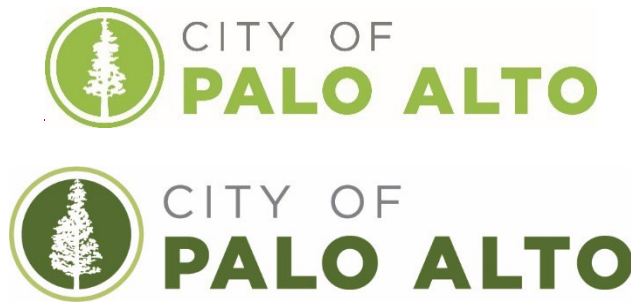


Memorandum of Agreement

City of Palo Alto and
Service Employees International Unit
(SEIU) Local 521

Hourly Employee Unit

~~July 1, 2017 – June 30, 2021~~ July 1, 2023 – June 30, 2025



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MEMORANDUM OF AGREEMENT

City of Palo Alto and Local 521, SEIU HOURLY UNIT

PREAMBLE

This Memorandum of Agreement is entered into by the City of Palo Alto (hereinafter referred to as the City) and Local 521 Service Employees International Union (hereinafter referred to as the Union). Employee, for the purposes of this Memorandum of Agreement, shall mean an employee assigned to a classification within the SEIU Hourly unit. This Memorandum of Agreement is pursuant and subject to Sections 3500 et, seq. of the Government Code of the State of California and Chapter 12 of the City of Palo Alto Merit Rules and Regulations.

ARTICLE I – RECOGNITION

Section 1. Pursuant to Sections 3500 et. seq. of the Government Code of the State of California and Chapter 12 of the City of Palo Alto Merit System Rules and Regulations, the City recognizes the Union as the exclusive representative of a representation unit consisting of hourly employees who are regularly scheduled and who work a minimum of four hundred sixteen (416) hours per fiscal year. This does include PERS exempt employees. This does not include on call employees without regular schedules and who are hired to work occasionally for special projects. This does not include employees employed primarily to work seasonal or recreational programs and who may work intermittently outside their recreational season.

This unit shall for purposes of identification be titled the SEIU Hourly ~~unit~~ Unit, and includes employees in the classifications listed in Appendix A attached.

The City shall notify the Union in writing of the development of a new hourly classification and upon request will meet and confer regarding inclusion of the classification in the SEIU ~~hourly~~ Hourly unit Unit.

The parties agree that hourly employees are considered to be in the bargaining unit while that employee is employed by the City of Palo Alto, when they work (including all paid hours) 416 hours or more within a fiscal year.

Any Limited Hourly employee that accumulates 416 hours worked or more within a fiscal year, shall be converted to the SEIU 521 Hourly Unit by the City of Palo Alto.

Upon conversion of an eligible hourly employee from the Limited Hourly status to the SEIU 521 Hourly Unit status, all wages and benefits due the employee will be paid and provided to the employee. All current and retroactive wages and/or benefits shall be back dated to their eligibility date of their status and recognition, as a SEIU 521 Hourly Unit employee.

Section 2. No Discrimination. The City and Union agree that no person employed by or applying for employment hereto shall be discriminated against because of race, religion, creed, political affiliation, color, national origin, ancestry, union activity, age, disability, sexual orientation, or gender.

The City and the Union agree to protect the rights of all employees to exercise their free choice to join the Union and to abide by the express provisions of applicable State and local laws.

ARTICLE II - UNION SECURITY

Section 1. Notice. When a person is hired in a job covered in Article I, the City shall notify that person that the Union is the recognized bargaining representative for the employee and give the employee a current copy of the Memorandum of Agreement.

When a group employee orientation is held for new employees of the bargaining unit, a Union Representative may make a presentation to such bargaining unit employees for the purpose of explaining matters of representation. New employees shall be required to attend orientation. The Director of Human Resources may make an exception if extraordinary circumstances interfere with the employee's ability to attend. If the Director grants an exception, the employee and Union shall be granted a thirty (30) minute presentation at the employee's report location for union orientation.

~~Section 2. Agency Shop Payroll Deductions.~~

~~Every employee in the bargaining unit covered by this Memorandum of Agreement shall: (1) remain a member in good standing of the Union; or (2) pay to the Union an Agency fee, at a rate specified by the Union; or, (3) in the case of an employee who certifies that he/she is a member of a recognized religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, pay a charity fee, equal to Union membership dues, to a non-religious, non-labor charitable fund exempt from taxation under Section 501. (c)(3) of the Internal Revenue Code, chosen from one of the following three charitable organizations agreed to by the City and the Union (or any successor organization(s) agreed to by the City and the Union);~~

~~United Way of California
Community Health Charities
Environmental Federation of California~~

~~Union members may declare their intention to terminate Union membership by certified letter, return receipt requested, to the Director of Human Resources and the Union. In order to be effective, the notice must be filed during the 30-day period between 60 and 90 days prior to expiration of the Memorandum of Agreement.~~

~~The Employer shall accept authorization(s) of dues deduction, Union membership, and COPE deduction that bear a hand-written signature or a web-based/online signature authorization acceptable to the Union and allowable under the state and federal law.~~

~~Employees who are newly hired into or who join the bargaining unit shall elect one of the above payment deduction options by completing and submitting the Employee Election form within thirty (30) calendar days of being hired into a classification covered by this MOA.~~

~~To qualify for deduction of the Charity Fee, the employee must certify to the Union and City that he/she is a member of a bona fide religious body or sect that has historically held conscientious objection to joining or financially supporting employee organizations. The employee is required to submit to the City and the Union a notarized letter signed by an official of the bona fide religion, body, or sect certifying that person's membership.~~

~~Upon request, the City shall provide to the Union a report of payments made by employees that qualify for the Charity Fee option in this subsection.~~

~~The deductions in this Section shall not apply during any period where an employee is in an unpaid status.~~

~~Involuntary Agency Fees Deduction Process: The City shall deduct an Agency Fee at a rate specified by the Union from the salary of each bargaining unit member who has not authorized a dues deduction, Agency fee deduction or charity fee in writing within the time stated in this Section above. The Union certifies that it has consulted with knowledgeable legal counsel and has thereby determined that this involuntary Agency fee deduction process satisfies all constitutional and statutory requirements.~~

~~Agency shop may be rescinded only in accordance with the provision of state law.~~

~~Indemnification, Defense and Hold Harmless: Union agrees to indemnify and hold harmless the City and all officials, employees, and agents acting on its behalf, from any and all claims, actions, damages, costs, or expenses including all attorney's fees and costs~~

~~of defense in actions against the City, its officials, employees or agents as a result of actions taken or not taken by the City pursuant to the Agency Shop Arrangement.~~

~~Sign-up forms for deduction of union dues, Agency fees and charity fees shall be provided by the Union.~~

~~The parties agree to work out administrative procedures when an employee is in non-pay status. Dues will not be deducted when circumstances result in a negative paycheck.~~

Section 23. Documentation. The City shall supply the Union with the information described under subsections (a) and (b) of this Section:

- (a) The City will provide SEIU, when available, with the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire.
- (b) The City will provide SEIU with the list, enumerated above, of all information for all employees in the bargaining unit at least every 120 days unless more frequent.
- (c) The City shall supply the Union with the documentation required by California Assembly Bill 119.
- (d) The Union shall supply the City, and as applicable, the employees, with the documentation required by Government Code Section 3502.5(f).

Section 34. Payroll Deduction.

- (a) The City shall deduct Union membership dues, ~~service fees, charity fees,~~ and any other mutually agreed upon payroll deduction, which may include voluntary COPE (Committee On Political Education), at the check-off area, from the bi-weekly pay of bargaining unit employees.

The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain all authorizations for dues deductions signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall remit the deducted dues to the Union as soon as possible after deduction.

(b) Indemnification, Defense and Hold Harmless: Union agrees to indemnify and hold harmless the City and all officials, employees, and agents acting on its behalf, from any and all claims, actions, damages, costs, or expenses including all attorney's fees and costs of defense in actions against the City, its officials, employees or agents as a result of actions taken or not taken by the City pursuant to this article.

~~The dues/fees deduction must be authorized in writing by the employee on an authorization form acceptable to the City and the Union, except as provided in Section 2(e) and Section 2(h) above. City shall remit the deducted dues or fees to the Union as soon as possible after deduction.~~

Section 45. Bulletin Boards and Departmental Mail. The Union shall have access to inter-office mail, existing bulletin boards in unit employee work areas, and the existing Union-paid telephone answering device for the purpose of posting, transmitting, or distributing notice or announcements including notices of social events, recreational events, Union membership meetings, results of elections and reports of minutes of Union meetings. Any other material must have prior approval of the Human Resources Office. Action on approval will be taken within 24 hours of submission.

The Union may send email messages only for the purposes set forth above. The IT Department will maintain the SEIU list and keep it current. The Union access to email is based on the following conditions: 1) emails to the SEIU list will be copied to the Human Resource Director at distribution, 2) emails to the SEIU list will only be sent by the SEIU Chapter Chair, Vice Chair, Chief Steward(s) or Secretary, 3) a maximum of 52 emails may be sent per year and a maximum of 12 emails may be sent per year by the SEIU Chapter Secretary.

Section 56. Access to Union Representatives. Representatives of the Union are authorized access to City work locations for the purpose of conducting business within the scope of representation, provided that no disruption of work is involved and the business transacted is other than recruiting of members or collecting of dues, and the Representative must notify the Human Resources Department Office prior to entering the work location.

Section 67. Meeting Places. The Union shall have the right to reserve City meeting and conference rooms for use during lunch periods or other non-working hours. Such meeting places will be made available in conformity with City's regulations and subject to the limitations of prior commitment.

Section 78. Notification to the Union. The Union shall be informed in advance in writing by Management before any proposed changes not covered by this Memorandum of Agreement are made in benefits, working conditions, or other terms and conditions of employment which require meet and confer or meet and consult process.

Section 89. Union Logo. All materials and documents produced on Itek and metal plates, by the City print and reproduction shop, shall carry the Union label on the inside of covers or title pages in accordance with customary printing trades practices.

Section 910. City Council Materials. The City shall make available to the Union in a timely manner copies of all City Council meeting agendas, minutes and schedule of meetings. These materials may be picked up at the City Clerk's Office during business hours.

Section 104. Temporary Agency Reporting. Upon request, the City shall provide to the Union reports by department on the use of agency temporaries filling representation unit vacant positions, or doing work similar to that of representation unit classifications.

Section 112. Job Postings. Job postings for ~~classifications~~ classification positions covered by this Agreement shall include a statement that the position is covered by this Collective Bargaining Agreement and that union dues ~~or agency fees~~ may be required.

Section 123. Contracting Out. The City through the labor management process will keep the Union advised of the status of the budget process, including any formal budget proposal involving the contracting out of SEIU bargaining unit work traditionally performed by bargaining unit members at least thirty (30) days prior to the release of the City Manager's proposed budget.

The City will notify the Union in writing at least ninety (90) days prior to contracting work which has been traditionally performed by bargaining unit members, where such contracting will result in layoff or permanent reduction in hours. Within the ninety (90) day period of contracting out, both parties may offer alternatives to contracting out and meet and confer on the impact of such contracting out of a bargaining unit employee work.

The City will collaborate with the Union regarding the potential result of a layoff of bargaining unit members. The City will provide all available job opportunities within the City of Palo Alto and/or the contracting out agency or entity to the Union. The Union will communicate with impacted bargaining unit members with regards to any interest a member may have in securing another job position, in lieu of a layoff, whenever possible.

The City will notify the Union in writing when contracting out work which has been traditionally performed by bargaining unit workers, where such contracting out is expected to replace a laid off bargaining unit position that has been eliminated within ninety (90) days prior to the date of the planned contract work. When feasible, the City will provide such notice prior to the beginning date of the planned contract work. The City will meet with the Union upon request to discuss alternatives. This provision does not apply to the filling of temporary vacancies of twelve (12) months or less duration.

The City will provide the Union with a biannual list by department of all contract workers or vendors who are contracted by the City who perform work for the City. The City will make a

reasonable effort to identify the names of the vendors on the list and the nature of the work provided by each vendor.

Section 134. New Employee Procedure/Process.

New employees hired and assigned to classifications covered by the SEIU Unit shall be advised by the City that Local 521, Service Employees International Union, is the recognized bargaining representative in said unit. The City agrees to distribute to all new employees in the SEIU Unit a reasonable amount of materials provided by the Union at its expense.

The City will provide to the Union written notice in accordance with California Assembly Bill 119, a list of employees attending the City's new employee orientation that includes each employee's identification number, name, job classification, department, work location (title and address), work phone number (if available in the payroll system), work email address (if available in the payroll system), hire date, and, subject to the individual employee's consent, the employee's home address, personal mobile number, home phone number, and personal home email address.

A representative(s) of the Union shall be permitted to make a thirty (30) minute presentation and present written materials during a portion of the orientation for which attendance is mandatory. No representative(s) of management shall be present. One steward or chapter officer shall be granted release time for this purpose.

ARTICLE III. – STEWARDS

Section 1. Designation. The Union agrees to notify the Director of Human Resources of those individuals designated as Union officers and Stewards who receive and investigate grievances and represent employees before Management. Alternates may be designated to perform Steward functions during the absences or unavailability of the Steward.

Section 2. Release Time. It is agreed that, as long as there is prior notice to the Supervisor with no disruption of work, one (1) Steward shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit employee or employees on grievances or matters within the scope of representation, including:

- (a) A meeting of the Steward and an employee, or employees of that unit related to a grievance.
- (b) A meeting with Management.
- (c) Investigation and preparation of grievances.

Grievances may be transmitted on City time.

All Steward release time shall be reported on ~~time cards~~ **timecards** using Internal Order 80005 or its successor and a short-text notation describing the nature of the release time (e.g. "Steward release time", "bargaining release time", "Labor-Management Committee release time", etc.).

Section 3. Advance Notification and Approval. The Union agrees that the Steward shall give advance notification to his/her supervisor and receive permission before leaving the work location, except in those cases involving emergencies where advance notice cannot be given. Management permission to leave the worksite under this section shall not be unreasonably denied.

Section 4. Timecard Reporting. One Union Steward per affected Department, who is a City employee, shall be allowed a reasonable amount of release time off for purposes of meeting and conferring or meeting and consulting on matters within the scope of representation. All such time will be reported on timecards using Internal Order 80005 or its successor and a short-text notation describing the nature of the release time (e.g. "Steward release time", "bargaining release time", "Labor-Management Committee release time", etc.).

Section 5. Storage of Union materials. Union Stewards may utilize space in assigned desks for storage of Union materials. In the event Stewards are not assigned desks the City will provide locker or other mutually agreeable space for storage of Union materials.

Section 6. Labor/Management Meetings. Two Hourly Unit employees from different divisions shall be allowed a reasonable amount of release time off to participate in monthly Labor/Management Meetings. Such meetings may be included with the Classified Unit's Labor/Management meetings if appropriate. Such time shall be reported using Internal Order 80005 or its successor and a short-text notation describing the nature of the release time (e.g. "Labor-Management Committee release time", etc.).

ARTICLE IV. - REDUCTION IN FORCE

For the purposes of this Section, length of service shall be defined as all straight time hours worked by that employee for the City of Palo Alto.

Section 1. In the event of reductions in force, reductions shall be accomplished whenever possible through attrition.

Section 2. Notice. When the City determines that layoffs are imminent resulting from reduction in force within the representation unit, the City will give the Union such advance notice as is reasonable under the circumstances. The notice will indicate the departments and divisions which will be affected and the circumstances requiring the layoffs. The City will furnish the Union with a current representation unit seniority list with notice of layoff.

Section 3. Seniority and Service Ties. If the work force is reduced within a department, division, or office for reasons of change in duties or organization, abolition of position, shortage of work or funds, or completion of work, employees with the shortest length of service will be laid off first so long as employees retained are fully qualified, trained, and capable of performing remaining work. Length of service for the purpose of this article will be based on current service hire date of record in an hourly classification with no adjustment for leaves of absence. Length of service ties will be determined by lot.

Employees laid off due to the above reasons will be given written notice at least thirty (30) days prior to the reduction in force. A copy of such notice will be given to the Union. Such employees shall be offered priority employment rights to hourly positions which are requisitioned and for which the employees are qualified for a period beginning with notification and ending sixty (60) days following the reduction in force. Employees transferred or reclassified under this section will be assigned to the step in the new classification salary range closest to the employee's salary range at the time of reclassification.

Employees laid off pursuant to this section shall receive the balance of all regular City compensation owed at termination within 72 hours of the date of termination. This does not include any amounts payable as PERS contribution refunds, if any.

