



CITY OF PLEASANTON

And

AFSCME LOCAL 955
(Pleasanton City Employees Association)

MEMORANDUM OF UNDERSTANDING

April 1, 2013 – March 31, 2016

AFSCME Local 955 MOU

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MEMORANDUM OF UNDERSTANDING

Pleasanton City Employees Association, AFSCME, Local 955, AFL-CIO, 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 April 1, 2013 and ending March 31, 2016.

Section 1. Recognition

Pleasanton City Employees Association, AFSCME, Local 955, AFL-CIO, hereinafter referred to as the "PCEA/AFSCME LOCAL 955," the Union, 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. Union Security/Agency Shop/Dues Deduction

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/AFSCME LOCAL 955. The amount so deducted shall be remitted by the City to the officer designated in writing by the President of the PCEA/AFSCME LOCAL 955 as the person authorized to receive such funds.

The President of the PCEA/AFSCME LOCAL 955 shall notify the City Manager in writing as to the amount of such dues uniformly required of all members of the PCEA/AFSCME LOCAL 955.

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/AFSCME LOCAL 955 dues. In addition, in order to

meet certain accounting deadlines, all payroll changes connected with the deduction of said PCEA/AFSCME LOCAL 955 dues must be made by the fifteenth (15th) of the preceding month.

The PCEA/AFSCME LOCAL 955 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/AFSCME LOCAL 955 shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

The PCEA/AFSCME LOCAL 955 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/AFSCME LOCAL 955 dues as reported to you by the President of PCEA/AFSCME LOCAL 955 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/AFSCME LOCAL 955. This assignment is voluntary.

Signature

2.2 Maintenance of Membership

2.2.1 Maintenance of Membership

All employees in classifications listed in Section 1.0, who are members of the Union, 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 Union shall, as a condition of employment, pay dues to the Union 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 Union shall have the right to withdraw from the Union 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 Union shall not be required to pay dues to the Union.

2.2.2 Agency Shop and Eligibility/Exemptions

All employees in the classifications listed in Appendix B shall, as a condition of continued employment, become members of the PCEA/AFSCME LOCAL 955, or shall pay a service fee equal to the monthly dues of the PCEA/AFSCME LOCAL 955. This agency shop agreement shall continue for as long as PCEA/AFSCME LOCAL 955 remains the exclusive representative of the classifications in the bargaining unit listed in Appendix B.

a. Exemptions:

Any employee who is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay an amount equal to the periodic dues, initiation fees or agency shop fees to a non-religious tax-exempt charity, three such organizations to be mutually agreed upon by the parties.

b. Compliance:

1. An employee in one of the classes included in Appendix B shall (and in the case of a newly hired employee, within thirty (30) calendar days of employment) execute a payroll deduction authorization form furnished by the Union, and thereby become and remain a member in good standing in the Union; or execute a payroll deduction authorization form and thereby pay to the Union a service fee equal to the monthly dues of the Union. In the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, the employee shall pay sums equal to the service fee which is equal to the monthly dues of the Union shall execute a payroll deduction form for contributions to one of the charities identified in the paragraph above.

2. If any employee fails to authorize one of the above deductions within thirty (30) calendar days of hire into a classification covered by this Contract, the City shall deduct a service fee equal to the monthly dues of the Union from the employees' paycheck.

3. The City shall furnish, monthly, a list of all employees appointed within classifications contained in Appendix "B" of this MOU who are subject to the provisions of the agency shop agreement. The City shall furnish a list of all newly hired employees and change in status or representation of employees to the Union's President each pay period. The City shall provide contact information in writing, regarding persons newly hired by the City into a PCEA/AFSCME

LOCAL 955 represented classification, to the designated Union Official within seven (7) workdays of the employees' official date of hire.

c. Union Dues, and Service Fee, or Optimal Union Contribution Deduction Checkoff:

1. During the period PCEA/AFSCME LOCAL 955 remains the exclusive representative of the bargaining units listed in Appendix B and to the extent the laws of the State of California permit and as provided in this Section, the City will deduct one month's current and periodic Union dues or service charge based upon a uniform dues schedule from the pay of each employee who has executed and delivered to the City a deduction authorization form or who has deductions made from salary pursuant to Section b.2.

2. Payroll deductions shall be made only from the pay due employees on the first payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Payroll Deduction Authorization for Membership Dues or Service Charge", and (2) the amount of the monthly membership dues or service charge certified by the President of the Union have been delivered to the City at least thirty (30) calendar days prior to the first payday of the calendar month. If the employee fails to properly execute the "Payroll Deduction Authorization for Membership Dues or Service Charge" within thirty (30) calendar days of hire into a classification covered by this MOU, the City will deduct the monthly membership dues or service charge automatically. Changes in the amount of the monthly membership dues or service charge also must be delivered to the City at least thirty (30) calendar days prior to the first payday of the calendar month before the change will become effective.

3. All sums deducted by the City shall be remitted to the Union at an address given to the City by the Union, once each month by the fifteenth (15th) calendar day following the payday on which the deductions were made, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made.

4. The Union may request the City to provide an optional voluntary Union deduction for members or service fee payers of the Union. Such deduction shall be requested by the member or service fee payer in even dollar amounts. The optional Union deduction shall be made only from the pay due to employees on the first payday of each calendar month. The member or service fee payer may discontinue the optional Union deduction at any time. Such request for optional Union deduction shall be made on "Payroll Deduction Authorization for Optional Union Contribution, PCEA/AFSCME LOCAL 955". The Union and City agree that such optional Union deduction is not subject to the provisions of the agency shop agreement between the Union and City. The Union agrees to refund to the City any amounts paid to it in error.

d. **Hold Harmless**

The City shall not be liable to the Union by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and hold the City harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Section, or in reliance on any list, notice certification or authorization furnished under this Section. The Union agrees to refund to City any amounts paid to it in error.

2.3 Communication with Employees

Any representative of the Union 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 Union and the Department Head may be made, and when made shall continue until revoked.

The Union may designate to the designated Assistant City Manager no more than two representatives to discuss grievances with their members. The Union 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 Union 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 Union may use portions of City bulletin boards under the following conditions:

- (1) All materials must receive the prior approval of the designated Assistant City Manager.
- (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 Union 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 Union, 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 Union 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 Union, 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 orientation. Furthermore, the City shall not discriminate against any employee because of legitimate employee organization activities.

Section 4. Union Representatives

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

Union members who are official representatives of the Union 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) Union members shall be considered official Union representatives for the purposes of this paragraph. On or about January 15 of each year the Union shall submit in writing to the Personnel Director a list of three (3) official Union representatives. The list of official Union representatives may be amended by the Union providing all such amendments are made in writing and submitted to the designated Assistant City Manager.

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

Salary Schedules are attached as Appendix B.

