in the Police Department.

In order to align certain employees' workweeks with those of the larger groups to which they are assigned, the police chief may place Community Service Officers assigned to the patrol division and Civilian Investigators assigned to investigations on alternative workweeks section on alternative workweeks (e.g. Four-10, Five-9, etc.). However, should an employee prefer to remain on a conventional Five-8 workweek, an employee may do so with the concurrence of the Police Chief.

ADDENDUM B

The City has agreed to work with the PCEA Board on the following item as a result of negotiations for the 2000-2003 Memorandum of Understanding:

The City and PCEA have agreed to establish a 'Continuous Improvement Committee' to discuss ongoing labor and management issues. The Committee will consist of PCEA and City representatives and may involve subject matter experts as needed. Specific project priorities and timelines will be jointly established by the committee.

Issues to be discussed in this setting may include but are not limited to those listed below. Inclusion in the list of potential topics does not guarantee a specific outcome to the discussions, nor create an obligation on the City's part to grant the specific item listed:

- a. Explore the process necessary to achieve temporary service buyback in situations where City's records are not adequate.
- b. Explore educational incentive issues.
- c. Explore incentive payments for bilingual skills.
- d. Explore the availability of required classes during work hours.
- e. Explore holiday issues affecting individuals on 4/10 schedules.
- f. Explore income replacement programs, including short and long-term disability insurances, State Disability Insurance and the relationship to sick leave and catastrophic leave.
- g. Explore implementation of a Modified Duty Program.
- h. Explore implementation of an Ergonomics Policy.