Section 4. Bumping Rights. Employees identified for layoff who have seniority (bumping) rights to their current or previously held classification within the representation unit must declare their intention to exercise these rights within seven (7) regularly scheduled working days after written notification of layoff, otherwise bumping rights will automatically terminate. Bumping may occur within the representation unit, only to the least senior incumbent of the current or a previously held classification. To successfully bump, the employee must be qualified, and capable of performing all work in the position bumped. An employee who declares bumping rights may not also claim priority re-employment rights. For purposes of this section of the Agreement, the term "working days" shall mean Mondays through Fridays, exclusive of holidays.

When employees declare their intention to exercise their seniority (bumping) rights, the City will provide the Union with a current list of the least senior incumbents to their current or previously held classification, within five (5) working days from the date employees exercise their seniority (bumping) rights, with the mutual goal to offset a potential lay-off of the impacted employee(s).

Employees who are in jeopardy of being laid off and have waived their right to bump or when there are ~~no positions~~ **positions** that exist within the current or previously held classification for the employees to exercise their right to bump, employees will have priority hiring rights for any vacant budgeted positions within the City. For the purposes of this section, priority hiring is defined as sole consideration by the hiring manager for any position where the employee meets the minimum qualification or through a combination of knowledge and experience can be reasonably assumed to meet the minimum qualifications. No other internal or external

candidates will be considered until a final determination has been made by the hiring manager in ~~regards~~ **regard** to the priority hire. If more than one (1) employee in jeopardy of being laid off exercises their priority hiring status, then all employees with priority hiring status will be considered simultaneously. This section shall not constitute any guarantees to appointment of positions or expansion of bumping rights.

When employees exercise their priority hiring status rights, the City will provide the Union with a current list of all vacant budgeted positions at the City within five (5) working days from the date the employees exercise their priority hire status, with the mutual goal to offset a potential lay-off of the impacted employee(s).

When an employee secures a position with the City through the priority hire process, all reasonable measures will be taken to ensure and support a successful transition into their new position.

Section 5. Re-Employment List. The names of persons laid-off or who through bumping changed classification in accordance with the provisions of this Article shall be entered upon a re-employment list in seniority order. The person with the highest seniority on a division re-employment list for a particular classification when a vacancy exists in that classification in that division shall be offered the appointment. Names shall be carried on a re-employment list for a period of one (1) year from the date of separation from City services or change of classification through bumping. Upon re-employment within the one-year period, the employee's hire date of record at the time of layoff will be reinstated.

Section 6. Reinstatement. Employees laid off pursuant to Section 2 who are reinstated to regular position within sixty days shall retain the sick leave balance they had at the time of layoff.

Section 7. No representation unit employee will be laid off or remain on a re-employment list when intermittent hourly and seasonal hourly employees are performing substantially all the duties of the classification of the hourly employee receiving a layoff notice or on a re-employment list.

ARTICLE V. - PERSONNEL ACTIONS

Section 1. Probationary Period. Each new employee shall serve a probationary period of six (6) months of continuous employment calculated from the employee's date of hire in a covered classification and excluding all periods of leave and light duty assignments. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the acceptable standards of work. At least one written performance appraisal will be given each probationary employee on or before expiration of the probationary period. Normally, this appraisal will be given at the end of six months.

In the event of termination prior to successful completion of the probationary period, such terminated employee shall be given written notice of his/her termination with the reasons for the termination stated therein. The Human Resources Department shall, upon request, afford an interview in a timely fashion to the terminated employee for discussion of the reasons for termination. The employee may, upon request, be accompanied by a Union Representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.

The parties agree that probationary employees shall have all rights under this Memorandum of Agreement, including full and complete access to the grievance procedure, save and except for instances of suspension, demotion or termination.

Section 2. Personnel Evaluations. Personnel evaluations will be given to employees as scheduled by Management. Personnel evaluations are not appealable subject to appeal through the grievance procedure but, in the event of disagreement over content, the employee may request a review of the evaluation with the next higher level of Management, in consultation with the Human Resources Department. For purposes of this review, the employee may be represented by the Union. Decisions regarding evaluation review shall be made in writing within ten (10) working days following the review meeting.

Section 3. Personnel Files. Records of all disciplinary actions shall be kept in the central personnel file. Employees shall be entitled to sign and date all action forms in their personnel files. Employees are entitled to review their personnel files upon written request or to authorize, in writing, review by their Union Representatives. An employee or the Union shall be allowed, upon reasonable request, copies of materials in an employee's personnel file relating to a grievance.

Section 4. Release of Information. The City will only release information to creditors or other persons upon prior identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment and verification and disclosure of salary range information. Release of more specific information may be authorized by the employee in writing.

Section 5. Full Time Opportunities. Full time job opportunities for classifications within the Hourly unit and the Classified unit will be posted for at least ten (10) working days (Monday through Friday) prior to selection.

Outside recruitment may be used for full time openings and may begin at the time of posting, or any time thereafter.

Section 6. Equitable Rotation. In assigning employees to regular schedules or special assignments, transfer, standby, overtime, or time off selection, ability to perform the work, length of service and/or equitable rotation shall determine the assignments.

Section 7. Internal Eligibility. Non-probationary employees in the Hourly Unit are eligible to apply for any posted SEIU Classified Unit promotional employment opportunity. Such participation shall be on the same basis and on the same terms as applies to internal Classified Unit applicants, except as provided otherwise by the terms of the applicable City-SEIU Classified Unit MOA or other applicable agreement between the City and the SEIU Classified Unit. Unless otherwise provided by the City-SEIU Classified Unit MOA or other applicable agreement between the City and the SEIU Classified Unit, the seniority of an Hourly Unit applicant shall be determined by total hours worked divided by two thousand eighty (2080). The parties acknowledge that this paragraph will have effect only upon written agreement between the City and SEIU Classified Unit to permit its application and for the duration of such agreement.

~~Section 8. Work in SEIU Classified Unit Vacancies. An employee in the Hourly bargaining unit may perform the duties of a vacant SEIU Classified bargaining Unit position for up to six months. However, if before the six month period ends the City initiates and remains engaged in an active recruitment and selection process (i.e. such steps as advertising, posting, development of an employment candidate list, and interviews) with the objective of filling the vacancy the City shall be entitled to have the employee in this unit continue to perform the duties until a regular incumbent is hired and commences work. In the absence of an active recruitment, the City's Human Resources Director (or his or her designee) and the Union may agree in writing to extend this period for one or more three month increments. The Union agrees that it shall not unreasonably withhold agreement for reasonable extensions of reasonable duration. Members of this bargaining unit may be employed in vacant Public Safety Dispatcher positions without application of the limitations set forth in this paragraph.~~

ARTICLE VI - PAY

Section 1. Wages. Base wage rates and ranges of covered classifications are set forth in Appendix B (Salary Schedule) of this Memorandum of Agreement and reflect the following increases:

~~-Effective the first full pay period following ratification by the City Council, the salary ranges of all represented classifications will be increased by four percent (4.0%). Effective the first pay period following ratification and adoption of this agreement by the City Council, all base wage rates for the represented classifications set forth in this Agreement shall be increased by three percent (3%).~~

~~-Effective the first full pay period including July 1, 2024, the salary ranges of all represented classifications will be increased by four percent (4.0%). Effective the pay period including July 1,~~

CITY OF PALO ALTO AND SEIU LOCAL 521-HOURLY UNIT

~~July 1, 2017-June 30, 2021~~ July 1, 2023-June 30, 2025

~~2018, base wage rates for the represented classifications set forth in this Agreement shall be increased by two and a half percent (2.5%).~~

~~Effective the pay period including July 1, 2019, base wage rates for the represented classifications set forth in this Agreement shall be increased by two and a half percent (2.5%).~~

~~Effective the pay period including July 1, 2020, base wage rates for the represented classifications set forth in this Agreement shall be increased by two percent (2%).~~

Targeted Adjustments:

For external and internal wage alignment, the salary rates for the pay step level job classifications, shall be increased the first full pay period following adoption by the City Council, as described below:

• 2.5% Wage Increase:

- o Arts and Science Professional (Aide, Technician, I – III) - H
- o Custodial Aide - H
- o Custodial Assistant – H
- o House Manager – H
- o Instructor (Aide, I – III) - H
- o Maintenance Assistant - H
- o Recreation Leader (I – III, Eliminate Aide as a classification) - H
- o Stock Clerk – H
- o Zoological Assistant – H

• 5% Wage Increase:

- o Assistant Park Ranger - H
- o Library Clerk - H
- o Library Page - H
- o Open Space Technician – H

• All of the remaining nine (9) SEIU-H Pay Step Level job classifications not listed above, will receive a 1% wage increase, as described below:

- o Administrative Specialist I - H
- o Administrative Specialist II - H
- o Building Service Person - H
- o Clerical Assistant – H
- o Librarian
- o Print Shop Assistant – H
- o Project Construction Inspector -H
- o Project Specialist – H
- o Technical Specialist – H

The four (4) Minimum to Maximum Pay Range job classifications, will receive a 2.5% wage increase adjustment to the Minimum Pay Range only, the first full pay period following adoption by the City Council, as described below:

- o General Laborer -H
- o Inspector – H
- o Journey Level Laborer – H
- o Staff Specialist – H

Section 2. Step Increases. Hourly employees are to be given a performance review after six months from date of hire and annually thereafter; improvement, efficient and effective service will warrant a salary step increase. Subsequent salary reviews are based on performance appraisals and will depend upon demonstrated satisfactory job performance. If an employee's performance evaluation is delayed past the employee's review date and the reviewing manager determines that the employee's demonstrated job performance warrants the step increase, the increase shall take effect retroactive to the employee's originally scheduled review date.

- (a) City Departments may elect to provide step level increases to a SEIU Hourly employee at any time during their employment with the City. The department may elect a merit step level increase based on an employee's outstanding job performance at any time.
- (b) Employees promoted within the SEIU Hourly classifications shall be placed at the closest wage step to their current hourly rate; this can never result in a loss in pay to the employee.

Section 3. Working Out of Classification. The term 'working out of classification', also referred to as WOC, is defined as a Management authorized assignment to a budgeted Hourly Unit position or a General Unit position on a temporary basis, wherein all significant duties are performed by an individual holding a classification within a lower compensation range.

The WOC position serves as a temporary measure to cover a vacancy in the Hourly Unit or the General Unit for a reasonable short-term timeframe. For any timeline extensions of the WOC position, the City and the Union will communicate via phone or e-mail and/or meet to discuss the status of the WOC extension. The Union agrees that it shall not unreasonably withhold agreement for a reasonable extension of a reasonable duration for any SEIU/City WOC position. The City agrees that it shall provide an ongoing recruitment effort pertaining to the vacant WOC position in a timely and reasonable manner.

Pay for working out of classification shall be as follows:

Employees appointed on a "working out of classification" basis will receive acting pay within the range of the higher classification beginning the first (1st) workday of the assignment.

Pay for working out of classification will be determined by the salary step of the higher

classification which the employee would be compensated, if permanently appointed to that classification.

Employees in the working out of classification position, shall be placed at the closest higher pay step level to their current hourly rate. ~~The term "working out of classification" is defined as a Management authorized assignment to a budgeted Hourly or Classified position on a temporary basis wherein all significant duties are performed by an individual holding a classification within a lower compensation range. Pay for working out of classification shall be as follows:~~

~~Employees appointed to "working out of classification" basis will receive acting pay within the range of the higher classification beginning the sixth (6th) consecutive work day of the assignment.~~

~~Pay for work out of class will be determined by the salary step of the higher classification which the employee would be compensated if permanently appointed to that classification.~~

~~Out-of-classification provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs, or declared conditions of public peril and/or disaster.~~

Section 4. Direct Deposit. Beginning in the first pay period following union ratification and adoption of this Agreement by the City Council, the City shall directly deposit all paychecks for Unit employees in a financial institution of the employee's choice that accepts direct deposits and does not charge the City a fee(s) for direct deposit service. In the event that the employee fails to designate a financial institution for direct deposit of his or her payroll check, the employee shall pick up the check personally in the City's Administrative Services Department office on the next business day following payday at a pickup time designated by Administrative Services.

ARTICLE VII - HOURS OF WORK, OVERTIME

Section 1. Work Week and Work Day. The workweek for hourly employees shall be no greater than forty (40) regularly scheduled hours. An employee will work the hours assigned by the employee's supervisor. Overtime work must be approved by a supervisor prior to being performed.

Section 2. Overtime Work. An employee will receive overtime at the rate of time and one-half for all hours paid after 40 hours in a workweek.

Section 3. Work Shifts. Employees may be assigned to work shifts with scheduled starting and quitting times. For employees assigned to a regular work shift, should conditions necessitate a change in starting and quitting times, the Employee will be notified ten (10) working days in advance and permitted to discuss such changes with the City. The Employee may request the

presence of his/her Union Representative at the meeting with the City. This however, shall not preclude the City's right to effect schedule changes dictated by operational necessity, nor shall this provision apply to day-to-day changes needed to cover short-term unexpected absences. This section does not apply to overtime scheduling.

Section 4. Lunch and Break Periods. Employees will be granted a minimum half hour (1/2 hour) unpaid meal break after five (5) hours of work, unless the entire shift is only six (6) hours, in which case the employer and employee may agree to forgo the meal break. If dictated by the operational needs of a department, and upon agreement by the City and the Union, employees may take an "on duty" lunch period which shall be counted as time worked.

All employees in the bargaining unit will be granted a paid rest period limited to fifteen (15) minutes during each full four (4) hours of work. Departments may make reasonable rules concerning rest period scheduling.

Section 5. Clean-Up Time. All employees whose work causes their person or clothing to become soiled shall be provided with reasonable time before lunch and at shift end for wash-up purposes.

Section 6. Call-Out Pay. Employees not otherwise excluded from receiving overtime pay and who are called out to perform work shall be compensated for at least two hours pay from the time of the call-out for each occurrence at the appropriate overtime rate.

ARTICLE VIII – UNIFORMS

The City will provide uniforms, coveralls or shop coats on a weekly basis, or as otherwise furnished, for the jobs and/or classifications that the City requires such apparel.

Employees required to wear uniforms shall be provided suitable change rooms and lockers where presently provided.

Employee clothing seriously damaged or destroyed in conjunction with an industrial injury will be reasonably replaced by the City. Any other claims alleging City liability may be filed with the City Attorney.

The City shall reimburse employees 75 percent of the cost of job-required safety shoes upon verification of such purchase by the employee.

The City will provide rainy weather protection when and where appropriate.

The City and the Union will work through the Labor Management process to further develop guidelines for providing uniforms and reimbursements.

ARTICLE IX- HOLIDAYS

Section 1. Fixed Holidays:

January 1
Third Monday in January (Martin Luther King Day)
Third Monday in February
Last Monday in May
July 4
First Monday in September
Second Monday in October
Veterans' Day, November 11
Thanksgiving Day
Day after Thanksgiving
December 25
Either December 24 or December 31

- a) Employees who work a regular schedule shall receive holiday pay for the hours they would otherwise be scheduled to work, due to a closure on a Fixed City Holiday.
- b) Employees who work on a holiday that is an employee's regular scheduled workday, will receive time and one half for all hours worked on a holiday in addition to any regular holiday pay, for all hours worked on a holiday.
- c) Employees who work on a holiday that is an employee's non-regular scheduled workday, will receive time and one half for all hours worked on a holiday. Employees will not receive regular holiday pay.
- d) SEIU 521 Hourly Unit employee workdays are defined as Monday-Sunday.
- e) When a City Fixed Holiday falls on a weekend day, the City recognizes the Holiday on the weekday before or the weekday after the City Fixed Holiday.
- f) The following five (5) City Fixed Holidays may fall on weekend days:

January 1, July 4, Veterans' Day-November 11, December 25 and Either December 24 or December 31.
- g) Due to a closure on a City Fixed Holiday that falls on a weekend day, employees who are regularly scheduled to work weekend days and do not work on the weekday before or after the City Fixed Holiday, shall receive holiday pay for the hours they would otherwise be scheduled to work.
- h) Employees who work on a holiday that is an employee's regular scheduled weekend workday that falls on a City Fixed Holiday and do not work on the weekday before or after

the City Fixed Holiday, will receive time and one half for all hours worked on a holiday in addition to any regular holiday pay for all hours worked on the holiday.

- i) Employees who work on a holiday that is an employee's non-regular scheduled weekend workday that falls on a City Fixed Holiday and do not work on the weekday before or after the City Fixed Holiday, will receive time and one half for all hours worked on a holiday. Employees will not receive regular holiday pay.