- Effective May 25, 2013, the salary ranges will be increased by two percent (2%).
- Effective first full pay period in December 2013 (December 7, 2013), the salary ranges will be increased by two percent (2%).
- Effective first full pay period in April 2014 (April 12, 2014), the salary ranges shall be increased by one percent (1%).
- Effective first full pay period in April 2015 (April 11, 2015), the salary ranges shall be increased by two percent (2%).

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 Union 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.

7.3 Rest Periods

Employees shall be entitled to take a rest period of fifteen (15) minutes for each half of a full work shift. The City may schedule the time of the rest period to reduce impact on work operations.

Section 8. Overtime

8.1 Overtime Rate

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.

8.2 Call Back

If an employee who has completed his/her regular work day is called back to work thirty (30) minutes after the end of the regularly scheduled shift, 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.

8.3 After Hours Telephone Response

An employee shall be compensated for responding to City phone calls or texts on work related matters from authorized City personnel after normal work hours. For calls that last up to fifteen (15) minutes, the employee shall be paid fifteen (15) minutes pay. For calls that last fifteen (15) to thirty (30) minutes, the employee shall be paid thirty (30) minutes pay. For calls that last longer than thirty (30) minutes, the employee shall be paid for all time worked calculated to the nearest one-tenth (1/10) of an hour.

Employees in the Information Technology Department may be requested to perform work remotely and after regular work hours rather than be called back to work in accordance with Section 8.2. In such cases, said employees will be paid one (1) hour of pay or actual time worked, whichever is greater.

All compensation shall be paid at the appropriate rate.

8.4 Compensatory Time Off (CTO)

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.

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 day in June and on the first pay day 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.

8.5 Bilingual Pay

Effective the first full pay period after July 1, 2014 (July 5, 2014), the City will establish a Bilingual Pay program. The City agrees to pay a premium of fifty dollars (\$50.00) per pay period to employees with bilingual skills, who occupy positions where the City has determined said skills are necessary or desired to serve the Pleasanton community.

Qualifying languages for bilingual assignment include:

- Spanish
- Mandarin
- Any foreign language as determined by the City
- American Sign Language (ASL)

Upon written recommendation of the Department Head, Human Resources may approve a bilingual assignment once the employee has undergone appropriate testing and been certified as bilingual. The City reserves the right to terminate a bilingual assignment when it is determined that the need for such assignment no longer exists.

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 Utilities Systems Operator I and Utilities Systems Operator II work standby shall be set forth in the job descriptions of such classifications.

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

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

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 Union.

11.2 Floating Holidays

During 2013, seven (7) floating holidays shall be credited to each employee to be observed on a date mutually agreed to by the individual employee and the Department Head or the Department Head's designee. Additionally, each employee shall be credited for an additional three and one-half (3.5) hours of floating holiday for 2013. Effective January 1, 2014, floating holidays shall be reduced to Thirty-two (32) hours per calendar year.

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 and may be taken in less than full day increments.

During 2013, Police Dispatchers and Police Dispatch Supervisors shall be credited with seven (7) days of Paid Time Off (PTO) following the procedures outlined above. Additionally, each employee shall be credited for an additional three and one-half (3.5) hours of Paid Time Off (PTO) for 2013. Effective January 1, 2014, PTO shall be reduced to Thirty-two (32) hours per calendar year.

Persons who become full time employees after January 1 but prior to July 1 of any calendar year, shall be credited with two (2) floating holidays/Paid Time Off subject to the scheduling, approval and observance processes outlined above.

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 seven (7), 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, seven

(7), 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 in December, and the second installment paid on the first pay day in June. 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

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

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 as follows:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
First through fourth	3.334
Fifth through ninth	5.000
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 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 Cap

A. Vacation Cap

The vacation cap is established at four hundred (400) hours. Thereafter, at any time an employee reaches four hundred (400) hours, the employee will cease accruing vacation until such time as the balance falls below the cap. No employee will be allowed to accrue vacation hours above the cap.

In the event an employee has requested to take vacation but been denied or there were other circumstances that prevented the employee from taking vacation, the employee may submit a written request to the City Manager, or designated Assistant City Manager, for special consideration.

12.5 Vacation Bank

Effective July 1, 2011, accrued vacation in excess of four hundred (400) hours was placed in a separate Vacation Bank for each affected employee. Employees shall be entitled to use or sell the hours in the Bank for vacation or for extended leave in the same manner as regular vacation hours. The hours shall be paid out at the pay rate of the employee when utilized. No additional hours will be added to this separate account.

12.6 Vacation Sell Back

Employees may request to sell back up to one hundred twenty (120) hours of accrued vacation in each calendar year. Employees may sell accrued time in one (1) hour increments with a minimum of eight (8) hours on the first pay day in June and December of each year.

12.7 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 cannot take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.

12.8 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 shall accrue sick leave at the rate of eight (8.0) hours for each month of service.

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 or disability of members of his/her immediate family. A maximum of eighty (80) hours per year of family sick leave may be used for this purpose. The

immediate family shall consist of the spouse, domestic partner, children, children of a domestic partner, parents, brothers, sisters, or other individual whose relationship to the employee is that of a dependent.

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

An employee eligible for temporary disability payments may use accumulated sick leave, compensatory time or vacation 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 designated Assistant City Manager 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 designated Assistant City Manager 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" and the "California State Labor code Section 233 Paid Sick Leave".

14.2 Personal Leave

Any regular or probationary employee may upon written request to his/her Department Head and the designated Assistant City Manager, 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.

Employees may request Personal Leave up to sixteen (16) calendar weeks in length in order to take college courses full-time. For purposes of this section, full-time equals 6.1 or more quarter units if on the quarter system or 6.1 or more semester units in on the semester system. These courses must be approved in advance by the employee's Department Head and the designated Assistant City Manager and taken from an educational institution accredited by one of the Association of Schools and Colleges on the standardized list of Associations established by the Human Resources Department or otherwise already approved through the tuition reimbursement program. Employees are expected to return to work immediately following completion of courses.

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.

The Department Head may grant a regular or probationary employee leave of absence without pay for a period not to exceed one (1) calendar week. Said leaves shall be reported to the designated Assistant City Manager.

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 designated Assistant City Manager, 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.

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 City of Pleasanton Military Leave Policy and in compliance with state and federal law.

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.

14.8 Bereavement Leave

In the event of a death in the immediate family, employees may take up to five (5) days of paid bereavement leave per event. Additionally, employees may utilize other paid leaves, including paid sick leave, to extend bereavement leave, subject to approval of the Department. Sick Leave utilized for bereavement leave shall be tracked separately from Family Sick Leave as provided in 14.1. These hours will not count towards the 40-hour threshold outlined in the Attendance Management Program.

In this context only, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

Section 15. Health and Welfare

15.1 Hospital and Medical Care - Active Employees

A. Contributions

The City will continue to contribute a monthly amount for each employee no greater than the family rate of the lowest cost HMO.

B. Increases in Premiums

Effective July 1, 2011, the City will pay for any increase in the medical plan premiums up to a maximum of 15% of the lowest cost HMO family rate. The difference will be deducted from the employee's paycheck on a pre-tax basis.

In the event that the medical premium increase is less than 15%, the City's sole obligation is to pay the lower percentage increase.

C. Plan Co-Pays

Effective July 1, 2011, the health maintenance organization (HMO) medical plans co-pays shall be ten dollars (\$10) for office visits. The prescription drug co-pays shall be ten dollars (\$10) for generic, fifteen dollars (\$15) for brand and thirty-five dollars (\$35) for non-formulary (the Kaiser HMO provides for a two-tier prescription drug plan). The Preferred Provider Organization (PPO) medical plan co-pays shall be fifteen dollars (\$15)

for office visits. The prescription drug co-pays shall be ten dollars (\$10) for generic, twenty-five (\$25) for brand and thirty-five dollars (\$35) for non-formulary.

D. Changes to Plan Designs

During the term of this Agreement, the City reserves the right to propose changes to the plan designs and co-pay structure in order to reduce costs to the City and employees. Changes to plan design shall be by mutual agreement.

The City agrees to provide up to three (3) health plan options for employees and eligible dependents. At least two options will be HMOs and the other will be a PPO option. For the term of this agreement, the City agrees to continue to offer Kaiser as one of the HMO options.

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 Hospital and Medical Care - Retiree

A. Federal or State Legislation

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

B. Spousal Continuation of Benefits

In the case where the employee eligible for two-party coverage 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. Domestic partners shall be treated in the same manner as spouses for continuation of benefits.

C. Plan Design

Plan Design for Employees Who Retired Before July 1, 2012

Employees who retired before July 1, 2012, retired with the same retiree benefit co-pay and plan design as provided to retirees on June 30, 2011. Employees retired before July 1, 2012 are not subject to the 15% premium cap provisions of Section 15.1.B.

Plan Design for Employees Who Retire On or After July 1, 2012

Employees who retire or on after July 1, 2012, will have the same benefit co-pay and plan design as provided to active employees in accordance with Section 15.1.C and are subject to the 15% premium cap provisions of Section 15.1.B.

D. Vesting Schedule for Employees Hired Before June 1, 2011

1. Service Retirement

For all employees who retire with service from the City of Pleasanton, the City shall pay four percent (4%) for each year of service of the City's contribution toward the monthly premium for employee and one dependent.

2. Disability Retirement

For all employees who retire with disability, the City shall pay a percentage of the City's contribution toward the monthly premium for employee and one dependent in accordance with the schedule set forth below:

Years of Service	City's Contribution
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%

3. City Contributions

The City's contribution for retiree medical is established as the same dollar contribution paid for active employees at the employee plus one rate of the lowest cost HMO early retiree plan.

4. Reimbursement for non-City Plans

In the event that a retiree obtains 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.D, but no more than the amount paid by the retiree. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

5. Benefits for Medicare Eligible Retirees

All retirees eligible for Medicare are required to apply for Medicare benefits. Upon qualifying for and receiving parts A and B of Medicare, the City shall not be obligated to

contribute an amount in excess of the monthly premium for the lowest cost HMO health plan supplement to Medicare for employee and one dependent.

E. Vesting Schedule for Employees Hired After June 1, 2011

1. Service Retirement

For all employees who are hired after June 1, 2011 and retire from service, the City shall provide the following benefit:

For all employees who retire with service from the City of Pleasanton, the City shall pay for each year of service equivalent to four percent (4%) of the City's contribution toward the monthly premium for single coverage.

2. Disability Retirement

For all employees who are hired after June 1, 2011 and retire with disability, the City shall pay a percentage of the City's monthly contribution toward the premium for single coverage in accordance with the schedule set forth below:

Years of Service	City's Contribution
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%

3. City Contributions

The City's contribution for retiree medical is established as the same dollar contribution paid for active employees at the single rate of the lowest cost HMO early retiree plan.

4. Reimbursement for non-City Plans

In the event that a retiree obtains 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.D for the single rate, but no more than the amount paid by the retiree. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

5. Benefits for Medicare Eligible Retirees

Retiree health benefits will cease once the employee becomes Medicare eligible.

6. Retiree Health Savings Account

PCEA/AFSCME and the City will meet within ninety (90) days after adoption of this agreement to review and select a Retiree Health Savings Account (RHSA). For employees hired on or after June 1, 2011 and who successfully pass probation, the City will contribute thirty-five dollars (\$35) per pay period to the RHSA beginning the first pay period after the RHSA has been selected. Additionally, each employee eligible for the City contribution will have twelve dollars (\$12) per pay period deducted pre-tax as an additional employee contribution toward the RHSA. The total contribution to the RHSA will be forty-seven dollars (\$47) per pay period.

15.3 Dental

The City shall contribute an amount necessary to provide dental care benefits for the individual employees and eligible dependents. The City shall provide a lifetime maximum orthodontia coverage of \$2,000 for individual employees and eligible dependents.

- The maximum contribution shall be set at \$145.00 per month.

Should the costs of the dental plan exceed \$145 per month during the term of the Agreement, the City will pay the difference.

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

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. 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

The City offers a short term disability plan that provides a partial salary continuation under the conditions of the plan. Monthly premiums for the short term disability plan will be paid for by the City.

(2) Long-Term Disability

The City offers a Long Term Disability Plan that provides a partial salary continuation under the conditions of the plan. Monthly premiums for the long term disability plan will be paid for by the City.

15.6 Vision Care

During the term of this agreement, the City shall contribute the premium to provide for vision plan family coverage for health participants who are not covered by the medical plan. 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

The City of Pleasanton provides employees 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.

The City shall pay the employee's contribution to the Public Employees' Retirement System (PERS). The amount of said City payment shall equal, but not exceed four percent (4%) of the employee's compensation subject to retirement contributions, and shall be reported to PERS as "special compensation." Employees pay four percent (4%) of the EPMC.

Employees will pay an additional four percent (4%) of EPMC. Effective the second full pay period in May 2013 (May 25, 2013), employees will pay an additional two percent (2%) of EPMC for a total of six percent (6%). Effective the first full pay period in

December 2013 (December 7, 2013), employees will pay an additional two percent (2%) of EPMC for a total of eight percent (8%).

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 \$500 to \$600 per year.

The annual uniform allowance for Property and Evidence Technician, Police Dispatcher, Police Dispatch Supervisor and fire administrative staff shall be increased from \$450 to \$500 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

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

The safety boot allowance is \$170.00 per year. The allowance shall be used for the replacement or repair of required safety boots.

The Operations Services Department employees may receive an additional allowance for replacement of safety boots that need replacement due to wear in order to insure proper protection of the feet.

Section 18. Credit Union

The City shall maintain 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 and shall maintain direct deposit of payroll checks for designated financial institutions.

Section 19. Deferred Compensation Plan

The City shall provide a deferred compensation plan.