ARTICLE X- LEAVES

Section 1. Sick Leave and Personal Business Leave

a. Sick Leave

The City shall provide each employee with paid sick leave, earned on the basis of 0.03 hours for each hour paid. Sick leave shall be allowed and used in cases of actual personal sickness or for the care of an immediate family member, including a registered domestic partner, or disability, medical or dental treatment. A maximum of 15 hours per year of sick leave may be used to care for family members, including a registered domestic partner. There will be no pay out of sick leave upon the employee's termination. If an Hourly Unit member is hired into a permanent position in the General Employee bargaining unit, he or she will retain his or her accumulated sick leave balance.

b. Personal Business Leave

Effective January 1, 2015, up to ten (10) hours per year of sick leave may be used as authorized for Personal Business Leave.

~~Sick Leave. The City shall provide each employee with paid sick leave, earned on the basis of 0.03 hours for each hour paid. There will be no pay out of sick leave upon the employee's termination. Sick leave shall be allowed and used in cases of actual personal sickness or for the care of an immediate family member, including a registered domestic partner, or disability, medical or dental treatment. Effective January 1, 2015, up to ten (10) hours per year of sick leave may be used as authorized for personal business. A maximum of 15 hours per year of sick leave may be used to care for family members, including a registered domestic partner. If an Hourly Unit member is hired into a permanent position in the General Employee bargaining unit, he or she will retain his or her accumulated sick leave balance.~~

Section 2. Floating Holiday

Effective January 1, 2024, the SEIU Hourly Unit employees shall be excused with pay for the hours they would otherwise be scheduled to work, for one (1) day within each calendar year, which is mutually agreed to by the employee and their supervisor.

The one (1) floating holiday will be deemed forfeited and have no cash value, if not used each calendar year.

Section 23. Jury Duty

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties for hours that they are regularly scheduled to work consistent with the requirements of the City's Merit System Rules and Regulations.

ARTICLE XI - VOTING TIME

When the employee is unable to vote outside the employee's work hours, time off with pay to vote in any general or direct primary election shall be granted as provided in the State of California Election Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.

ARTICLE XII -WORKERS COMPENSATION

Industrial Temporary Disability.

- (a) While temporarily disabled, employees shall be entitled to use accrued sick leave for the first three (3) days following the date of injury and thereafter shall be paid based upon hourly salary for a period not to exceed fifty-seven (57) calendar days, unless hospitalized, in which case employees shall be paid full base salary for a period not to exceed sixty (60) days from date of injury.
- (b) For any temporary disability continuing beyond the time limits set forth in (a) above, employees shall be paid two-thirds (66 2/3%) of their hourly salary at the time of injury for the duration of such temporary disability in conformance with the State law.
- (c) In case of Subsection (a) above, the employee will continue to accrue sick leave benefits. In the case of Subsection (b), sick leave benefits shall not be accrued.

ARTICLE XIII - BENEFIT PROGRAMS

Section 1. Medical Insurance Plan.

In lieu of providing a medical plan the City provides a medical stipend. This stipend does not apply and will not be payable to employees who are California Public Employee Retirement System annuitants already receiving medical benefits through that system. For the term of this agreement the medical stipend is set at the following amounts:

- ~~• 3% increase or \$0.09 to a total of \$3.24 effective the first full pay period following~~

~~ratification by City Council.~~

- ~~• 3% increase or \$0.10 to a total of \$3.34 effective the pay period including July 1, 2018.~~
- ~~• 2% increase or \$0.07 to a total of \$3.41 effective the pay period including July 1, 2019.~~
- ~~2% increase or \$0.07 to a total of \$3.48 effective the pay period including July 1, 2020.~~

Effective the first full pay period following ratification by City Council, the medical stipend shall be increased by four and one half percent (4.5%) for a total of \$3.64 per hour in paid status.

Effective the first full pay period including July 1, 2024, the medical stipend shall be increased by four and one half percent (4.5%) for a total of \$3.80 per hour in paid status.

If the State of California or federal government adopt or mandate a plan that requires the City to pay in whole or in part for medical services or coverage for employees in the bargaining unit, the stipend provided in this paragraph shall be reduced or cease to the extent of required payments toward the state or federal plan, as applicable. Before implementation of a change, the City shall notify the Union of the amount of the offset and provide an opportunity to meet to discuss the calculation of the amount.

Such discussion shall occur within fifteen (15) working days after the City gives notice to the Union. The City's calculation of the amount of the offset shall be based on the aggregate number of hours worked in the bargaining unit during the fiscal year preceding that in which the state or federal plan takes effect.

The City and SEIU will continue to investigate the feasibility of providing Employees with access to medical insurance. Such information will be shared during negotiations for a successor Memorandum of Agreement.

ARTICLE XIV - RETIREMENT

Section 1. Part-time, Seasonal, Temporary (PST) Retirement Plan. Employees in the Hourly Unit shall participate in the City of Palo Alto PST Retirement Plan, except as described in section 2 below. The plan, summarized in Appendix C, was adopted by the City on June 25, 1994 as a retirement plan alternative for part-time, seasonal and temporary employees to replace Social Security and is currently administered by Public Agency Retirement Services ("PARS"). The City of Palo Alto does not deduct the social security portion of the FICA (Federal Insurance Contribution Act) tax. The City does deduct the Medicare portion of the FICA tax. All hourly employees are required to contribute 7.5% of their salary into the PST Retirement Plan.

Section 2. California Public Employees' Retirement System ("PERS").

PERS annuitants are excluded from participation in the P.S.T. Retirement Plan. Employees in the Hourly Unit who have previously participated in and remain members in the California Public

Employee Retirement System (“PERS”) or are otherwise required by law to be enrolled in CalPERS shall participate in P.E.R.S. to the extent required by law, in lieu of participation in the P.S.T. Retirement Plan. For example, CalPERS currently requires enrollment of most employees who work over 1000 hours in a fiscal year. Enrollment in CalPERS will be completed consistent with CalPERS rules and regulations.

Participation in CalPERS shall be under the retirement formula and cost share in effect at the time the employee is hired into the Hourly Bargaining Unit unless otherwise required by law. If any changes to the CalPERS cost share are negotiated by the City of Palo Alto and SEIU 521 Regular Unit, then those changes will apply to any SEIU hourlies enrolled in the CalPERS system. The City and the SEIU 521 union will notify all SEIU hourlies enrolled in the CalPERS system via written notification within 2 pay periods, when there are any changes to the CalPERS cost share.

Section 3. Retirement Contributions.

- a. PST Retirement Plan Contributions. Employees enrolled in the PST Retirement Plan shall contribute seven and one half percent (7.5%) of wages toward that Plan.
- b. PERS Employee Contributions. Employees enrolled in the PERS retirement system shall pay the full amount of the applicable employee contribution required by CalPERS for the PERS formula in which the employee is enrolled, as may be changed by CalPERS from time to time.
- c. Current contributions are as follows:
 - (1) 2.7% at 55 Formula: eight percent (8%)
 - (2) 2% at 60 Formula: seven percent (7%)
 - (3) 2% at 62 Formula: contribution required by the Public Employees’ Pension Reform Act, calculated at fifty percent (50%) of the normal cost.
 - (4) 1% Cost share of employer contribution for all plans

ARTICLE XV -PARKING

Employees are covered by the City’s administrative policy for Hourly parking permits, which includes the following provisions:

Permits will be issued for University Avenue Parking Structures only.

To be eligible for a parking permit, an hourly employee must work at least 2.5 hours per day for a consistent period of time (this assumes the need to walk back and forth to a garage). If the employee works less than 2.5 hours, they can park, without penalty, in downtown garages given the current 3 hour parking limit.

The hourly employee must obtain a signed letter from his or her Department Head verifying the employee’s “consistent” and greater than 2.5 hour schedule for a parking permit and submit the letter with the request for a parking permit.

The parking permit is issued and tracked by Revenue Collections, and is not transferrable.

The employee must return the parking permit to Revenue and Collections upon a change to less than a 2.5 hour consistent schedule or termination of employment.

ARTICLE XVI PHYSICAL EXAMINATIONS

If an employee who is required to have a City-provided physical examination not related to workers' compensation programs disagrees with the findings of the City-sponsored physician, he/she may consult with his/her own physician at his/her own expense and, if his/her private physician's report conflicts with that of the City physician in terms of ability to work at his/her regular job, then he/she may request an evaluation of his/her problem through a third physician mutually agreed upon by the employee and the City. Cost for the third examination will be equally shared and the decision of this physician concerning the continuing ability of the employee to perform his/her work in his/her regular job without exposing himself/herself to further injury as a result of his/her condition shall be the basis for returning the employee to his/her regular work.

ARTICLE XVII - SAFETY

Section 1. Health and Safety Provisions. The City shall furnish and use safety devices and safeguards and shall adopt use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe, in conformance with applicable safety regulations under the State Labor and Administrative Code sections.

The City shall not require or permit any employee to go to or be in any employment or place of employment which is not safe.

Section 2. Union will cooperate with the City by encouraging all employees to perform their work in a safe manner.

Section 3. Safety Committee. A Safety committee composed of Management and Union Stewards will meet no less than ten times annually to discuss safety practices, methods of reducing hazards, and to conduct safety training. This shall in no way remove the basic responsibility of safety from Management nor shall it in any way alter the responsibility of the employee to report unsafe conditions directly and immediately to his or her supervisor.

Three (3) Hourly employees will participate in the ten-member Citywide Union/Management safety committee with equal Union and Management membership that will meet, upon call, to review safety and occupational health standards and practices, discuss overall City safety and health problems, and to act as an advisory group to the departmental safety committees. The committee shall review all departmental safety programs and recommend change where necessary. The three (3) Hourly participants shall report such time on timecards, using Internal

Order 80005 or its successor in conjunction with a short-text entry describing the nature of the time spent (e.g. "City-wide Union-Management Safety Committee").

In cases of dispute over safe working conditions the employee will first report such unsafe conditions to his or her supervisor and every attempt will be made to rectify the problem at this level. The employee may contact his or her Steward to assist in the resolution of the dispute. If the problem cannot be resolved the Risk Manager will be contacted and the problem will be addressed through the interpretation of the basic safety rules and regulations. Should the problem not be resolved at this step, the grievance procedure will be used. Safety grievances shall be submitted at Step III.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1. The City and the Union recognize that early settlement of grievance or appeal of disciplinary actions is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or appeal of disciplinary action, or Union grievances as provided for below. In presenting a grievance or appeal of disciplinary action, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Release time for investigation and processing a grievance or appeal of disciplinary action is designated in Article IV of this Memorandum of Agreement (MOA).

Section 2. Definition. A grievance is:

- (a) An unresolved complaint or dispute regarding the application or interpretation of rules, regulations, policies, procedures, Memorandum of Agreement or City ordinances of resolution, relating to terms or conditions of employment, wages or fringe benefits, excluding however those provisions of this MOA 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 or appeal of disciplinary action procedure.
- (b) An appeal from a disciplinary action of any kind against an employee covered by this Memorandum of Agreement. Disciplinary action is defined as suspensions without pay, reductions in pay, demotion or discharge. Reprimands, transfers, reassignments, layoffs, and negative comments in performance evaluations are not considered discipline.

Section 3. Conduct of Grievance Procedure.

- (a) An aggrieved employee may be represented by the Union or may represent himself/herself in preparing and presenting a grievance at any level of review. Grievances may also be presented by a group of employees. No grievance settlement may be made in violation of an existing merit rule or memorandum of agreement. The Union will be notified prior to the implementation of any settlement made which affects the rights or

conditions of other employees represented by the Union. The Union and the Steward will be copied on all written representation unit grievance decisions.

- (b) An employee and the Representative Steward, if any, may use a reasonable amount of work time so long as there is no disruption of work, in conferring about and presenting a grievance. Requests for release time to prepare a grievance shall be made in accordance with the provisions of Article III, section 3. Beginning with the third step of the grievance procedure, the Chief Steward or Alternate Chief Steward may assist in presenting a grievance and may be present at all Step III, and IV grievance hearings.
- (c) The time limits specified in this Article may be extended by mutual agreement in writing of the aggrieved employee or the Union and the reviewer concerned.
- (d) Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- (e) The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.
- (f) If appropriate, the aggrieved employee(s) or the Union and the Department Head may mutually agree to waive Step I and/or Step II of the grievance procedure.
- (g) Grievances shall be made in writing and submitted on forms provided by the City or on forms which are mutually agreeable to the City and Union. The written grievance shall contain clear, factual and concise language including: (1) the name of the grievant, (2) a statement of the facts upon which the grievance is based, including relevant dates, times and places, (3) specific provisions of the Agreement or specific City rules, policies, or procedures which the party filing the grievance alleges has been violated; (4) a summary of any steps taken toward resolution, and (5) the action the grievant believes will resolve the grievance.
- (h) Any retroactivity on monetary grievances shall be limited to the date of occurrence, except in no case will retroactivity be granted prior to three months before the grievance was filed in writing.
- (i) If the grievance is filed by more than one employee in the bargaining unit, the Union may, at its option, convert it to a Union grievance after Step II of the grievance procedure. The Union may also file a grievance in those instances when, under this Memorandum of Agreement, a Union right not directly related to an individual employee becomes the subject of dispute. Union grievances shall comply with all of the foregoing provisions and procedures.

- (j) For purposes of time limits, “working days” are considered to be Monday through Friday, exclusive of City holidays.
- (k) If a mutually agreed solution is reached during any step of this grievance procedure, the agreement shall be placed in writing and signed by the City and the grievant or union.
- (l) Upon request of either party, meetings to discuss the grievance shall be held at any step in the grievance procedure.

Section 4. Grievance Procedure.

Step I. Informal Discussion. Within fifteen (15) working days after the incident or discovery of the incident on which the grievance is based the aggrieved employee shall present the grievance action to his or her immediate supervisor and attempt to resolve the grievance through informal discussions. Every attempt will be made to settle the issue at this level.

Step II. If the grievance is not resolved through the informal discussion in Step 1, the employee will reduce the grievance to writing and submit copies to the Department head or his or her designee within fifteen working days of the discussion with the immediate supervisor.

The Department Head or designee shall have fifteen working days from the receipt of a written grievance to review the matter and prepare a written statement.

Step III. If the grievance is not resolved and/or the aggrieved employee is not satisfied with the Step II decision, the grievant or disciplined employee may appeal to the Human Resource Director or his or her designee in writing within fifteen working days of the receipt of the Department Head's response. The written appeal to the Human Resources level shall include a copy of the original grievance, the Department Head's decision at Step II, and a clear statement of the reasons for appeal.

Within fifteen working days, after receiving the written appeal, the Human Resource Director shall review the matter and prepare a written statement. If a mutually agreed solution is reached during this process the agreement shall be placed in writing and signed.

Step IV. If a grievance as defined under 2(a) above is not resolved at Step III, the aggrieved employee may choose between final and binding resolution of the grievance through appeal to the City Manager or through appeal to final and binding arbitration. For the term of this Memorandum of Agreement, appeals to final and binding arbitration may be processed only with Union approval. All Step IV appeals must be filed in writing at the Human Resources Department Office within fifteen working days of receipt of the Human Resource Director's decision at Step 3.

If the grievant or appellant elects final and binding resolution by the City Manager, the City Manager will choose the methods he or she considers appropriate to review and settle the grievance or appeal of disciplinary action. The City Manager shall render a written decision to all parties directly involved within fifteen working days after receiving the grievant/appellant's appeal.

If the grievant/appellant elects final and binding arbitration in accordance with this provision, the parties shall mutually select an arbitrator within 90 days from the date of receipt of the written request for appeal. In the event the parties cannot agree on an arbitrator, they shall mutually request a panel of five arbitrators from the California State Conciliation Service or from the American Arbitration Association if either party objects to the State Conciliation Service, and select an arbitrator by the alternate strike method.

The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Memorandum of Agreement and such Merit System Rules, regulations, policies, procedures, City ordinances, resolutions relating to terms or conditions of employment, wages or fringe benefits, as may hereafter be in effect in the City insofar as may be necessary to the determination of grievances or appeal of disciplinary action appealed to the arbitrator. The arbitrator shall be without power to make any decision contrary to, or inconsistent with or modifying in any way, the terms of this Memorandum Of Agreement, grant wage increases or decreases, or to decide matters of interest.