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 Union of Schools and Colleges and is in a recognized academic or professional field as determined by the employer's Department Head and the designated Assistant City Manager. Where a degree appears not to be in a recognized academic field the Assistant City Manager shall provide the employee an opportunity to discuss the issue with them before they make their decision. Once made, however, the decision of the designated Assistant City Manager 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 designated Assistant City Manager and are taken from an educational institution accredited by the Western Union 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 East Bay 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

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 designated Assistant City Manager, 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 designated Assistant City Manager 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 Union 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 designated Assistant City Manager. The written resignation shall state the reasons for the resignation and be submitted to the Department Head and designated Assistant City Manager 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 designated Assistant City Manager by the Department Head.

25.2 Reinstatement

With the approval of the designated Assistant City Manager, 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 Union shall be notified at least sixteen (16) weeks prior to the effective date of layoff. If such notice is impractical, the employee and the Union 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 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) Excessive use of sick leave, or a patterned use of sick leave on a recurring basis.
- (4) Frequent or excessive tardiness, or absence from work, or from an employee's work area.
- (5) Dishonesty.
- (6) Unsatisfactory work performance.
- (7) Through misconduct, causing damage to public property or waste of public supplies.
- (8) At the time of employment, having concealed or misrepresented facts in his/her application for employment.
- (9) Insubordination, including refusal to do assigned work or refusal to perform work in the manner described by a supervisor without proper justification.
- (10) Disrespectful or discourteous conduct toward a City officer or official, another employee, or a member of the public while representing the City.

- (11) 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).
- (12) Failure to submit to a medical examination or failure to appear at the designated time and place for such examination.
- (13) Violation of CORI Regulations.
- (14) Use of City equipment, supplies or identification (e.g. badges) for any reason other than for official City business.

26.3 Pre-Disciplinary Notice

Prior to taking disciplinary action to discharge, suspend or demote an employee for reasons specified in 26.2, the City will provide the employee with a “Notice of Proposed Action”.

The “Notice of Proposed Action” shall include notice of what action is proposed to be taken, the reasons for the proposed action, copies of any rules, policy or regulations that may have been violated and documents upon which the City is relying upon as a basis for the proposed action.

Additionally, the notice will include information regarding the appeal process and timelines for responding to the notice. The employee is also entitled to representation during this process.

All written reprimands in an employee’s personnel file will be removed from the file three (3) years after date of issuance at the request of the affected employee. Letters of reprimand not removed after the 3 year period will be disregarded.

26.4 Right to Representation (Weingarten Rights)

Upon the request of the employee, the employee shall have the right to Union representation at meetings with a supervisor or manager when the employee reasonably anticipates that such meetings will involve questioning that may lead to disciplinary action. Such a request is subject to the restrictions of the Weingarten decision.

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.
- (3a) Non Discipline Grievances: Within fourteen (14) calendar days from receipt of the Department Head's decision in Step 2 above, the employee or official of the Union may notify the designated Assistant City Manager 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 designated Assistant City Manager shall have fourteen (14) calendar 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 (3a).
- (3b) Discipline Grievances: Grievances involving demotion, reduction in pay, suspension, dismissal of an employee shall be filed in writing with the designated Assistant City Manager within seven (7) working days of the date the employee was notified of such action. The designated Assistant City Manager shall have fourteen (14) calendar days from receipt of the grievance to investigate the issues, meet with the employee and attempt to reach a satisfactory resolution of the appeal.
- (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) calendar days of receipt of the decision of the designated Assistant City Manager, 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 Union 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 Union may appeal the decision of the City Manager by requesting that the grievance be referred to an impartial arbitrator. The Union's decision to refer the grievance to arbitration shall be made within fourteen (14) calendar days of the notification of the City Manager's decision. The arbitrator shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and court reporter shall be shared equally between the City and the Union. 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 Union 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** If the designated Assistant City Manager in pursuance of the procedures outlined in subsection 27.2(3) above, resolves any grievance which involves suspension or discharge, the designated Assistant City Manager may agree to payment for lost time or to reinstatement with or without payment for lost time.
- 27.7** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the designated Assistant City Manager. 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) working 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.

- 27.8** 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 Union.
- 27.9** The Union, 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 Union, 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 Union 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.

The City agrees that there shall be no lock-out of employees.

- 27.10** (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 Union 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. Meal Pay

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 allowance of seventeen dollars (\$17.00), which shall be paid on the employee's regular pay check.

Section 32. 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. Modified

duty shall be provided in accordance with the City of Pleasanton "Return to Work Opportunity Program".

Section 33. Americans with Disabilities Act

The City and the Union 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 Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the City.

Section 34. 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 35. Past Practices and Existing Memorandum of Understanding

- 35.1 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.
- 35.2 This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.
- 35.3 This Memorandum of Understanding represents a complete and final understanding and agreement on all issues negotiated between the city representatives and the Union's representatives.

Section 36. Miscellaneous

36.1 Printing of MOUs

The City shall print sufficient copies of this Memorandum of Understanding in booklet form for bargaining unit members. The City and the PCEA/AFSCME LOCAL 955 shall share the cost of the printing.

36.2 Exercise Facilities

All employees covered by this Agreement shall have access to exercise facilities located in the City Police Department and Operations Services Center on an availability basis. In

additional, Union members assigned to the Fire Department shall have access to exercise facilities located in the Fire Department facilities when available. Employees agree to sign a hold harmless waiver prior to utilizing any City exercise facilities. Union 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.

36.3 Temporary Employee Practices

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

36.4 Flexible Spending Accounts

The City maintains a flexible spending account for Union employees in accordance with the provisions of IRS Code 125. 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.

36.5 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.

36.6 Reimbursement for Licenses and Certificates

The City shall reimburse employees for all regular fees incurred in obtaining licenses or certificates that are required by the City for the job classification of the employee. Employees shall be granted paid time, including reasonable travel time, to take tests which occur during the employees' regularly scheduled work shift to obtain licenses or certificates that are required by the City for the current job classification of the employee with the exception of a Class "C" Driver's license. Time spent taking tests outside the regularly scheduled work day are not considered as time worked for purposes of calculating overtime.

Additionally, the City may approve reimbursement for employees who take classes and tests to obtain certifications and licenses for higher paid positions in the same classification series such as Utility Operators. The City may also reimburse employees

who may need to retake an exam. Such requests for reimbursements shall be approved in advance of taking the class or taking the test.