The arbitrator shall be without authority to require the City to delegate or relinquish any powers which by State law or City Charter the City cannot delegate or relinquish. Where either party seeks arbitration and the other party claims the matter is not subject to the arbitration provisions of this Memorandum of Agreement, the issue of arbitrability shall first be decided by the arbitrator using the standards and criteria set forth in Article XX and without regard to the merits of the grievance or appeal of disciplinary action. If the issue is held to be arbitrable, the arbitration proceedings will be recessed for up to five working days during which the parties shall attempt to resolve the grievance. If no resolution is reached, the arbitrator will resume the hearing and hear and resolve the issue on the merits.

Copies of the arbitrator's decision shall be submitted to the City, the aggrieved employee and the Union. All direct costs emanating from the arbitration procedure shall be shared equally by the City and the aggrieved employee or the Union.

A grievance as defined under Section 2(b) above (demotion, suspension, reduction in pay or termination) that remains unresolved after the conclusion of step III of the grievance procedure, shall be reviewed by a City Hearing Officer. Appeals to a City Hearing Officer must be filed with the Human Resources Director in writing within fifteen (15) working days of the receipt of the Step III Grievance response. Within sixty (60) working days, the City Hearing Officer shall review the matter, hold a hearing with the City and the affected worker, and prepare a written recommendation to the City Manager.

The City Manager shall issue a final and binding decision within fifteen (15) working days after receipt of the City Hearing Officer's recommendation. The City Manager may accept, reject or modify the City Hearing Officer's recommendation. The City Manager's decision shall be final, binding and not be subject to further appeal.

ARTICLE XIX - UNSATISFACTORY WORK OR CONDUCT AND DISCIPLINARY ACTION

Section 1. Right to Discipline

The City has the right to discipline, demote, or discharge employees for cause.

Section 2. Written Notice

Non-probationary employees whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion, or discharge. Discipline is defined as suspensions without pay, reduction in pay, demotion, or discharge. Reprimands, transfers, reassignments, layoffs, and negative comments in performance evaluations are not discipline and shall not be subject to the requirements of this Article.

Section 3. Preliminary Notice of Discipline. Prior to imposing disciplinary action involving a disciplinary suspension, demotion, reduction in pay, or discharge of a non-probationary employee, a supervisor shall provide an employee with preliminary written notice of the proposed disciplinary action. The notice of proposed disciplinary action must be in writing and served on the employee in person or by registered mail or Fed-Ex. The notice of disciplinary action shall include:

- (a) Statement of the violations upon which the disciplinary action is based; .
- (b) Intended effective date of the action; .
- (c) Statement of the cause thereof; .
- (d) Statement in ordinary and concise language of the act or the omissions upon which the causes are based; .
- (e) Copies of any documents or other written materials upon which the disciplinary action was fully or in part based.
- (f) Statement advising the employee of his/her right to appeal from such action, and the right to Union representation.
- (g) The date and/or the procedure for responding to the notice.

Section 4. Skelly Meeting. The employee who receives a notice pursuant to section 3 above shall have the right to respond informally to the charges either verbally or in writing before the discipline is imposed. The employee shall have fifteen (15) days from receipt of the notice to request this pre-disciplinary administrative review. The employee may request a reasonable extension of the time to respond for justifiable reasons. The Skelly meeting to listen to the verbal responses shall be scheduled with a City representative who is not the manager recommending the discipline (the "Skelly Officer"). The Skelly Officer shall render a final written decision (the "post-Skelly decision") within fifteen (15) days of receiving the employee's response, if any, and shall deliver the post-Skelly decision to the employee by personal delivery or registered mail to the employee's last known address on file with the Human Resources Department. The Skelly Officer may sustain, modify, or overturn the recommended disciplinary action. If the Skelly Officer sustains or modifies the disciplinary action, the action may be imposed after the post-Skelly decision is delivered to the employee.

ARTICLE XX – NO ABROGATION OF RIGHTS

The parties acknowledge that Management rights as indicated in Section 1207D of the Merit System Rules and Regulations and all applicable State laws are neither abrogated nor made subject to negotiation by adoption of this Memorandum of Agreement.

ARTICLE XXI – OUTSIDE EMPLOYMENT

The provisions of Article 4.7 of the Government Code of the State of California will govern the determination of incompatible outside employment.

ARTICLE XXII PROMOTIONAL/CONVERSION OPPORTUNITIES

The City and Union will meet on a quarterly basis to review the possibility of converting long term ongoing temporary-hourly positions to regular status. A part of such a meeting may be a discussion regarding promotional opportunities of Hourlies to Classified positions.

ARTICLE XXIII – PROVISIONS OF THE LAW

Section 1. This Memorandum of Agreement is subject to all current and future applicable Federal and State laws and Federal and State regulations and the Charter of the City of Palo Alto and the Constitution of the State of California.

Should any of the provisions herein contained be rendered or declared invalid by reason of any existing State or Federal legislation, such invalidation of such part or portion of this

Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

Section 2. The City and the Union agree by signing this Memorandum of Agreement that the wages, hours, rights and working conditions contained herein shall be continued in full force during the term of this Memorandum of Agreement except as otherwise provided for in the Memorandum of Agreement and shall be binding on both the City and the Union upon ratification by the Council of the City of Palo Alto and upon ratification by Union membership.

ARTICLE XXIV – COST REDUCTION PROGRAMS

During the term of this agreement, the Union will aggressively assist Management in developing cost reduction programs. Such programs may include voluntary reduced hours/pay after this concept is studied by Management, and with such application as may be approved by Management.

ARTICLE XXV – TERM

This Memorandum of Agreement shall take effect on ratification and signing by the parties, and shall expire on June 30, 202~~5~~¹. Either party may serve written notice upon the other party during the period between ninety and sixty days prior to its expiration date, of its desire to amend this Memorandum of Agreement. If, at the time this Memorandum of Agreement would otherwise terminate, the parties are negotiating a new Memorandum of Agreement, upon mutual agreement of the Union and the City Manager the terms and conditions of this Memorandum shall continue in effect.

CITY OF PALO ALTO AND SEIU LOCAL 521-HOURLY UNIT

~~July 1, 2017-June 30, 2021~~ July 1, 2023-June 30, 2025

EXECUTED:

FOR LOCAL 521, SEIU:

FOR CITY OF PALO ALTO:

Angel Jose Picon, ~~Chief Spokesperson~~
SEIU Worksite Organizer

Ed Shikada
City Manager

Bunny Bornstein
Chief Steward

Sandra Blanch
Human Resources Director

Marlon Kasberg
Bargaining Team Member

Tori Anthony
Manager Employee Relations

Sandhya Uthup
Human Resources Representative

Appendix A

Job Classifications for SEIU Hourly Unit Personnel

Administrative Specialist I - H

Performs administrative work that requires advanced skills or knowledge in support of a department/division or program.

Administrative Specialist II – H

Performs more complex administrative work that requires advance skills or knowledge in specialized software programs and data analysis in specialized areas in support of a department/division or program. Two years of experience equivalent to that of an Administrative Specialist I.

Arts & Science Aide - H

Under general supervision, performs general unskilled and some semiskilled tasks in support of theater, arts and museum programs.

Arts & Science Professional I - H

Under general supervision, performs highly skilled jobs in support of performing and visual arts. Examples would include exhibit design and installation, graphic design, exhibit mechanical and electrical design, exhibit problem solving, installation and maintenance, materials and parts sourcing for exhibits, managing outsourced custom fabrication of specialty parts, and working with Arts & Sciences Producers on design of exhibits, theater scenery, costume & lighting design and direction, studio supervision, development of educational programs, etc.

Arts & Science Professional II - H

Under limited supervision, performs highly specialized jobs in support of performing and visual arts. Examples would include exhibit design and installation, graphic design, exhibit mechanical and electrical design, exhibit problem solving, installation and maintenance, materials and parts sourcing for exhibits, managing outsourced custom fabrication of specialty parts, and working with Arts & Sciences Producers on design of exhibits, theater scenery, costume & lighting design and direction, studio supervision, development of educational programs, etc. Two years of experience equivalent to that of an Arts & Science Professional I.

Arts & Science Professional III - H

Independently performs highly specialized jobs in support of performing and visual arts. Examples would include exhibit design and installation, graphic design, exhibit mechanical and electrical design, exhibit problem solving, installation and maintenance, materials and parts sourcing for exhibits, managing outsourced custom fabrication of specialty parts, and working with Arts & Sciences Producers on design of exhibits, theater scenery, costume & lighting design and direction, studio supervision, development of educational programs, etc. Five years of experience equivalent to that of an Arts & Science Professional I. May require lifting up to 15 pounds

Arts & Science Technician - H

Under supervision, performs paraprofessional and skilled support to a specific performing or visual arts program area such as lighting, props, building, painting, stitching – etc.

Assistant Park Ranger - H

Positions requiring at least 2 years of experience and specialized skills or advanced certificates for First Aid, CPR, and heavy equipment operation. Prior experience as an open space technician or park aide is essential.

Building Serviceperson – H

Under limited supervision, performs custodial duties and other related work as required to maintain City buildings and facilities in a clean and orderly condition. Members of this classification may be assigned to perform either public works duties or park duties. Two years of experience equivalent to that of a Custodial Assistant.

Clerical Assistant - H

Under supervision, performs routine and repetitive computer inputting and clerical tasks, and performs related work as required. May require cash handling.

Custodial Aide - H

Under close supervision, this entry-level position performs basic custodial duties as required to maintain City buildings and facilities, performs room set-ups and take-downs, and other related work.

Custodial Assistant - H

Under general supervision, performs custodial duties and other related work as required to maintain City buildings and facilities in a clean and orderly condition. Members of this classification may be assigned to perform either public works duties or parks duties.

General Laborer – H

Performs general manual tasks. Performs various types of manual labor as needed. Possesses knowledge of commonly-used concepts, practices, and procedures within a particular field. Performs tasks in conformance within pre-established instructions. Works under general supervision. Uses very limited independent judgment similar to that expected of an apprentice-helper level laborer, consistent with pre-established instructions. May report to a lead worker, but typically reports to a supervisor.

Requires a high school diploma or its equivalent with 1 year of related experience.

Salary to be determined – an hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

House Manager - H

Facility supervisor of special events, productions, concerts, rentals – etc. Involves high public contact and customer service, including enforcement of rules and regulations. May included set-up of events.

Inspector – H

Provides inspections for capital and maintenance work, buildings and structures in any stage of construction, alteration or repair. ~~Insures~~ **Ensures** compliance with standard construction practices, approved plans and specifications, governing laws and City ordinances. Prepares and maintains records of inspections, contractor's daily activities, verification of materials and quantities used, notification to and contact with the residents in the project area, violation notices, investigations and other related data and information.

Salary to be determined – Minimum base of \$26.87. An hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

Instructor Aide - H

Under general supervision, performs administrative work in support of Instructors in areas such as course preparation, classroom assistance and related activities. May require lifting up to 15 pounds.

Instructor I - H

Under general supervision, prepares classes, programs and camp curriculum, presents classes and field trips for schools and family audiences, and provides assignments to Instructor Aides and volunteers. Requires previous teaching experience. Requires prior in-depth knowledge of the disciplines to be taught. May require lifting up to 15 pounds.

Instructor II - H

Under limited supervision, prepares classes, programs and camp curriculum, presents classes and field trips for schools and family audiences, and provides assignments to Instructor Aides and volunteers. Requires at least two years of experience equivalent to that of an Instructor I. May require lifting up to 15 pounds.

Instructor III-H

Independently prepares classes, programs and camp curriculum, presents classes and field trips for schools and family audiences , and provides direction and mentoring for Instructor Is and IIs, Aides and volunteers. Serves in a leadership capacity within the department. Requires at least 4 years of teaching experience and in-depth knowledge of the disciplines to be taught. May require lifting up to 15 pounds.

Journey-Level Laborer – H

Performs various tasks involving physical labor in or on buildings, construction sites, demolition sites, streets, sidewalks, or on other construction projects. May operate hand and power tools of all types (e.g. air hammers, earth tampers, cement mixers, small mechanical hoists, surveying

and measuring equipment, and various other equipment and instruments). May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove hazardous waste materials; may assist other craft workers. Uses independent judgment similar to that expected of a journey level laborer, within pre-established instructions similar to and consistent with industry practices for journey level laborers. Works under general supervision. Typically reports to a lead worker or supervisor.

Requires a high school diploma or its equivalent with 1-3 years of related experience.

Salary to be determined – an hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

Librarian - H

Under supervision, assists customers with reference inquiries, provides instruction in the use of library resources and equipment; shelves materials and assists with core management or organization of materials.

Distinguishing Characteristics:

The Librarian classification is the professional entry level classification within the Library Division. The Librarian has the professional knowledge to identify, develop, interpret, and evaluate all policies, procedures, programs and services to ensure the best quality of service to public library users. It is a broad classification which covers a variety of work situations which require expertise in areas of primary responsibility, as well as in common areas such as materials selection, public library service and in computerized information systems. Significant portion of workday includes direct public contact. Work hours may include early mornings, evenings and weekends.

ESSENTIAL DUTIES:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Performs routine circulation tasks required to directly serve public, including registering and maintaining files of borrowers; interpreting customer accounts and checking in and out library materials via computerized equipment; accepting, payments for fines, bills, fees; assisting customer with inquiries regarding availability and status of items in collections, and interviewing and assisting users regarding circulation accounts and services. Refers circulation problems to circulation staff or manager.
- May conduct library programs for children and adults; conduct tours and classes.
- May conduct reference interview and analyze, interpret and answer inquiries utilizing resources in Palo Alto Libraries as well as other libraries and the community, referring unusual questions to a Senior Librarian (Librarian II) or supervisor; assist customers in use of facility including catalog, indexes, reference books and technology.

- Performs library programming, including planning, coordination, promotion and the conduct of programs; cooperates with other City departments, community and library groups with program co-sponsorship.
- Prepares displays to market the library's collection; may write regular newsletter articles, book reviews and program announcements for e-newsletters and publications; assists with social media.
- May update library web pages; update online calendars; contribute calendar items to community organizations and data bases.
- Selects and de-selects library materials in one or more subject areas based on knowledge of budget available, collection size, analysis of community past usage patterns and other criteria; processes discarded materials.
- Assist with recruits, interviews, schedules, trains, initiates and coordinates, work of clerical, paraprofessional, temporary and/or volunteer staff as assigned.
- May collect, maintain and report statistical records for a variety of library measures.
- As directed, performs copy and original cataloging and classification efficiently utilizing online computerized cataloging system; assigns access points for materials; establishes new bibliographic computer records in accordance with recognized standards.
- Maintains specific library collections and equipment including housing, physical maintenance and arrangement.

MINIMUM QUALIFICATIONS:

Sufficient education, training and/or work experience to demonstrate possession of the following knowledge, skills, and abilities which would typically be acquired through:

- Master's Degree in Library and Information Science or related education preferred.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to work effectively with public and co-workers in variety of circumstances. Ability to work with wide variety of people.
- Knowledge of alphabetical and numerical filing systems.
- Knowledge of the library catalog.
- Ability to work varied schedule including early mornings, evenings and weekends
- Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for extended periods of time and operating assigned library equipment.
- Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

WORKING CONDITIONS / PHYSICAL REQUIREMENTS:

Work in a library environment with the public, maintaining a professional appearance; sustained posture in a standing, walking or seated position for prolonged periods of time; perform bending, lifting, crouching and pushing items weighing up to 50 pounds; perform repetitive small hand and

arm motions for prolonged periods of time; may travel to other library facilities; exposed to computer screens for prolonged periods of time.

Library Clerk - H

Under close general supervision performs technical and clerical tasks; assists customers with their accounts; shelves materials; performs technical and clerical tasks as assigned.

Distinguishing Characteristics:

Library Clerk is a classification found in the Library Department and is distinguished by the performance of various technical and clerical duties under general supervision. Work hours may vary and include nights and weekends. Includes direct public contact. Some previous knowledge of library operations required.

ESSENTIAL DUTIES:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- May answer customers' questions.
- Checks in/out items; performs standard, holds, special handling and sorts; issues library cards.
- Works at the Accounts Desk; handles customer accounts and fines; provides computer assistance; performs shelving.
- May assist customers with library technology.
- Maintains computer files for library materials; adds, deletes and updates information.
- Data enters bibliographic data into the online library system.
- Communicates with vendors to request approved items or to ask questions; refers further communications to the supervisor.
- Accepts and unpacks deliveries and shipments of library materials; checks for accuracy; returns incorrect or damaged materials to vendors.
- Receives and invoices materials into the library's computer system.
- Performs RFID tagging Performs shelf reading.
- Assists in the setup of programs; performs program cleanup.
- Processes LINK+ items and locates items listed on hold for the library branch or on reserve for LINK+.
- Assists with special projects and programs.
- May perform mail delivery.
- Provides basic assistance to customers.
- Performs related duties and responsibilities as required.

MINIMUM QUALIFICATIONS:

Sufficient education, training and/or work experience to demonstrate possession of the following knowledge, skills, and abilities which would typically be acquired through:

- High school diploma or equivalent and 6 months experience working in a library

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to work effectively with public and co-workers in variety of circumstances. Ability to work with wide variety of people.
- Knowledge of library procedures and item shelving structure.
- Knowledge of alphabetical and numerical filing systems.
- Knowledge of a personal computer and various software applications.
- Knowledge of effective customer service.
- Ability to use the library catalog.
- Ability to perform cash handling and use a cash register.
- Ability to perform basic mathematical calculations.
- Ability to work varied schedule including mornings, evenings and weekends
- Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for extended periods of time and operating assigned library equipment.
- Ability to work varied schedule including early mornings, evenings, and weekends. Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

WORKING CONDITIONS / PHYSICAL REQUIREMENTS:

Work in a library environment with the public; maintains a professional appearance; sustained posture in a standing, walking or seated position for prolonged periods of time; perform bending, lifting, crouching and pushing items weighing up to 50 pounds; perform repetitive small hand and arm motions for prolonged periods of time; may travel to other library facilities; exposed to computer screens for prolonged periods of time.

Library Page - H

Under close supervision, shelves materials; performs routine clerical and support tasks as assigned.

Distinguishing Characteristics:

Library Page is a classification found in the Library Department and is distinguished by the performance of routine clerical duties under supervision. Work hours may vary and include nights and weekends. May include direct public contact. No previous knowledge of library operations required.

ESSENTIAL DUTIES:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Shifts collections; pulls or weeds items; performs sweeps.
- Returns library materials to the shelves.

CITY OF PALO ALTO AND SEIU LOCAL 521-HOURLY UNIT

~~July 1, 2017– June 30, 2021~~ July 1, 2023-June 30, 2025

- Performs RFID tagging
- Performs shelf reading.
- Assists in the setup of programs; performs program cleanup.
- Processes LINK+ and locates items listed on hold for the library branch or on reserve for Link+
- Performs general cleaning and organization of the library's areas.
- Assist with open and close procedures.
- May assist with special projects and programs.
- Performs mail delivery.
- May provide directional assistance to customers.
- Works with Automated Materials Handling machine; moving and sorting bins, and sorting returned items.
- Performs related duties and responsibilities as required.

MINIMUM QUALIFICATIONS:

Sufficient education, training and/or work experience to demonstrate possession of the following knowledge, skills, and abilities which would typically be acquired through:

- No experience necessary.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to work effectively with public and co-workers in variety of circumstances. Ability to work with wide variety of people.
- Knowledge of alphabetical and numerical filing systems.
- Knowledge of the library catalog.
- Ability to work varied schedule including early mornings, evenings and weekends
- Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for extended periods of time and operating assigned library equipment.
- Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

WORKING CONDITIONS / PHYSICAL REQUIREMENTS:

Work in a library environment with the public, maintains a professional appearance; sustained posture in a standing, walking or seated position for prolonged periods of time; perform bending, lifting, crouching and pushing items weighing up to 50 pounds; perform repetitive small hand and arm motions for prolonged periods of time; may travel to other library facilities; exposed to computer screens for prolonged periods of time.

Maintenance Assistant - H

Under general supervision, responsible for skilled and semiskilled tasks in one or more of the following areas:

- Landscape and turf maintenance of parks and golf courses, including tree maintenance and turf renovation
- City building and facilities
- City streets, sewers, and storm drains
- City vehicles and equipment

Performs related tasks as required. Requires experience with power equipment and a valid California driver's license. May require drug testing.

Open Space Technician - H

Under general supervision performs work assignments in Parks and Open Space areas that assist in the protection, preservation and maintenance of Palo Alto open space lands. Entry-level positions that require familiarity with power tools such as weed whips and chain saws.

Print Shop Assistant - H

Under supervision, provides assistance in the Print Shop in duplication, finishing work, mail distribution and other support function duties, often under tight deadlines.

Project Specialist - H

Support for and administrative tasks related to City programs and projects on an ongoing basis, requiring technical and administrative skills such as scheduling, research and report writing, project development and design, ongoing project implementation and administration, and budget tracking and conformance.

~~**Recreation Aide - H**~~

~~Provides general clerical and unskilled labor/support of recreational programs.~~

Recreation Leader I - H

Entry level positions that do not require previous experience including:

- Teen leaders
- Gymnastics Instructors
- Sports camp assistants
- Special event Assistants
- Summer camp counselors
- Coaches

Recreation Leader II - H

Positions require at least one season of experience and certifications in a related field including:

Sports Camp Leaders (CPR and First Aid)
Sport Officials (CPR and First Aid)
Assistant Pool Manager
Senior Swim Instructor/Lifeguard
Summer camp assistants
Coaches

Recreation Leader III - H

Positions require at least 2 years of experience and specialized skills or advanced certifications in a related field including:

Summer Camp Leaders
Teen Outreach Leaders
Coaches
Substitute Teachers
Sports Camp Leaders (CPR and First Aid)
Sport Officials (CPR and First Aid)
Pool Manager
Gymnastic/Dance Instructors (Recreation Leader II requirements and Safety Certification and one of the following certifications: Professional Development Program II, Kinder Accreditation for Teachers or Movement Education and Learning Development.)

Staff Specialist – H

Under limited supervision, performs professional work requiring specialized knowledge or training in a specific field in support of a City program or organizational unit. The work performed is generally varied in character and similar to or equally complex to that of a career position, but is not managerial.

Salary to be determined – an hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

Stock Clerk - H

Under supervision, performs a variety of inventory maintenance functions including receiving, storing, and delivering supplies. Includes maintaining and reviewing computerized inventory records; performs other related work as required.

Swim Instructor/Lifeguard - H

Monitors pool activities to enforce regulations and prevent accidents, rescue swimmers in distress, conducts swimming lessons in accordance with American Red Cross or other national recognized aquatics programs and performs other related duties as required. Certificates in Lifeguard Training, First Aid and CPR required.

Technical Specialist - H

Under general supervision, responsible for work that requires technical skills associated with one or more of the following areas: drafting/CAD, electronics, computer systems, engineering, environmental science, or planning.

Zoological Assistant - H

Under supervision, performs assignments that assist in the maintenance, control, and shelter of animals in the zoo and other City facilities.

Appendix B- Salary Schedule

Appendix C

Public Agency Retirement System (“P.A.R.S.”) Plan

City of Palo Alto PST (Part-time, Seasonal and Temporary) Employees Retirement Plan

As of the effective date of this contract, the City contracts with the Public Agency Retirement Services Alternate Retirement System (PARS ARS) to provide an alternative plan to Social Security for members of this Unit. The main components of the plan include:

- Enrollment in the PARS 457 retirement plan is automatic for eligible employees (excludes employees previously enrolled in CalPERS).
- All contributions are pre-tax and invested
- Employees receive an annual statement of gains and losses
- Employees may become eligible to receive their account balance when one of the following events occur:
 - Termination of employment
 - Retirement
 - Permanent or total disability
 - Death
 - Changed employment status to a position covered by another retirement system
- An employee may elect either:
 - a one-time lump sum cash payment, which may be subject to federal and/or state income tax withholding, OR
 - A direct rollover without tax withholding to a traditional IRA or an eligible plan that accepts rollovers [e.g. 403(b), 457(b), 401(k)]

A copy of the Plan Document is on file in Human Resources and may be reviewed upon advanced request. For questions or additional information, contact PARS at 800-540-6369.

Memorandum of Agreement

City of Palo Alto and
Service Employees International Unit
(SEIU) Local 521

Hourly Employee Unit

July 1, 2023 – June 30, 2025



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MEMORANDUM OF AGREEMENT

City of Palo Alto and Local 521, SEIU HOURLY UNIT

PREAMBLE

This Memorandum of Agreement is entered into by the City of Palo Alto (hereinafter referred to as the City) and Local 521 Service Employees International Union (hereinafter referred to as the Union). Employee, for the purposes of this Memorandum of Agreement, shall mean an employee assigned to a classification within the SEIU Hourly unit. This Memorandum of Agreement is pursuant and subject to Sections 3500 et, seq. of the Government Code of the State of California and Chapter 12 of the City of Palo Alto Merit Rules and Regulations.

ARTICLE I – RECOGNITION

Section 1. Pursuant to Sections 3500 et. seq. of the Government Code of the State of California and Chapter 12 of the City of Palo Alto Merit System Rules and Regulations, the City recognizes the Union as the exclusive representative of a representation unit consisting of hourly employees who are regularly scheduled and who work a minimum of four hundred sixteen (416) hours per fiscal year. This does include PERS exempt employees. This does not include on call employees without regular schedules and who are hired to work occasionally for special projects. This does not include employees employed primarily to work seasonal or recreational programs and who may work intermittently outside their recreational season.

This unit shall for purposes of identification be titled the SEIU Hourly Unit, and includes employees in the classifications listed in Appendix A attached.

The City shall notify the Union in writing of the development of a new hourly classification and upon request will meet and confer regarding inclusion of the classification in the SEIU Hourly Unit.

The parties agree that hourly employees are considered to be in the bargaining unit while that employee is employed by the City of Palo Alto, when they work (including all paid hours) 416 hours or more within a fiscal year.

Any Limited Hourly employee that accumulates 416 hours worked or more within a fiscal year, shall be converted to the SEIU 521 Hourly Unit by the City of Palo Alto.

CITY OF PALO ALTO AND SEIU LOCAL 521-HOURLY UNIT

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Upon conversion of an eligible hourly employee from the Limited Hourly status to the SEIU 521 Hourly Unit status, all wages and benefits due the employee will be paid and provided to the employee. All current and retroactive wages and/or benefits shall be back dated to their eligibility date of their status and recognition, as a SEIU 521 Hourly Unit employee.

Section 2. No Discrimination. The City and Union agree that no person employed by or applying for employment hereto shall be discriminated against because of race, religion, creed, political affiliation, color, national origin, ancestry, union activity, age, disability, sexual orientation, or gender.

The City and the Union agree to protect the rights of all employees to exercise their free choice to join the Union and to abide by the express provisions of applicable State and local laws.

ARTICLE II - UNION SECURITY

Section 1. Notice. When a person is hired in a job covered in Article I, the City shall notify that person that the Union is the recognized bargaining representative for the employee and give the employee a current copy of the Memorandum of Agreement.

When a group employee orientation is held for new employees of the bargaining unit, a Union Representative may make a presentation to such bargaining unit employees for the purpose of explaining matters of representation. New employees shall be required to attend orientation. The Director of Human Resources may make an exception if extraordinary circumstances interfere with the employee's ability to attend. If the Director grants an exception, the employee and Union shall be granted a thirty (30) minute presentation at the employee's report location for union orientation.

Section 2. Documentation. The City shall supply the Union with the information described under subsections (a) and (b) of this Section:

- (a) The City will provide SEIU, when available, with the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire.
- (b) The City will provide SEIU with the list, enumerated above, of all information for all employees in the bargaining unit at least every 120 days unless more frequent.
- (c) The City shall supply the Union with the documentation required by California Assembly Bill 119.

- (d) The Union shall supply the City, and as applicable, the employees, with the documentation required by Government Code Section 3502.5(f).

Section 3. Payroll Deduction.

- (a) The City shall deduct Union membership dues, and any other mutually agreed upon payroll deduction, which may include voluntary COPE (Committee On Political Education) at the check-off area, from the bi-weekly pay of bargaining unit employees.

The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain all authorizations for dues deductions signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall remit the deducted dues to the Union as soon as possible after deduction.

- (b) Indemnification, Defense and Hold Harmless: Union agrees to indemnify and hold harmless the City and all officials, employees, and agents acting on its behalf, from any and all claims, actions, damages, costs, or expenses including all attorney's fees and costs of defense in actions against the City, its officials, employees or agents as a result of actions taken or not taken by the City pursuant to this article.

Section 4. Bulletin Boards and Departmental Mail. The Union shall have access to inter-office mail, existing bulletin boards in unit employee work areas, and the existing Union-paid telephone answering device for the purpose of posting, transmitting, or distributing notice or announcements including notices of social events, recreational events, Union membership meetings, results of elections and reports of minutes of Union meetings. Any other material must have prior approval of the Human Resources Office. Action on approval will be taken within 24 hours of submission.

The Union may send email messages only for the purposes set forth above. The IT Department will maintain the SEIU list and keep it current. The Union access to email is based on the following conditions: 1) emails to the SEIU list will be copied to the Human Resource Director at distribution, 2) emails to the SEIU list will only be sent by the SEIU Chapter Chair, Vice Chair, Chief Steward(s) or Secretary, 3) a maximum of 52 emails may be sent per year and a maximum of 12 emails may be sent per year by the SEIU Chapter Secretary.

Section 5. Access to Union Representatives. Representatives of the Union are authorized access to City work locations for the purpose of conducting business within the scope of representation,

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provided that no disruption of work is involved and the business transacted is other than recruiting of members or collecting of dues, and the Representative must notify the Human Resources Department Office prior to entering the work location.

Section 6. Meeting Places. The Union shall have the right to reserve City meeting and conference rooms for use during lunch periods or other non-working hours. Such meeting places will be made available in conformity with City's regulations and subject to the limitations of prior commitment.

Section 7. Notification to the Union. The Union shall be informed in advance in writing by Management before any proposed changes not covered by this Memorandum of Agreement are made in benefits, working conditions, or other terms and conditions of employment which require meet and confer or meet and consult process.

Section 8. Union Logo. All materials and documents produced on Itek and metal plates, by the City print and reproduction shop, shall carry the Union label on the inside of covers or title pages in accordance with customary printing trades practices.

Section 9. City Council Materials. The City shall make available to the Union in a timely manner copies of all City Council meeting agendas, minutes and schedule of meetings. These materials may be picked up at the City Clerk's Office during business hours.

Section 10. Temporary Agency Reporting. Upon request, the City shall provide to the Union reports by department on the use of agency temporaries filling representation unit vacant positions, or doing work similar to that of representation unit classifications.

Section 11. Job Postings. Job postings for classification positions covered by this Agreement shall include a statement that the position is covered by this Collective Bargaining Agreement and that union dues may be required.

Section 12. Contracting Out. The City through the labor management process will keep the Union advised of the status of the budget process, including any formal budget proposal involving the contracting out of SEIU bargaining unit work traditionally performed by bargaining unit members at least thirty (30) days prior to the release of the City Manager's proposed budget.

The City will notify the Union in writing at least ninety (90) days prior to contracting work which has been traditionally performed by bargaining unit members, where such contracting will result in layoff or permanent reduction in hours. Within the ninety (90) day period of contracting out, both parties may offer alternatives to contracting out and meet and confer on the impact of such contracting out of a bargaining unit employee work.

The City will collaborate with the Union regarding the potential result of a layoff of bargaining unit members. The City will provide all available job opportunities within the City of Palo Alto

and/or the contracting out agency or entity to the Union. The Union will communicate with impacted bargaining unit members with regards to any interest a member may have in securing another job position, in lieu of a layoff, whenever possible.

The City will notify the Union in writing when contracting out work which has been traditionally performed by bargaining unit workers, where such contracting out is expected to replace a laid off bargaining unit position that has been eliminated within ninety (90) days prior to the date of the planned contract work. When feasible, the City will provide such notice prior to the beginning date of the planned contract work. The City will meet with the Union upon request to discuss alternatives. This provision does not apply to the filling of temporary vacancies of twelve (12) months or less duration.

The City will provide the Union with a biannual list by department of all contract workers or vendors who are contracted by the City who perform work for the City. The City will make a reasonable effort to identify the names of the vendors on the list and the nature of the work provided by each vendor.

Section 13. New Employee Procedure/Process.

New employees hired and assigned to classifications covered by the SEIU Unit shall be advised by the City that Local 521, Service Employees International Union, is the recognized bargaining representative in said unit. The City agrees to distribute to all new employees in the SEIU Unit a reasonable amount of materials provided by the Union at its expense.

The City will provide to the Union written notice in accordance with California Assembly Bill 119, a list of employees attending the City's new employee orientation that includes each employee's identification number, name, job classification, department, work location (title and address), work phone number (if available in the payroll system), work email address (if available in the payroll system), hire date, and, subject to the individual employee's consent, the employee's home address, personal mobile number, home phone number, and personal home email address.

A representative(s) of the Union shall be permitted to make a thirty (30) minute presentation and present written materials during a portion of the orientation for which attendance is mandatory. No representative(s) of management shall be present. One steward or chapter officer shall be granted release time for this purpose.