Made and entered into this 7th day of August, 2013

AFSCME Local 955

CITY OF PLEASANTON

By:

Brenda Wood
Brenda Wood

By:

Nelson Fialho
Nelson Fialho

Alda Nash
Alda Nash

Julie Yuan-Miu
Julie Yuan-Miu

Lori Bailey
Lori Bailey

Debra Gill
Debra Gill

Jo Ann Bartlett
Jo Ann Bartlett

Juan Gomez
Juan Gomez

Troy Smith
Troy Smith

August 7, 2013
Date

Daniel MeVey
Daniel MeVey

August 7, 2013
Date

APPENDIX A

Survey Agencies

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

**APPENDIX B
SALARY SCHEDULE**

April 1, 2013

PCEA/AFSCME LOCAL 955 SALARY SCHEDULE - CORT SYSTEM

POSITION	BASIS	A	B	C	D	E
ACCOUNTING ASSISTANT I	MONTHLY	4051	4255	4467	4690	4924
	BI-WEEKLY	1869.60	1963.20	2061.60	2164.80	2272.80
	HOURLY	23.37	24.54	25.77	27.06	28.41
ACCOUNTING ASSISTANT II	MONTHLY	4467	4691	4924	5171	5429
	BI-WEEKLY	2061.60	2164.80	2272.80	2386.40	2505.60
	HOURLY	25.77	27.06	28.41	29.83	31.32
ACCOUNTING ASSISTANT, SR	MONTHLY	4692	4926	5172	5431	5703
	BI-WEEKLY	2165.60	2273.60	2387.20	2506.40	2632.00
	HOURLY	27.07	28.42	29.84	31.33	32.90
ACCOUNTANT, JR	MONTHLY	6375	6695	7029	7381	7750
	BI-WEEKLY	2942.40	3089.60	3244.00	3406.40	3576.80
	HOURLY	36.78	38.62	40.55	42.58	44.71
ACCOUNTANT, SR	MONTHLY	6696	7031	7382	7751	8140
	BI-WEEKLY	3090.40	3244.80	3407.20	3577.60	3756.80
	HOURLY	38.63	40.56	42.59	44.72	46.96
ADMIN. ANALYST	MONTHLY	5838	6129	6436	6758	7096
	BI-WEEKLY	2694.40	2828.80	2970.40	3119.20	3275.20
	HOURLY	33.68	35.36	37.13	38.99	40.94
ADMIN. ASSISTANT	MONTHLY	4657	4890	5134	5391	5661
	BI-WEEKLY	2149.60	2256.80	2369.60	2488.00	2612.80
	HOURLY	26.87	28.21	29.62	31.10	32.66
ANIMAL SERVICES OFFICER	MONTHLY	4730	4966	5214	5474	5748
	BI-WEEKLY	2183.20	2292.00	2406.40	2526.40	2652.80
	HOURLY	27.29	28.65	30.08	31.58	33.16
ANIMAL CONTROL OFFICER, SR	MONTHLY	5001	5250	5512	5788	6077
	BI-WEEKLY	2308.00	2423.20	2544.00	2671.20	2804.80
	HOURLY	28.85	30.29	31.80	33.39	35.06
BUILDING MAINT WORKER I	MONTHLY	4037	4238	4449	4671	4905
	BI-WEEKLY	1863.20	1956.00	2053.60	2156.00	2264.00
	HOURLY	23.29	24.45	25.67	26.95	28.30
BUILDING MAINT WORKER II	MONTHLY	5148	5406	5677	5961	6259
	BI-WEEKLY	2376.00	2495.20	2620.00	2751.20	2888.80

	HOURLY	29.70	31.19	32.75	34.39	36.11
BUILDING INSPECTOR	MONTHLY	6871	7214	7575	7954	8351
	BI-WEEKLY	3171.20	3329.60	3496.00	3671.20	3854.40
	HOURLY	39.64	41.62	43.70	45.89	48.18
BUILDING INSPECTOR, LEAD	MONTHLY	7368	7739	8124	8530	8956
	BI-WEEKLY	3400.80	3571.20	3749.60	3936.80	4133.60
	HOURLY	42.51	44.64	46.87	49.21	51.67
BUILDING INSPECTOR, SR	MONTHLY	8031	8433	8854	9296	9760
	BI-WEEKLY	3706.40	3892.00	4086.40	4290.40	4504.80
	HOURLY	46.33	48.65	51.08	53.63	56.31
BUSINESS LIC COORD	MONTHLY	5015	5266	5529	5807	6096
	BI-WEEKLY	2314.40	2430.40	2552.00	2680.00	2813.60
	HOURLY	28.93	30.38	31.90	33.50	35.17
BUSINESS LICENSE PRGM SPECIALIST	MONTHLY	5781	6070	6373	6692	7027
	BI-WEEKLY	2668.00	2801.60	2941.60	3088.80	3243.20
	HOURLY	33.35	35.02	36.77	38.61	40.54
CENTRAL SVCS ASST	MONTHLY	4040	4243	4455	4677	4911
	BI-WEEKLY	1864.80	1958.40	2056.00	2158.40	2266.40
	HOURLY	23.31	24.48	25.70	26.98	28.33
CENTRAL SERVICES LEAD	MONTHLY	4462	4685	4919	5165	5424
	BI-WEEKLY	2059.20	2162.40	2270.40	2384.00	2503.20
	HOURLY	25.74	27.03	28.38	29.80	31.29
CENTRAL SERV SUPVSR	MONTHLY	5339	5606	5886	6181	6490
	BI-WEEKLY	2464.00	2587.20	2716.80	2852.80	2955.20
	HOURLY	30.80	32.34	33.96	35.66	37.44
CODE ENFORCE OFCR	MONTHLY	5877	6173	6481	6805	7146
	BI-WEEKLY	2712.80	2848.80	2991.20	3140.80	3297.60
	HOURLY	33.91	35.61	37.39	39.26	41.22
CODE ENFORCE OFCR, SR	MONTHLY	6638	6972	7320	7686	8071
	BI-WEEKLY	3064.00	3217.60	3378.40	3547.20	3724.80
	HOURLY	38.30	40.22	42.23	44.34	46.56
COMM SERVICE OFCR	MONTHLY	4730	4966	5214	5474	5748
	BI-WEEKLY	2183.20	2292.00	2406.40	2526.40	2652.80
	HOURLY	27.29	28.65	30.08	31.58	33.16