ARTICLE III. – STEWARDS

Section 1. Designation. The Union agrees to notify the Director of Human Resources of those individuals designated as Union officers and Stewards who receive and investigate grievances

and represent employees before Management. Alternates may be designated to perform Steward functions during the absences or unavailability of the Steward.

Section 2. Release Time. It is agreed that, as long as there is prior notice to the Supervisor with no disruption of work, one (1) Steward shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit employee or employees on grievances or matters within the scope of representation, including:

- (a) A meeting of the Steward and an employee, or employees of that unit related to a grievance.
- (b) A meeting with Management.
- (c) Investigation and preparation of grievances.

Grievances may be transmitted on City time.

All Steward release time shall be reported on timecards using Internal Order 80005 or its successor and a short-text notation describing the nature of the release time (e.g. "Steward release time", "bargaining release time", "Labor-Management Committee release time", etc.).

Section 3. Advance Notification and Approval. The Union agrees that the Steward shall give advance notification to his/her supervisor and receive permission before leaving the work location, except in those cases involving emergencies where advance notice cannot be given. Management permission to leave the worksite under this section shall not be unreasonably denied.

Section 4. Timecard Reporting. One Union Steward per affected Department, who is a City employee, shall be allowed a reasonable amount of release time off for purposes of meeting and conferring or meeting and consulting on matters within the scope of representation. All such time will be reported on timecards using Internal Order 80005 or its successor and a short-text notation describing the nature of the release time (e.g. "Steward release time", "bargaining release time", "Labor-Management Committee release time", etc.).

Section 5. Storage of Union materials. Union Stewards may utilize space in assigned desks for storage of Union materials. In the event Stewards are not assigned desks the City will provide locker or other mutually agreeable space for storage of Union materials.

Section 6. Labor/Management Meetings. Two Hourly Unit employees from different divisions shall be allowed a reasonable amount of release time off to participate in monthly Labor/Management Meetings. Such meetings may be included with the Classified Unit's Labor/Management meetings if appropriate. Such time shall be reported using Internal Order

80005 or its successor and a short-text notation describing the nature of the release time (e.g. "Labor-Management Committee release time", etc.).

ARTICLE IV. - REDUCTION IN FORCE

For the purposes of this Section, length of service shall be defined as all straight time hours worked by that employee for the City of Palo Alto.

Section 1. In the event of reductions in force, reductions shall be accomplished whenever possible through attrition.

Section 2. Notice. When the City determines that layoffs are imminent resulting from reduction in force within the representation unit, the City will give the Union such advance notice as is reasonable under the circumstances. The notice will indicate the departments and divisions which will be affected and the circumstances requiring the layoffs. The City will furnish the Union with a current representation unit seniority list with notice of layoff.

Section 3. Seniority and Service Ties. If the work force is reduced within a department, division, or office for reasons of change in duties or organization, abolition of position, shortage of work or funds, or completion of work, employees with the shortest length of service will be laid off first so long as employees retained are fully qualified, trained, and capable of performing remaining work. Length of service for the purpose of this article will be based on current service hire date of record in an hourly classification with no adjustment for leaves of absence. Length of service ties will be determined by lot.

Employees laid off due to the above reasons will be given written notice at least thirty (30) days prior to the reduction in force. A copy of such notice will be given to the Union. Such employees shall be offered priority employment rights to hourly positions which are requisitioned and for which the employees are qualified for a period beginning with notification and ending sixty (60) days following the reduction in force. Employees transferred or reclassified under this section will be assigned to the step in the new classification salary range closest to the employee's salary range at the time of reclassification.

Employees laid off pursuant to this section shall receive the balance of all regular City compensation owed at termination within 72 hours of the date of termination. This does not include any amounts payable as PERS contribution refunds, if any.

Section 4. Bumping Rights. Employees identified for layoff who have seniority (bumping) rights to their current or previously held classification within the representation unit must declare their intention to exercise these rights within seven (7) regularly scheduled working days after written notification of layoff, otherwise bumping rights will automatically terminate. Bumping may occur within the representation unit, only to the least senior incumbent of the current or a previously held classification. To successfully bump, the employee must be qualified, and capable of

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performing all work in the position bumped. An employee who declares bumping rights may not also claim priority re-employment rights. For purposes of this section of the Agreement, the term "working days" shall mean Mondays through Fridays, exclusive of holidays.

When employees declare their intention to exercise their seniority (bumping) rights, the City will provide the Union with a current list of the least senior incumbents to their current or previously held classification, within five (5) working days from the date employees exercise their seniority (bumping) rights, with the mutual goal to offset a potential lay-off of the impacted employee(s).

Employees who are in jeopardy of being laid off and have waived their right to bump or when there are no positions that exist within the current or previously held classification for the employees to exercise their right to bump, employees will have priority hiring rights for any vacant budgeted positions within the City. For the purposes of this section, priority hiring is defined as sole consideration by the hiring manager for any position where the employee meets the minimum qualification or through a combination of knowledge and experience can be reasonably assumed to meet the minimum qualifications. No other internal or external candidates will be considered until a final determination has been made by the hiring manager in regard to the priority hire. If more than one (1) employee in jeopardy of being laid off exercises their priority hiring status, then all employees with priority hiring status will be considered simultaneously. This section shall not constitute any guarantees to appointment of positions or expansion of bumping rights.

When employees exercise their priority hiring status rights, the City will provide the Union with a current list of all vacant budgeted positions at the City within five (5) working days from the date the employees exercise their priority hire status, with the mutual goal to offset a potential lay-off of the impacted employee(s).

When an employee secures a position with the City through the priority hire process, all reasonable measures will be taken to ensure and support a successful transition into their new position.

Section 5. Re-Employment List. The names of persons laid-off or who through bumping changed classification in accordance with the provisions of this Article shall be entered upon a re-employment list in seniority order. The person with the highest seniority on a division re-employment list for a particular classification when a vacancy exists in that classification in that division shall be offered the appointment. Names shall be carried on a re-employment list for a period of one (1) year from the date of separation from City services or change of classification through bumping. Upon re-employment within the one-year period, the employee's hire date of record at the time of layoff will be reinstated.

Section 6. Reinstatement. Employees laid off pursuant to Section 2 who are reinstated to regular position within sixty days shall retain the sick leave balance they had at the time of layoff.

Section 7. No representation unit employee will be laid off or remain on a re-employment list when intermittent hourly and seasonal hourly employees are performing substantially all the duties of the classification of the hourly employee receiving a layoff notice or on a re-employment list.

ARTICLE V. - PERSONNEL ACTIONS

Section 1. Probationary Period. Each new employee shall serve a probationary period of six (6) months of continuous employment calculated from the employee's date of hire in a covered classification and excluding all periods of leave and light duty assignments. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the acceptable standards of work. At least one written performance appraisal will be given each probationary employee on or before expiration of the probationary period. Normally, this appraisal will be given at the end of six months.

In the event of termination prior to successful completion of the probationary period, such terminated employee shall be given written notice of his/her termination with the reasons for the termination stated therein. The Human Resources Department shall, upon request, afford an interview in a timely fashion to the terminated employee for discussion of the reasons for termination. The employee may, upon request, be accompanied by a Union Representative. The interview shall not be deemed a hearing nor shall it obligate the City to reconsider or alter the termination action.

The parties agree that probationary employees shall have all rights under this Memorandum of Agreement, including full and complete access to the grievance procedure, save and except for instances of suspension, demotion or termination.

Section 2. Personnel Evaluations. Personnel evaluations will be given to employees as scheduled by Management. Personnel evaluations are not appealable subject to appeal through the grievance procedure but, in the event of disagreement over content, the employee may request a review of the evaluation with the next higher level of Management, in consultation with the Human Resources Department. For purposes of this review, the employee may be represented by the Union. Decisions regarding evaluation review shall be made in writing within ten (10) working days following the review meeting.

Section 3. Personnel Files. Records of all disciplinary actions shall be kept in the central personnel file. Employees shall be entitled to sign and date all action forms in their personnel files. Employees are entitled to review their personnel files upon written request or to authorize, in writing, review by their Union Representatives. An employee or the Union shall be allowed, upon reasonable request, copies of materials in an employee's personnel file relating to a grievance.

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Section 4. Release of Information. The City will only release information to creditors or other persons upon prior identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files is limited to verification of employment, length of employment and verification and disclosure of salary range information. Release of more specific information may be authorized by the employee in writing.

Section 5. Full Time Opportunities. Full time job opportunities for classifications within the Hourly unit and the Classified unit will be posted for at least ten (10) working days (Monday through Friday) prior to selection.

Outside recruitment may be used for full time openings and may begin at the time of posting, or any time thereafter.

Section 6. Equitable Rotation. In assigning employees to regular schedules or special assignments, transfer, standby, overtime, or time off selection, ability to perform the work, length of service and/or equitable rotation shall determine the assignments.

Section 7. Internal Eligibility. Non-probationary employees in the Hourly Unit are eligible to apply for any posted SEIU Classified Unit promotional employment opportunity. Such participation shall be on the same basis and on the same terms as applies to internal Classified Unit applicants, except as provided otherwise by the terms of the applicable City-SEIU Classified Unit MOA or other applicable agreement between the City and the SEIU Classified Unit. Unless otherwise provided by the City-SEIU Classified Unit MOA or other applicable agreement between the City and the SEIU Classified Unit, the seniority of an Hourly Unit applicant shall be determined by total hours worked divided by two thousand eighty (2080). The parties acknowledge that this paragraph will have effect only upon written agreement between the City and SEIU Classified Unit to permit its application and for the duration of such agreement.

ARTICLE VI - PAY

Section 1. Wages. Base wage rates and ranges of covered classifications are set forth in Appendix B (Salary Schedule) of this Memorandum of Agreement and reflect the following increases:

Effective the first full pay period following ratification by the City Council, the salary ranges of all represented classifications will be increased by four percent (4.0%).

Effective the first full pay period including July 1, 2024, the salary ranges of all represented classifications will be increased by four percent (4.0%).

Targeted Adjustments:

For external and internal wage alignment, the salary rates for the pay step level job classifications,

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shall be increased the first full pay period following adoption by the City Council, as described below:

- 2.5% Wage Increase:
 - o Arts and Science Professional (Aide, Technician, I – III) - H
 - o Custodial Aide - H
 - o Custodial Assistant – H
 - o House Manager – H
 - o Instructor (Aide, I – III) - H
 - o Maintenance Assistant - H
 - o Recreation Leader (I – III, Eliminate Aide as a classification) - H
 - o Stock Clerk – H
 - o Zoological Assistant – H
- 5% Wage Increase:
 - o Assistant Park Ranger - H
 - o Library Clerk - H
 - o Library Page - H
 - o Open Space Technician – H
- All of the remaining nine (9) SEIU-H Pay Step Level job classifications not listed above, will receive a 1% wage increase, as described below:
 - o Administrative Specialist I - H
 - o Administrative Specialist II - H
 - o Building Service Person - H
 - o Clerical Assistant – H
 - o Librarian - H
 - o Print Shop Assistant – H
 - o Project Construction Inspector -H
 - o Project Specialist – H
 - o Technical Specialist – H

The four (4) Minimum to Maximum Pay Range job classifications, will receive a 2.5% wage increase adjustment to the Minimum Pay Range only, the first full pay period following adoption by the City Council, as described below:

- o General Laborer -H
- o Inspector – H
- o Journey Level Laborer – H
- o Staff Specialist – H

Section 2. Step Increases. Hourly employees are to be given a performance review after six months from date of hire and annually thereafter; improvement, efficient and effective service will warrant a salary step increase. Subsequent salary reviews are based on performance

appraisals and will depend upon demonstrated satisfactory job performance. If an employee's performance evaluation is delayed past the employee's review date and the reviewing manager determines that the employee's demonstrated job performance warrants the step increase, the increase shall take effect retroactive to the employee's originally scheduled review date.

- (a) City Departments may elect to provide step level increases to a SEIU Hourly employee at any time during their employment with the City. The department may elect a merit step level increase based on an employee's outstanding job performance at any time.
- (b) Employees promoted within the SEIU Hourly classifications shall be placed at the closest wage step to their current hourly rate; this can never result in a loss in pay to the employee.

Section 3. Working Out of Classification. The term 'working out of classification', also referred to as WOC, is defined as a Management authorized assignment to a budgeted Hourly Unit position or a General Unit position on a temporary basis, wherein all significant duties are performed by an individual holding a classification within a lower compensation range.

The WOC position serves as a temporary measure to cover a vacancy in the Hourly Unit or the General Unit for a reasonable short-term timeframe. For any timeline extensions of the WOC position, the City and the Union will communicate via phone or e-mail and/or meet to discuss the status of the WOC extension. The Union agrees that it shall not unreasonably withhold agreement for a reasonable extension of a reasonable duration for any SEIU/City WOC position. The City agrees that it shall provide an ongoing recruitment effort pertaining to the vacant WOC position in a timely and reasonable manner.

Pay for working out of classification shall be as follows:

Employees appointed on a "working out of classification" basis will receive acting pay within the range of the higher classification beginning the first (1st) workday of the assignment.

Pay for working out of classification will be determined by the salary step of the higher classification which the employee would be compensated, if permanently appointed to that classification.

Employees in the working out of classification position, shall be placed at the closest higher pay step level to their current hourly rate.

Section 4. Direct Deposit. Beginning in the first pay period following union ratification and adoption of this Agreement by the City Council, the City shall directly deposit all paychecks for Unit employees in a financial institution of the employee's choice that accepts direct deposits and does not charge the City a fee(s) for direct deposit service. In the event that the employee fails to designate a financial institution for direct deposit of his or her payroll check, the employee

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shall pick up the check personally in the City's Administrative Services Department office on the next business day following payday at a pickup time designated by Administrative Services.

ARTICLE VII - HOURS OF WORK, OVERTIME

Section 1. Work Week and Work Day. The workweek for hourly employees shall be no greater than forty (40) regularly scheduled hours. An employee will work the hours assigned by the employee's supervisor. Overtime work must be approved by a supervisor prior to being performed.

Section 2. Overtime Work. An employee will receive overtime at the rate of time and one-half for all hours paid after 40 hours in a workweek.

Section 3. Work Shifts. Employees may be assigned to work shifts with scheduled starting and quitting times. For employees assigned to a regular work shift, should conditions necessitate a change in starting and quitting times, the Employee will be notified ten (10) working days in advance and permitted to discuss such changes with the City. The Employee may request the presence of his/her Union Representative at the meeting with the City. This however, shall not preclude the City's right to effect schedule changes dictated by operational necessity, nor shall this provision apply to day-to-day changes needed to cover short-term unexpected absences. This section does not apply to overtime scheduling.

Section 4. Lunch and Break Periods. Employees will be granted a minimum half hour (1/2 hour) unpaid meal break after five (5) hours of work, unless the entire shift is only six (6) hours, in which case the employer and employee may agree to forgo the meal break. If dictated by the operational needs of a department, and upon agreement by the City and the Union, employees may take an "on duty" lunch period which shall be counted as time worked.

All employees in the bargaining unit will be granted a paid rest period limited to fifteen (15) minutes during each full four (4) hours of work. Departments may make reasonable rules concerning rest period scheduling.

Section 5. Clean-Up Time. All employees whose work causes their person or clothing to become soiled shall be provided with reasonable time before lunch and at shift end for wash-up purposes.

Section 6. Call-Out Pay. Employees not otherwise excluded from receiving overtime pay and who are called out to perform work shall be compensated for at least two hours pay from the time of the call-out for each occurrence at the appropriate overtime rate.

ARTICLE VIII – UNIFORMS

The City will provide uniforms, coveralls or shop coats on a weekly basis, or as otherwise furnished, for the jobs and/or classifications that the City requires such apparel.

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Employees required to wear uniforms shall be provided suitable change rooms and lockers where presently provided.

Employee clothing seriously damaged or destroyed in conjunction with an industrial injury will be reasonably replaced by the City. Any other claims alleging City liability may be filed with the City Attorney.

The City shall reimburse employees 75 percent of the cost of job-required safety shoes upon verification of such purchase by the employee.

The City will provide rainy weather protection when and where appropriate.

The City and the Union will work through the Labor Management process to further develop guidelines for providing uniforms and reimbursements.

ARTICLE IX- HOLIDAYS

Section 1. Fixed Holidays:

January 1

Third Monday in January (Martin Luther King Day)

Third Monday in February

Last Monday in May

July 4

First Monday in September

Second Monday in October

Veterans' Day, November 11

Thanksgiving Day

Day after Thanksgiving

December 25

Either December 24 or December 31

- a) Employees who work a regular schedule shall receive holiday pay for the hours they would otherwise be scheduled to work, due to a closure on a Fixed City Holiday.
- b) Employees who work on a holiday that is an employee's regular scheduled workday, will receive time and one half for all hours worked on a holiday in addition to any regular holiday pay, for all hours worked on a holiday.
- c) Employees who work on a holiday that is an employee's non-regular scheduled workday, will receive time and one half for all hours worked on a holiday. Employees will not receive regular holiday pay.