CRIME ANALYST	MONTHLY	5992	6292	6607	6939	7285
	BI-WEEKLY	2765.60	2904.00	3049.60	3202.40	3362.40
	HOURLY	34.57	36.30	38.12	40.03	42.03
DISASTER PREP/COM ED COORD	MONTHLY	5772	6060	6363	6682	7017
	BI-WEEKLY	2664.00	2796.80	2936.80	3084.00	3238.40
	HOURLY	33.30	34.96	36.71	38.55	40.48
ENGR ASST I	MONTHLY	6635	6966	7315	7680	8065
	BI-WEEKLY	3062.40	3215.20	3376.00	3544.80	3722.40
	HOURLY	38.28	40.19	42.20	44.31	46.53
ENGR ASST II	MONTHLY	7315	7680	8065	8469	8892
	BI-WEEKLY	3376.00	3544.80	3722.40	3908.80	4104.00
	HOURLY	42.20	44.31	46.53	48.86	51.30
ENGR, ASSOC CIVIL	MONTHLY	8065	8469	8892	9337	9804
	BI-WEEKLY	3722.40	3908.80	4104.00	4309.60	4524.80
	HOURLY	46.53	48.86	51.30	53.87	56.56
ENGR, ASSOC UTILITY	MONTHLY	8065	8469	8892	9337	9804
	BI-WEEKLY	3722.40	3908.80	4104.00	4309.60	4524.80
	HOURLY	46.53	48.86	51.30	53.87	56.56
ENGR TECHNICIAN I	MONTHLY	5992	6292	6607	6939	7285
	BI-WEEKLY	2765.60	2904.00	3049.60	3202.40	3362.40
	HOURLY	34.57	36.30	38.12	40.03	42.03
ENGR TECHNICIAN II	MONTHLY	6635	6966	7315	7680	8065
	BI-WEEKLY	3062.40	3215.20	3376.00	3544.80	3722.40
	HOURLY	38.28	40.19	42.20	44.31	46.53
ENGR TECHNICIAN III	MONTHLY	7315	7680	8065	8469	8892
	BI-WEEKLY	3376.00	3544.80	3722.40	3908.80	4104.00
	HOURLY	42.20	44.31	46.53	48.86	51.30
ENGR TECH II, TRAFFIC	MONTHLY	6635	6966	7315	7680	8065
	BI-WEEKLY	3062.40	3215.20	3376.00	3544.80	3722.40
	HOURLY	38.28	40.19	42.20	44.31	46.53
ENGR TECH III, TRAFFIC	MONTHLY	7315	7680	8065	8469	8892
	BI-WEEKLY	3376.00	3544.80	3722.40	3908.80	4104.00
	HOURLY	42.20	44.31	46.53	48.86	51.30
EQUIP MECH	MONTHLY	5576	5855	6148	6455	6777
	BI-WEEKLY	2573.60	2702.40	2837.60	2979.20	3128.00
	HOURLY	32.17	33.78	35.47	37.24	39.10

EQUIP MECH, ASSIST	MONTHLY	4451	4673	4907	5153	5411
	BI-WEEKLY	2054.40	2156.80	2264.80	2378.40	2497.60
	HOURLY	25.68	26.96	28.31	29.73	31.22
EQUIP MECH, LEAD	MONTHLY	6290	6604	6935	7282	7646
	BI-WEEKLY	2903.20	3048.00	3200.80	3360.80	3528.80
	HOURLY	36.29	38.10	40.01	42.01	44.11
FIRE PREVENTION TECH	MONTHLY	5266	5529	5807	6098	6403
	BI-WEEKLY	2430.40	2552.00	2680.00	2814.40	2955.20
	HOURLY	30.38	31.90	33.50	35.18	36.94
GIS COORDINATOR	MONTHLY	8065	8469	8892	9337	9804
	BI-WEEKLY	3722.40	3908.80	4104.00	4309.60	4524.80
	HOURLY	46.53	48.86	51.30	53.87	56.56
GIS TECHNICIAN I	MONTHLY	6037	6339	6656	6989	7339
	BI-WEEKLY	2786.40	2925.60	3072.00	3225.60	3387.20
	HOURLY	34.83	36.57	38.40	40.32	42.34
GIS TECHNICIAN II	MONTHLY	6985	7335	7703	8088	8492
	BI-WEEKLY	3224.00	3385.60	3555.20	3732.80	3919.20
	HOURLY	40.30	42.32	44.44	46.66	48.99
GRAPHICS SPECIALIST	MONTHLY	4657	4890	5134	5391	5661
	BI-WEEKLY	2149.60	2256.80	2369.60	2488.00	2612.80
	HOURLY	26.87	28.21	29.62	31.10	32.66
HOUSING SPECIALIST	MONTHLY	8065	8469	8892	9337	9804
	BI-WEEKLY	3722.40	3908.80	4104.00	4309.60	4524.80
	HOURLY	46.53	48.86	51.30	53.87	56.56
INFORMATION SVCS COORD I	MONTHLY	6037	6339	6656	6989	7339
	BI-WEEKLY	2786.40	2925.60	3072.00	3225.60	3387.20
	HOURLY	34.83	36.57	38.40	40.32	42.34
INFORMATION SVCS COORD II	MONTHLY	6985	7335	7703	8088	8492
	BI-WEEKLY	3224.00	3385.60	3555.20	3732.80	3919.20
	HOURLY	40.30	42.32	44.44	46.66	48.99
LANDSCAPE ARCHITECT	MONTHLY	7604	7984	8382	8802	9242
	BI-WEEKLY	3509.60	3684.80	3868.80	4062.40	4265.60
	HOURLY	43.87	46.06	48.36	50.78	53.32
LANDSCAPE ARCHITECT ASST	MONTHLY	6627	6958	7306	7672	8055
	BI-WEEKLY	3058.40	3211.20	3372.00	3540.80	3717.60
	HOURLY	38.23	40.14	42.15	44.26	46.47

LIBRARIAN	MONTHLY	5422	5692	5977	6275	6588
	BI-WEEKLY	2502.40	2627.20	2758.40	2896.00	3040.80
	HOURLY	31.28	32.84	34.48	36.20	38.01
LIBRARIAN, SR	MONTHLY	6268	6581	6911	7256	7618
	BI-WEEKLY	2892.80	3037.60	3189.60	3348.80	3516.00
	HOURLY	36.16	37.97	39.87	41.86	43.95
LIBRARY ASSISTANT	MONTHLY	4448	4670	4904	5148	5406
	BI-WEEKLY	2052.80	2155.20	2263.20	2376.00	2495.20
	HOURLY	25.66	26.94	28.29	29.70	31.19
LIBRARY CLERK	MONTHLY	3853	4046	4248	4462	4685
	BI-WEEKLY	1778.40	1867.20	1960.80	2059.20	2162.40
	HOURLY	22.23	23.34	24.51	25.74	27.03
LIBRARY CLERK, LEAD	MONTHLY	4238	4449	4671	4905	5150
	BI-WEEKLY	1956.00	2053.60	2156.00	2264.00	2376.80
	HOURLY	24.45	25.67	26.95	28.30	29.71
LIBRARY CLERK, SUPERVISING	MONTHLY	4890	5134	5391	5659	5942
	BI-WEEKLY	2256.80	2369.60	2488.00	2612.00	2742.40
	HOURLY	28.21	29.62	31.10	32.65	34.28
MAINTENANCE ASSISTANT	MONTHLY	3758	3945	4143	4349	4566
	BI-WEEKLY	1734.40	1820.80	1912.00	2007.20	2107.20
	HOURLY	21.68	22.76	23.90	25.09	26.34
OFFICE ASSISTANT	MONTHLY	3855	4047	4250	4463	4687
	BI-WEEKLY	1779.20	1868.00	1961.60	2060.00	2163.20
	HOURLY	22.24	23.35	24.52	25.75	27.04
OFFICE ASSISTANT, SR	MONTHLY	4250	4463	4687	4921	5167
	BI-WEEKLY	1961.60	2060.00	2163.20	2271.20	2384.80
	HOURLY	24.52	25.75	27.04	28.39	29.81
OFFICE MANAGER	MONTHLY	5165	5424	5694	5978	6276
	BI-WEEKLY	2384.00	2503.20	2628.00	2759.20	2896.80
	HOURLY	29.80	31.29	32.85	34.49	36.21
OP SVCS MAINTENANCE WORKER (Steps A-E)	MONTHLY	4040	4243	4455	4678	4912
	BI-WEEKLY	1864.80	1958.40	2056.00	2159.20	2267.20
	HOURLY	23.31	24.48	25.70	26.99	28.34
OP SVCS MAINTENANCE WORKER (Steps F-J)	MONTHLY	5158	5417	5687	5971	6269
	BI-WEEKLY	2380.80	2500.00	2624.80	2756.00	2893.38
	HOURLY	29.76	31.25	32.81	34.45	36.17