- d) SEIU 521 Hourly Unit employee workdays are defined as Monday-Sunday.
- e) When a City Fixed Holiday falls on a weekend day, the City recognizes the Holiday on the weekday before or the weekday after the City Fixed Holiday.
- f) The following five (5) City Fixed Holidays may fall on weekend days:
January 1, July 4, Veterans' Day-November 11, December 25 and Either December 24 or December 31.
- g) Due to a closure on a City Fixed Holiday that falls on a weekend day, employees who are regularly scheduled to work weekend days and do not work on the weekday before or after the City Fixed Holiday, shall receive holiday pay for the hours they would otherwise be scheduled to work.
- h) Employees who work on a holiday that is an employee's regular scheduled weekend workday that falls on a City Fixed Holiday and do not work on the weekday before or after the City Fixed Holiday, will receive time and one half for all hours worked on a holiday in addition to any regular holiday pay for all hours worked on the holiday.
- i) Employees who work on a holiday that is an employee's non-regular scheduled weekend workday that falls on a City Fixed Holiday and do not work on the weekday before or after the City Fixed Holiday, will receive time and one half for all hours worked on a holiday. Employees will not receive regular holiday pay.

ARTICLE X- LEAVES

Section 1. Sick Leave and Personal Business Leave

a. Sick Leave

The City shall provide each employee with paid sick leave, earned on the basis of 0.03 hours for each hour paid. Sick leave shall be allowed and used in cases of actual personal sickness or for the care of an immediate family member, including a registered domestic partner, or disability, medical or dental treatment. A maximum of 15 hours per year of sick leave may be used to care for family members, including a registered domestic partner. There will be no pay out of sick leave upon the employee's termination. If an Hourly Unit member is hired into a permanent position in the General Employee bargaining unit, he or she will retain his or her accumulated sick leave balance.

b. Personal Business Leave

Effective January 1, 2015, up to ten (10) hours per year of sick leave may be used as authorized for Personal Business Leave.

Section 2. Floating Holiday

Effective January 1, 2024, the SEIU Hourly Unit employees shall be excused with pay for the hours they would otherwise be scheduled to work, for one (1) day within each calendar year, which is mutually agreed to by the employee and their supervisor.

The one (1) floating holiday will be deemed forfeited and have no cash value, if not used each calendar year.

Section 3. Jury Duty

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties for hours that they are regularly scheduled to work consistent with the requirements of the City's Merit System Rules and Regulations.

ARTICLE XI - VOTING TIME

When the employee is unable to vote outside the employee's work hours, time off with pay to vote in any general or direct primary election shall be granted as provided in the State of California Election Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.

ARTICLE XII -WORKERS COMPENSATION

Industrial Temporary Disability.

- (a) While temporarily disabled, employees shall be entitled to use accrued sick leave for the first three (3) days following the date of injury and thereafter shall be paid based upon hourly salary for a period not to exceed fifty-seven (57) calendar days, unless hospitalized, in which case employees shall be paid full base salary for a period not to exceed sixty (60) days from date of injury.
- (b) For any temporary disability continuing beyond the time limits set forth in (a) above, employees shall be paid two-thirds (66 2/3%) of their hourly salary at the time of injury for the duration of such temporary disability in conformance with the State law.
- (c) In case of Subsection (a) above, the employee will continue to accrue sick leave benefits. In the case of Subsection (b), sick leave benefits shall not be accrued.

ARTICLE XIII - BENEFIT PROGRAMS

Section 1. Medical Insurance Plan.

In lieu of providing a medical plan the City provides a medical stipend. This stipend does not apply and will not be payable to employees who are California Public Employee Retirement System annuitants already receiving medical benefits through that system. For the term of this agreement the medical stipend is set at the following amounts:

Effective the first full pay period following ratification by City Council, the medical stipend shall be increased by four and one half percent (4.5%) for a total of \$3.64 per hour in paid status.

Effective the first full pay period including July 1, 2024, the medical stipend shall be increased by four and one half percent (4.5%) for a total of \$3.80 per hour in paid status.

If the State of California or federal government adopt or mandate a plan that requires the City to pay in whole or in part for medical services or coverage for employees in the bargaining unit, the stipend provided in this paragraph shall be reduced or cease to the extent of required payments toward the state or federal plan, as applicable. Before implementation of a change, the City shall notify the Union of the amount of the offset and provide an opportunity to meet to discuss the calculation of the amount.

Such discussion shall occur within fifteen (15) working days after the City gives notice to the Union. The City's calculation of the amount of the offset shall be based on the aggregate number of hours worked in the bargaining unit during the fiscal year preceding that in which the state or federal plan takes effect.

The City and SEIU will continue to investigate the feasibility of providing Employees with access to medical insurance. Such information will be shared during negotiations for a successor Memorandum of Agreement.

ARTICLE XIV - RETIREMENT

Section 1. Part-time, Seasonal, Temporary (PST) Retirement Plan. Employees in the Hourly Unit shall participate in the City of Palo Alto PST Retirement Plan, except as described in section 2 below. The plan, summarized in Appendix C, was adopted by the City on June 25, 1994 as a retirement plan alternative for part-time, seasonal and temporary employees to replace Social Security and is currently administered by Public Agency Retirement Services ("PARS"). The City of Palo Alto does not deduct the social security portion of the FICA (Federal Insurance Contribution Act) tax. The City does deduct the Medicare portion of the FICA tax. All hourly employees are required to contribute 7.5% of their salary into the PST Retirement Plan.

Section 2. California Public Employees' Retirement System ("PERS").

PERS annuitants are excluded from participation in the P.S.T. Retirement Plan. Employees in the Hourly Unit who have previously participated in and remain members in the California Public Employee Retirement System ("PERS") or are otherwise required by law to be enrolled in CalPERS shall participate in P.E.R.S. to the extent required by law, in lieu of participation in the P.S.T. Retirement Plan. For example, CalPERS currently requires enrollment of most employees who work over 1000 hours in a fiscal year. Enrollment in CalPERS will be completed consistent with CalPERS rules and regulations.

Participation in CalPERS shall be under the retirement formula and cost share in effect at the time the employee is hired into the Hourly Bargaining Unit unless otherwise required by law. If any changes to the CalPERS cost share are negotiated by the City of Palo Alto and SEIU 521 Regular Unit, then those changes will apply to any SEIU hourly employees enrolled in the CalPERS system. The City and the SEIU 521 union will notify all SEIU hourly employees enrolled in the CalPERS system via written notification within 2 pay periods, when there are any changes to the CalPERS cost share.

Section 3. Retirement Contributions.

- a. PST Retirement Plan Contributions. Employees enrolled in the PST Retirement Plan shall contribute seven and one half percent (7.5%) of wages toward that Plan.
- b. PERS Employee Contributions. Employees enrolled in the PERS retirement system shall pay the full amount of the applicable employee contribution required by CalPERS for the PERS formula in which the employee is enrolled, as may be changed by CalPERS from time to time.
- c. Current contributions are as follows:
 - (1) 2.7% at 55 Formula: eight percent (8%)
 - (2) 2% at 60 Formula: seven percent (7%)
 - (3) 2% at 62 Formula: contribution required by the Public Employees' Pension Reform Act, calculated at fifty percent (50%) of the normal cost.
 - (4) 1% Cost share of employer contribution for all plans

ARTICLE XV -PARKING

Employees are covered by the City's administrative policy for Hourly parking permits, which includes the following provisions:

Permits will be issued for University Avenue Parking Structures only.

To be eligible for a parking permit, an hourly employee must work at least 2.5 hours per day for a consistent period of time (this assumes the need to walk back and forth to a garage). If the employee works less than 2.5 hours, they can park, without penalty, in downtown garages given the current 3 hour parking limit.

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The hourly employee must obtain a signed letter from his or her Department Head verifying the employee's "consistent" and greater than 2.5 hour schedule for a parking permit and submit the letter with the request for a parking permit.

The parking permit is issued and tracked by Revenue Collections, and is not transferrable.

The employee must return the parking permit to Revenue and Collections upon a change to less than a 2.5 hour consistent schedule or termination of employment.

ARTICLE XVI PHYSICAL EXAMINATIONS

If an employee who is required to have a City-provided physical examination not related to workers' compensation programs disagrees with the findings of the City-sponsored physician, he/she may consult with his/her own physician at his/her own expense and, if his/her private physician's report conflicts with that of the City physician in terms of ability to work at his/her regular job, then he/she may request an evaluation of his/her problem through a third physician mutually agreed upon by the employee and the City. Cost for the third examination will be equally shared and the decision of this physician concerning the continuing ability of the employee to perform his/her work in his/her regular job without exposing himself/herself to further injury as a result of his/her condition shall be the basis for returning the employee to his/her regular work.

ARTICLE XVII - SAFETY

Section 1. Health and Safety Provisions. The City shall furnish and use safety devices and safeguards and shall adopt use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe, in conformance with applicable safety regulations under the State Labor and Administrative Code sections.

The City shall not require or permit any employee to go to or be in any employment or place of employment which is not safe.

Section 2. Union will cooperate with the City by encouraging all employees to perform their work in a safe manner.

Section 3. Safety Committee. A Safety committee composed of Management and Union Stewards will meet no less than ten times annually to discuss safety practices, methods of reducing hazards, and to conduct safety training. This shall in no way remove the basic responsibility of safety from Management nor shall it in any way alter the responsibility of the employee to report unsafe conditions directly and immediately to his or her supervisor.

Three (3) Hourly employees will participate in the ten-member Citywide Union/Management safety committee with equal Union and Management membership that will meet, upon call, to review safety and occupational health standards and practices, discuss overall City safety and

health problems, and to act as an advisory group to the departmental safety committees. The committee shall review all departmental safety programs and recommend change where necessary. The three (3) Hourly participants shall report such time on timecards, using Internal Order 80005 or its successor in conjunction with a short-text entry describing the nature of the time spent (e.g. "City-wide Union-Management Safety Committee").

In cases of dispute over safe working conditions the employee will first report such unsafe conditions to his or her supervisor and every attempt will be made to rectify the problem at this level. The employee may contact his or her Steward to assist in the resolution of the dispute. If the problem cannot be resolved the Risk Manager will be contacted and the problem will be addressed through the interpretation of the basic safety rules and regulations. Should the problem not be resolved at this step, the grievance procedure will be used. Safety grievances shall be submitted at Step III.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1. The City and the Union recognize that early settlement of grievance or appeal of disciplinary actions is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or appeal of disciplinary action, or Union grievances as provided for below. In presenting a grievance or appeal of disciplinary action, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Release time for investigation and processing a grievance or appeal of disciplinary action is designated in Article IV of this Memorandum of Agreement (MOA).

Section 2. Definition. A grievance is:

- (a) An unresolved complaint or dispute regarding the application or interpretation of rules, regulations, policies, procedures, Memorandum of Agreement or City ordinances of resolution, relating to terms or conditions of employment, wages or fringe benefits, excluding however those provisions of this MOA 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 or appeal of disciplinary action procedure.
- (b) An appeal from a disciplinary action of any kind against an employee covered by this Memorandum of Agreement. Disciplinary action is defined as suspensions without pay, reductions in pay, demotion or discharge. Reprimands, transfers, reassignments, layoffs, and negative comments in performance evaluations are not considered discipline.

Section 3. Conduct of Grievance Procedure.

- (a) An aggrieved employee may be represented by the Union or may represent himself/herself in preparing and presenting a grievance at any level of review. Grievances

may also be presented by a group of employees. No grievance settlement may be made in violation of an existing merit rule or memorandum of agreement. The Union will be notified prior to the implementation of any settlement made which affects the rights or conditions of other employees represented by the Union. The Union and the Steward will be copied on all written representation unit grievance decisions.

- (b) An employee and the Representative Steward, if any, may use a reasonable amount of work time so long as there is no disruption of work, in conferring about and presenting a grievance. Requests for release time to prepare a grievance shall be made in accordance with the provisions of Article III, section 3. Beginning with the third step of the grievance procedure, the Chief Steward or Alternate Chief Steward may assist in presenting a grievance and may be present at all Step III, and IV grievance hearings.
- (c) The time limits specified in this Article may be extended by mutual agreement in writing of the aggrieved employee or the Union and the reviewer concerned.
- (d) Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- (e) The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.
- (f) If appropriate, the aggrieved employee(s) or the Union and the Department Head may mutually agree to waive Step I and/or Step II of the grievance procedure.
- (g) Grievances shall be made in writing and submitted on forms provided by the City or on forms which are mutually agreeable to the City and Union. The written grievance shall contain clear, factual and concise language including: (1) the name of the grievant, (2) a statement of the facts upon which the grievance is based, including relevant dates, times and places, (3) specific provisions of the Agreement or specific City rules, policies, or procedures which the party filing the grievance alleges has been violated; (4) a summary of any steps taken toward resolution, and (5) the action the grievant believes will resolve the grievance.
- (h) Any retroactivity on monetary grievances shall be limited to the date of occurrence, except in no case will retroactivity be granted prior to three months before the grievance was filed in writing.
- (i) If the grievance is filed by more than one employee in the bargaining unit, the Union may, at its option, convert it to a Union grievance after Step II of the grievance procedure. The Union may also file a grievance in those instances when, under this Memorandum of Agreement, a Union right not directly related to an individual employee becomes the

subject of dispute. Union grievances shall comply with all of the foregoing provisions and procedures.

- (j) For purposes of time limits, "working days" are considered to be Monday through Friday, exclusive of City holidays.
- (k) If a mutually agreed solution is reached during any step of this grievance procedure, the agreement shall be placed in writing and signed by the City and the grievant or union.
- (l) Upon request of either party, meetings to discuss the grievance shall be held at any step in the grievance procedure.

Section 4. Grievance Procedure.

Step I. Informal Discussion. Within fifteen (15) working days after the incident or discovery of the incident on which the grievance is based the aggrieved employee shall present the grievance action to his or her immediate supervisor and attempt to resolve the grievance through informal discussions. Every attempt will be made to settle the issue at this level.

Step II. If the grievance is not resolved through the informal discussion in Step 1, the employee will reduce the grievance to writing and submit copies to the Department head or his or her designee within fifteen working days of the discussion with the immediate supervisor.

The Department Head or designee shall have fifteen working days from the receipt of a written grievance to review the matter and prepare a written statement.

Step III. If the grievance is not resolved and/or the aggrieved employee is not satisfied with the Step II decision, the grievant or disciplined employee may appeal to the Human Resource Director or his or her designee in writing within fifteen working days of the receipt of the Department Head's response. The written appeal to the Human Resources level shall include a copy of the original grievance, the Department Head's decision at Step II, and a clear statement of the reasons for appeal.

Within fifteen working days, after receiving the written appeal, the Human Resource Director shall review the matter and prepare a written statement. If a mutually agreed solution is reached during this process the agreement shall be placed in writing and signed.

Step IV. If a grievance as defined under 2(a) above is not resolved at Step III, the aggrieved employee may choose between final and binding resolution of the grievance through appeal to the City Manager or through appeal to final and binding arbitration. For the term of this Memorandum of Agreement, appeals to final and binding arbitration may be processed only with Union approval. All Step IV appeals must be filed in writing at the Human Resources Department

Office within fifteen working days of receipt of the Human Resource Director's decision at Step 3.

If the grievant or appellant elects final and binding resolution by the City Manager, the City Manager will choose the methods he or she considers appropriate to review and settle the grievance or appeal of disciplinary action. The City Manager shall render a written decision to all parties directly involved within fifteen working days after receiving the grievant/appellant's appeal.

If the grievant/appellant elects final and binding arbitration in accordance with this provision, the parties shall mutually select an arbitrator within 90 days from the date of receipt of the written request for appeal. In the event the parties cannot agree on an arbitrator, they shall mutually request a panel of five arbitrators from the California State Conciliation Service or from the American Arbitration Association if either party objects to the State Conciliation Service, and select an arbitrator by the alternate strike method.

The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Memorandum of Agreement and such Merit System Rules, regulations, policies, procedures, City ordinances, resolutions relating to terms or conditions of employment, wages or fringe benefits, as may hereafter be in effect in the City insofar as may be necessary to the determination of grievances or appeal of disciplinary action appealed to the arbitrator. The arbitrator shall be without power to make any decision contrary to, or inconsistent with or modifying in any way, the terms of this Memorandum Of Agreement, grant wage increases or decreases, or to decide matters of interest.