OP SVCS MAINT WKR, LEAD	MONTHLY	5814	6105	6410	6731	7067
	BI-WEEKLY	2683.20	2817.60	2958.40	3106.40	3261.60
	HOURLY	33.54	35.22	36.98	38.83	40.77
OP SVCS MAINT SUPERVISOR	MONTHLY	6684	7018	7368	7738	8124
	BI-WEEKLY	3084.80	3239.20	3400.80	3571.20	3749.60
	HOURLY	38.56	40.49	42.51	44.64	46.87
PARATRANSIT SVCS DISPATCHER	MONTHLY	3806	3997	4196	4406	4626
	BI-WEEKLY	1756.80	1844.80	1936.80	2033.60	2135.20
	HOURLY	21.96	23.06	24.21	25.42	26.69
PARK MAINT COORDINATOR	MONTHLY	6256	6568	6895	7240	7602
	BI-WEEKLY	2887.20	3031.20	3182.40	3341.60	3508.80
	HOURLY	36.09	37.89	39.78	41.77	43.86
PARK MAINT WKR I	MONTHLY			4455	4677	
	BI-WEEKLY			2056.00	2158.40	
	HOURLY			25.70	26.98	
PARK MAINT WKR II	MONTHLY	5148	5406	5677	5961	6259
	BI-WEEKLY	2376.00	2495.20	2620.00	2751.20	2888.80
	HOURLY	29.70	31.19	32.75	34.39	36.11
PARK MAINT WKR, LEAD	MONTHLY	5814	6105	6410	6731	7067
	BI-WEEKLY	2683.20	2817.60	2958.40	3106.40	3261.60
	HOURLY	33.54	35.22	36.98	38.83	40.77
PARK MAINT SUPERVISOR	MONTHLY	6684	7018	7368	7738	8124
	BI-WEEKLY	3084.80	3239.20	3400.80	3571.20	3749.60
	HOURLY	38.56	40.49	42.51	44.64	46.87
PARKING ENF OFCR	MONTHLY	3919	4115	4321	4538	4765
	BI-WEEKLY	1808.80	1899.20	1994.40	2094.40	2199.20
	HOURLY	22.61	23.74	24.93	26.18	27.49
PERMITS TECHNICIAN	MONTHLY	5493	5767	6055	6358	6675
	BI-WEEKLY	2535.20	2661.60	2794.40	2934.40	3080.80
	HOURLY	31.69	33.27	34.93	36.68	38.51
PLAN CHECK ENGINEER	MONTHLY	8031	8433	8854	9296	9760
	BI-WEEKLY	3706.40	3892.00	4086.40	4290.40	4504.80
	HOURLY	46.33	48.65	51.08	53.63	56.31
PLAN CHECKER	MONTHLY	7368	7739	8124	8530	8956
	BI-WEEKLY	3400.80	3571.20	3749.60	3936.80	4133.60
	HOURLY	42.51	44.64	46.87	49.21	51.67

PLANNER, ASST	MONTHLY	6635	6966	7315	7680	8065
	BI-WEEKLY	3062.40	3215.20	3376.00	3544.80	3722.40
	HOURLY	38.28	40.19	42.20	44.31	46.53
PLANNER, ASSOC	MONTHLY	7634	8015	8415	8837	9279
	BI-WEEKLY	3523.20	3699.20	3884.00	4078.40	4282.40
	HOURLY	44.04	46.24	48.55	50.98	53.53
PLANNER, ASSOC TRANSPORTATION	MONTHLY	8065	8469	8892	9337	9804
	BI-WEEKLY	3722.40	3908.80	4104.00	4309.60	4524.80
	HOURLY	46.53	48.86	51.30	53.87	56.56
PLANNER, SR	MONTHLY	8207	8618	9050	9502	9977
	BI-WEEKLY	3788.00	3977.60	4176.80	4385.60	4604.80
	HOURLY	47.35	49.72	52.21	54.82	57.56
POLICE DISPATCHER	MONTHLY	5391	5661	5944	6240	6552
	BI-WEEKLY	2488.00	2612.80	2743.20	2880.00	3024.00
	HOURLY	31.10	32.66	34.29	36.00	37.80
POLICE DISPATCH SUPERVISOR	MONTHLY	5762	6049	6351	6668	7001
	BI-WEEKLY	2659.20	2792.00	2931.20	3077.60	3231.20
	HOURLY	33.24	34.90	36.64	38.47	40.39
POLICE RECORDS CLERK	MONTHLY	4337	4553	4781	5020	5271
	BI-WEEKLY	2001.60	2101.60	2206.40	2316.80	2432.80
	HOURLY	25.02	26.27	27.58	28.96	30.41
POLICE INVESTIGATOR II	MONTHLY	5344	5611	5892	6186	6495
	BI-WEEKLY	2466.40	2589.60	2719.20	2855.20	2997.60
	HOURLY	30.83	32.37	33.99	35.69	37.47
PRESCHOOL SPECIALIST	MONTHLY	3999	4198	4408	4628	4859
	BI-WEEKLY	1845.60	1937.60	2034.40	2136.00	2242.40
	HOURLY	23.07	24.22	25.43	26.70	28.03
PROP & EVIDNCE TECH	MONTHLY	4730	4966	5214	5474	5748
	BI-WEEKLY	2183.20	2292.00	2406.40	2526.40	2652.80
	HOURLY	27.29	28.65	30.08	31.58	33.16
PUBLIC WORKS INSP	MONTHLY	6871	7214	7575	7954	8351
	BI-WEEKLY	3171.20	3329.60	3496.00	3671.20	3854.40
	HOURLY	39.64	41.62	43.70	45.89	48.18
PUBL WORKS INSP, LEAD	MONTHLY	7368	7739	8124	8530	8956
	BI-WEEKLY	3400.80	3571.20	3749.60	3936.80	4133.60
	HOURLY	42.51	44.64	46.87	49.21	51.67

RECORDS COORDINATOR	MONTHLY	3666	3850	4042	4245	4456
	BI-WEEKLY	1692.00	1776.80	1865.60	1959.20	2056.80
	HOURLY	21.15	22.21	23.32	24.49	25.71
RECORDS PROGRAM COORD	MONTHLY	4871	5115	5372	5640	5923
	BI-WEEKLY	2248.00	2360.80	2479.20	2603.20	2733.60
	HOURLY	28.10	29.51	30.99	32.54	34.17
RECREATION COORDINATOR	MONTHLY	5046	5299	5564	5841	6133
	BI-WEEKLY	2328.80	2445.60	2568.00	2696.00	2830.40
	HOURLY	29.11	30.57	32.10	33.70	35.38
RECREATION PROGRAM SPECIAL,SR	MONTHLY	3999	4198	4408	4628	4859
	BI-WEEKLY	1845.60	1937.60	2034.40	2136.00	2242.40
	HOURLY	23.07	24.22	25.43	26.70	28.03
RECREATION SUPVR	MONTHLY	5781	6070	6373	6692	7027
	BI-WEEKLY	2668.00	2801.60	2941.60	3088.80	3243.20
	HOURLY	33.35	35.02	36.77	38.61	40.54
SENIOR PLAN CHECKER	MONTHLY	8031	8433	8854	9296	9760
	BI-WEEKLY	3706.40	3892.00	4086.40	4290.40	4504.80
	HOURLY	46.33	48.65	51.08	53.63	56.31
SENIOR TRANSP DRIVER	MONTHLY	3162	3319	3486	3661	3845
	BI-WEEKLY	1459.20	1532.00	1608.80	1689.60	1774.40
	HOURLY	18.24	19.15	20.11	21.12	22.18
SOURCE CONTROL INSPECTOR	MONTHLY	5805	6094	6399	6720	7056
	BI-WEEKLY	2679.20	2812.80	2953.60	3101.60	3256.80
	HOURLY	33.49	35.16	36.92	38.77	40.71
STREET MAINT WORKER I	MONTHLY			4455	4677	
	BI-WEEKLY			2056.00	2158.40	
	HOURLY			25.70	26.98	
STREET MAINT WORKER II	MONTHLY	5148	5406	5677	5961	6259
	BI-WEEKLY	2376.00	2495.20	2620.00	2751.20	2888.80
	HOURLY	29.70	31.19	32.75	34.39	36.11
STREET MAINT WKR, LEAD	MONTHLY	5814	6105	6410	6731	7067
	BI-WEEKLY	2683.20	2817.60	2958.40	3106.40	3261.60
	HOURLY	33.54	35.22	36.98	38.83	40.77
STREETS SUPERVISOR	MONTHLY	6684	7018	7368	7738	8124
	BI-WEEKLY	3084.80	3239.20	3400.80	3571.20	3749.60
	HOURLY	38.56	40.49	42.51	44.64	46.87

SUPPORT SERV LEAD WORKER	MONTHLY	5814	6105	6410	6731	7067
	BI-WEEKLY	2683.20	2817.60	2958.40	3106.40	3261.60
	HOURLY	33.54	35.22	36.98	38.83	40.77
SUPPORT SERVICES SUPERVISOR	MONTHLY	6684	7018	7368	7738	8124
	BI-WEEKLY	3084.80	3239.20	3400.80	3571.20	3749.60
	HOURLY	38.56	40.49	42.51	44.64	46.87
THEATRE TECHNICIAN	MONTHLY	5148	5406	5677	5961	6259
	BI-WEEKLY	2376.00	2495.20	2620.00	2751.20	2888.80
	HOURLY	29.70	31.19	32.75	34.39	36.11
UTILITY ASSISTANT I	MONTHLY	4051	4254	4467	4690	4924
	BI-WEEKLY	1869.60	1963.20	2061.60	2164.80	2272.80
	HOURLY	23.37	24.54	25.77	27.06	28.41
UTILITY ASSISTANT II	MONTHLY	4467	4690	4924	5171	5429
	BI-WEEKLY	2061.60	2164.80	2272.80	2386.40	2505.60
	HOURLY	25.77	27.06	28.41	29.83	31.32
UTILITY ASSISTANT, SR	MONTHLY	4692	4926	5172	5431	5703
	BI-WEEKLY	2165.60	2273.60	2387.20	2506.40	2632.00
	HOURLY	27.07	28.42	29.84	31.33	32.90
UTILITY BILLING ASSISTANT	MONTHLY	4467	4690	4924	5171	5429
	BI-WEEKLY	2061.60	2164.80	2272.80	2386.40	2505.60
	HOURLY	25.77	27.06	28.41	29.83	31.32
UTILITY BILLING SUPERVISOR	MONTHLY	5781	6070	6373	6692	7027
	BI-WEEKLY	2668.00	2801.60	2941.60	3088.80	3243.20
	HOURLY	33.35	35.02	36.77	38.61	40.54
UTILITIES SYS OP I	MONTHLY	4671	4905	5150	5408	5678
	BI-WEEKLY	2156.00	2264.00	2376.80	2496.00	2620.80
	HOURLY	26.95	28.30	29.71	31.20	32.76
UTILITIES SYS OP II	MONTHLY	5613	5893	6188	6498	6822
	BI-WEEKLY	2590.40	2720.00	2856.00	2999.20	3148.80
	HOURLY	32.38	34.00	35.70	37.49	39.36
UTILITIES SYS OPER, LEAD	MONTHLY	6335	6653	6985	7335	7703
	BI-WEEKLY	2924.00	3070.40	3224.00	3385.60	3555.20
	HOURLY	36.55	38.38	40.30	42.32	44.44
UTILITIES SYS OPER, CHIEF	MONTHLY	7400	7769	8157	8564	8993
	BI-WEEKLY	3415.20	3585.60	3764.80	3952.80	4150.40
	HOURLY	42.69	44.82	47.06	49.41	51.88
WATER QUALITY TECH	MONTHLY	6465	6788	7127	7485	7859
	BI-WEEKLY	2984.00	3132.80	3289.60	3454.40	3627.20
	HOURLY	37.30	39.16	41.12	43.18	45.34

Addendum A
Joint Labor Management Meetings

The City and the Union agree to discuss ongoing labor and management issues. The Committee consists of Union and City representatives and may involve subject matter experts as needed.

Meetings will be scheduled every other month or as mutually agreed upon. Agendas will be submitted in advance to the other party.

Issues to be discussed in this setting may include but are not limited to clarification of City practices and benefits; improvement of communications between the parties; budgetary updates; impact of State or Federal legislation and safety issues including joint training suggestions. Specific project priorities and timelines will be jointly established by the committee.

Matters not appropriate for Committee discussion are grievances and disciplinary matters or matters subject to meet and confer pursuant to the Meyers Milias Brown Act.

SIDE LETTER OF AGREEMENT

Between
CITY OF PLEASANTON

And
PCEA/AFSCME

Regarding
ONE TIME PAYMENT

Effective upon final adoption of this Agreement, employees covered by the Memorandum of Understanding shall be issued a one-time payment of two hundred dollars (\$200) less all applicable deductions.

For the City:



Nelson Fialho
City Manager

For PCEA/AFSCME:



Brenda Wood
Business Agent

Date:

August 7, 2013



Alda Nash
President

Date:

7/29/2013