The arbitrator shall be without authority to require the City to delegate or relinquish any powers which by State law or City Charter the City cannot delegate or relinquish. Where either party seeks arbitration and the other party claims the matter is not subject to the arbitration provisions of this Memorandum of Agreement, the issue of arbitrability shall first be decided by the arbitrator using the standards and criteria set forth in Article XX and without regard to the merits of the grievance or appeal of disciplinary action. If the issue is held to be arbitrable, the arbitration proceedings will be recessed for up to five working days during which the parties shall attempt to resolve the grievance. If no resolution is reached, the arbitrator will resume the hearing and hear and resolve the issue on the merits.

Copies of the arbitrator's decision shall be submitted to the City, the aggrieved employee and the Union. All direct costs emanating from the arbitration procedure shall be shared equally by the City and the aggrieved employee or the Union.

A grievance as defined under Section 2(b) above (demotion, suspension, reduction in pay or termination) that remains unresolved after the conclusion of step III of the grievance procedure, shall be reviewed by a City Hearing Officer. Appeals to a City Hearing Officer must be filed with the Human Resources Director in writing within fifteen (15) working days of the receipt of the

Step III Grievance response. Within sixty (60) working days, the City Hearing Officer shall review the matter, hold a hearing with the City and the affected worker, and prepare a written recommendation to the City Manager.

The City Manager shall issue a final and binding decision within fifteen (15) working days after receipt of the City Hearing Officer's recommendation. The City Manager may accept, reject or modify the City Hearing Officer's recommendation. The City Manager's decision shall be final, binding and not be subject to further appeal.

ARTICLE XIX - UNSATISFACTORY WORK OR CONDUCT AND DISCIPLINARY ACTION

Section 1. Right to Discipline

The City has the right to discipline, demote, or discharge employees for cause.

Section 2. Written Notice

Non-probationary employees whose work or conduct is unsatisfactory but not sufficiently deficient to warrant discipline, demotion, or discharge will be given a written notification of unsatisfactory work or conduct and an opportunity to improve. Failure to correct deficiencies and improve to meet standards may result in discipline, demotion, or discharge. Discipline is defined as suspensions without pay, reduction in pay, demotion, or discharge. Reprimands, transfers, reassignments, layoffs, and negative comments in performance evaluations are not discipline and shall not be subject to the requirements of this Article.

Section 3. Preliminary Notice of Discipline. Prior to imposing disciplinary action involving a disciplinary suspension, demotion, reduction in pay, or discharge of a non-probationary employee, a supervisor shall provide an employee with preliminary written notice of the proposed disciplinary action. The notice of proposed disciplinary action must be in writing and served on the employee in person or by registered mail or Fed-Ex. The notice of disciplinary action shall include:

- (a) Statement of the violations upon which the disciplinary action is based.
- (b) Intended effective date of the action.
- (c) Statement of the cause thereof.
- (d) Statement in ordinary and concise language of the act or the omissions upon which the causes are based.
- (e) Copies of any documents or other written materials upon which the disciplinary action was fully or in part based.

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(f) Statement advising the employee of his/her right to appeal from such action, and the right to Union representation.

(g) The date and/or the procedure for responding to the notice.

Section 4. Skelly Meeting. The employee who receives a notice pursuant to section 3 above shall have the right to respond informally to the charges either verbally or in writing before the discipline is imposed. The employee shall have fifteen (15) days from receipt of the notice to request this pre-disciplinary administrative review. The employee may request a reasonable extension of the time to respond for justifiable reasons. The Skelly meeting to listen to the verbal responses shall be scheduled with a City representative who is not the manager recommending the discipline (the "Skelly Officer"). The Skelly Officer shall render a final written decision (the "post-Skelly decision") within fifteen (15) days of receiving the employee's response, if any, and shall deliver the post-Skelly decision to the employee by personal delivery or registered mail to the employee's last known address on file with the Human Resources Department. The Skelly Officer may sustain, modify, or overturn the recommended disciplinary action. If the Skelly Officer sustains or modifies the disciplinary action, the action may be imposed after the post-Skelly decision is delivered to the employee.

ARTICLE XX – NO ABROGATION OF RIGHTS

The parties acknowledge that Management rights as indicated in Section 1207D of the Merit System Rules and Regulations and all applicable State laws are neither abrogated nor made subject to negotiation by adoption of this Memorandum of Agreement.

ARTICLE XXI – OUTSIDE EMPLOYMENT

The provisions of Article 4.7 of the Government Code of the State of California will govern the determination of incompatible outside employment.

ARTICLE XXII PROMOTIONAL/CONVERSION OPPORTUNITIES

The City and Union will meet on a quarterly basis to review the possibility of converting long term ongoing temporary-hourly positions to regular status. A part of such a meeting may be a discussion regarding promotional opportunities of Hourlies to Classified positions.

ARTICLE XXIII – PROVISIONS OF THE LAW

Section 1. This Memorandum of Agreement is subject to all current and future applicable Federal and State laws and Federal and State regulations and the Charter of the City of Palo Alto and the Constitution of the State of California.

Should any of the provisions herein contained be rendered or declared invalid by reason of any existing State or Federal legislation, such invalidation of such part or portion of this

Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

Section 2. The City and the Union agree by signing this Memorandum of Agreement that the wages, hours, rights and working conditions contained herein shall be continued in full force during the term of this Memorandum of Agreement except as otherwise provided for in the Memorandum of Agreement and shall be binding on both the City and the Union upon ratification by the Council of the City of Palo Alto and upon ratification by Union membership.

ARTICLE XXIV – COST REDUCTION PROGRAMS

During the term of this agreement, the Union will aggressively assist Management in developing cost reduction programs. Such programs may include voluntary reduced hours/pay after this concept is studied by Management, and with such application as may be approved by Management.

ARTICLE XXV – TERM

This Memorandum of Agreement shall take effect on ratification and signing by the parties, and shall expire on June 30, 2025. Either party may serve written notice upon the other party during the period between ninety and sixty days prior to its expiration date, of its desire to amend this Memorandum of Agreement. If, at the time this Memorandum of Agreement would otherwise terminate, the parties are negotiating a new Memorandum of Agreement, upon mutual agreement of the Union and the City Manager the terms and conditions of this Memorandum shall continue in effect.

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EXECUTED:

FOR LOCAL 521, SEIU:

Angel Jose Picon
SEIU Worksite Organizer

Bunny Bornstein
Chief Steward

Marlon Kasberg
Bargaining Team Member

FOR CITY OF PALO ALTO:

Ed Shikada
City Manager

Sandra Blanch
Human Resources Director

Tori Anthony
Manager Employee Relations

Sandhya Uthup
Human Resources Representative

Appendix A

Job Classifications for SEIU Hourly Unit Personnel

Administrative Specialist I - H

Performs administrative work that requires advanced skills or knowledge in support of a department/division or program.

Administrative Specialist II – H

Performs more complex administrative work that requires advance skills or knowledge in specialized software programs and data analysis in specialized areas in support of a department/division or program. Two years of experience equivalent to that of an Administrative Specialist I.

Arts & Science Aide - H

Under general supervision, performs general unskilled and some semiskilled tasks in support of theater, arts and museum programs.

Arts & Science Professional I - H

Under general supervision, performs highly skilled jobs in support of performing and visual arts. Examples would include exhibit design and installation, graphic design, exhibit mechanical and electrical design, exhibit problem solving, installation and maintenance, materials and parts sourcing for exhibits, managing outsourced custom fabrication of specialty parts, and working with Arts & Sciences Producers on design of exhibits, theater scenery, costume & lighting design and direction, studio supervision, development of educational programs, etc.

Arts & Science Professional II - H

Under limited supervision, performs highly specialized jobs in support of performing and visual arts. Examples would include exhibit design and installation, graphic design, exhibit mechanical and electrical design, exhibit problem solving, installation and maintenance, materials and parts sourcing for exhibits, managing outsourced custom fabrication of specialty parts, and working with Arts & Sciences Producers on design of exhibits, theater scenery, costume & lighting design and direction, studio supervision, development of educational programs, etc. Two years of experience equivalent to that of an Arts & Science Professional I.

Arts & Science Professional III - H

Independently performs highly specialized jobs in support of performing and visual arts. Examples would include exhibit design and installation, graphic design, exhibit mechanical and electrical design, exhibit problem solving, installation and maintenance, materials and parts sourcing for exhibits, managing outsourced custom fabrication of specialty parts, and working with Arts & Sciences Producers on design of exhibits, theater scenery, costume & lighting design and direction, studio supervision, development of educational programs, etc. Five years of experience equivalent to that of an Arts & Science Professional I. May require lifting up to 15 pounds

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Arts & Science Technician - H

Under supervision, performs paraprofessional and skilled support to a specific performing or visual arts program area such as lighting, props, building, painting, stitching – etc.

Assistant Park Ranger - H

Positions requiring at least 2 years of experience and specialized skills or advanced certificates for First Aid, CPR, and heavy equipment operation. Prior experience as an open space technician or park aide is essential.

Building Serviceperson – H

Under limited supervision, performs custodial duties and other related work as required to maintain City buildings and facilities in a clean and orderly condition. Members of this classification may be assigned to perform either public works duties or park duties. Two years of experience equivalent to that of a Custodial Assistant.

Clerical Assistant - H

Under supervision, performs routine and repetitive computer inputting and clerical tasks, and performs related work as required. May require cash handling.

Custodial Aide - H

Under close supervision, this entry-level position performs basic custodial duties as required to maintain City buildings and facilities, performs room set-ups and take-downs, and other related work.

Custodial Assistant - H

Under general supervision, performs custodial duties and other related work as required to maintain City buildings and facilities in a clean and orderly condition. Members of this classification may be assigned to perform either public works duties or parks duties.

General Laborer – H

Performs general manual tasks. Performs various types of manual labor as needed. Possesses knowledge of commonly-used concepts, practices, and procedures within a particular field. Performs tasks in conformance within pre-established instructions. Works under general supervision. Uses very limited independent judgment similar to that expected of an apprentice-helper level laborer, consistent with pre-established instructions. May report to a lead worker, but typically reports to a supervisor.

Requires a high school diploma or its equivalent with 1 year of related experience.

Salary to be determined – an hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

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House Manager - H

Facility supervisor of special events, productions, concerts, rentals – etc. Involves high public contact and customer service, including enforcement of rules and regulations. May included set-up of events.

Inspector – H

Provides inspections for capital and maintenance work, buildings and structures in any stage of construction, alteration or repair. Ensures compliance with standard construction practices, approved plans and specifications, governing laws and City ordinances. Prepares and maintains records of inspections, contractor's daily activities, verification of materials and quantities used, notification to and contact with the residents in the project area, violation notices, investigations and other related data and information.

Salary to be determined – Minimum base of \$26.87. An hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

Instructor Aide - H

Under general supervision, performs administrative work in support of Instructors in areas such as course preparation, classroom assistance and related activities. May require lifting up to 15 pounds.

Instructor I - H

Under general supervision, prepares classes, programs and camp curriculum, presents classes and field trips for schools and family audiences, and provides assignments to Instructor Aides and volunteers. Requires previous teaching experience. Requires prior in-depth knowledge of the disciplines to be taught. May require lifting up to 15 pounds.

Instructor II - H

Under limited supervision, prepares classes, programs and camp curriculum, presents classes and field trips for schools and family audiences, and provides assignments to Instructor Aides and volunteers. Requires at least two years of experience equivalent to that of an Instructor I. May require lifting up to 15 pounds.

Instructor III-H

Independently prepares classes, programs and camp curriculum, presents classes and field trips for schools and family audiences , and provides direction and mentoring for Instructor Is and IIs, Aides and volunteers. Serves in a leadership capacity within the department. Requires at least 4 years of teaching experience and in-depth knowledge of the disciplines to be taught. May require lifting up to 15 pounds.

Journey-Level Laborer – H

Performs various tasks involving physical labor in or on buildings, construction sites, demolition sites, streets, sidewalks, or on other construction projects. May operate hand and power tools of all types (e.g. air hammers, earth tampers, cement mixers, small mechanical hoists, surveying

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and measuring equipment, and various other equipment and instruments). May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove hazardous waste materials; may assist other craft workers. Uses independent judgment similar to that expected of a journey level laborer, within pre-established instructions similar to and consistent with industry practices for journey level laborers. Works under general supervision. Typically reports to a lead worker or supervisor.

Requires a high school diploma or its equivalent with 1-3 years of related experience.

Salary to be determined – an hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

Librarian - H

Under supervision, assists customers with reference inquiries, provides instruction in the use of library resources and equipment; shelves materials and assists with core management or organization of materials.

Distinguishing Characteristics:

The Librarian classification is the professional entry level classification within the Library Division. The Librarian has the professional knowledge to identify, develop, interpret, and evaluate all policies, procedures, programs and services to ensure the best quality of service to public library users. It is a broad classification which covers a variety of work situations which require expertise in areas of primary responsibility, as well as in common areas such as materials selection, public library service and in computerized information systems. Significant portion of workday includes direct public contact. Work hours may include early mornings, evenings and weekends.

ESSENTIAL DUTIES:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Performs routine circulation tasks required to directly serve public, including registering and maintaining files of borrowers; interpreting customer accounts and checking in and out library materials via computerized equipment; accepting, payments for fines, bills, fees; assisting customer with inquiries regarding availability and status of items in collections, and interviewing and assisting users regarding circulation accounts and services. Refers circulation problems to circulation staff or manager.
- May conduct library programs for children and adults; conduct tours and classes.
- May conduct reference interview and analyze, interpret and answer inquiries utilizing resources in Palo Alto Libraries as well as other libraries and the community, referring unusual questions to a Senior Librarian (Librarian II) or supervisor; assist customers in use of facility including catalog, indexes, reference books and technology.

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- Performs library programming, including planning, coordination, promotion and the conduct of programs; cooperates with other City departments, community and library groups with program co-sponsorship.
- Prepares displays to market the library's collection; may write regular newsletter articles, book reviews and program announcements for e-newsletters and publications; assists with social media.
- May update library web pages; update online calendars; contribute calendar items to community organizations and data bases.
- Selects and de-selects library materials in one or more subject areas based on knowledge of budget available, collection size, analysis of community past usage patterns and other criteria; processes discarded materials.
- Assist with recruits, interviews, schedules, trains, initiates and coordinates, work of clerical, paraprofessional, temporary and/or volunteer staff as assigned.
- May collect, maintain and report statistical records for a variety of library measures.
- As directed, performs copy and original cataloging and classification efficiently utilizing online computerized cataloging system; assigns access points for materials; establishes new bibliographic computer records in accordance with recognized standards.
- Maintains specific library collections and equipment including housing, physical maintenance and arrangement.

MINIMUM QUALIFICATIONS:

Sufficient education, training and/or work experience to demonstrate possession of the following knowledge, skills, and abilities which would typically be acquired through:

- Master's Degree in Library and Information Science or related education preferred.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to work effectively with public and co-workers in variety of circumstances. Ability to work with wide variety of people.
- Knowledge of alphabetical and numerical filing systems.
- Knowledge of the library catalog.
- Ability to work varied schedule including early mornings, evenings and weekends
- Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for extended periods of time and operating assigned library equipment.
- Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

WORKING CONDITIONS / PHYSICAL REQUIREMENTS:

Work in a library environment with the public, maintaining a professional appearance; sustained posture in a standing, walking or seated position for prolonged periods of time; perform bending, lifting, crouching and pushing items weighing up to 50 pounds; perform repetitive small hand and

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arm motions for prolonged periods of time; may travel to other library facilities; exposed to computer screens for prolonged periods of time.

Library Clerk - H

Under close general supervision performs technical and clerical tasks; assists customers with their accounts; shelves materials; performs technical and clerical tasks as assigned.

Distinguishing Characteristics:

Library Clerk is a classification found in the Library Department and is distinguished by the performance of various technical and clerical duties under general supervision. Work hours may vary and include nights and weekends. Includes direct public contact. Some previous knowledge of library operations required.

ESSENTIAL DUTIES:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- May answer customers' questions.
- Checks in/out items; performs standard, holds, special handling and sorts; issues library cards.
- Works at the Accounts Desk; handles customer accounts and fines; provides computer assistance; performs shelving.
- May assist customers with library technology.
- Maintains computer files for library materials; adds, deletes and updates information.
- Data enters bibliographic data into the online library system.
- Communicates with vendors to request approved items or to ask questions; refers further communications to the supervisor.
- Accepts and unpacks deliveries and shipments of library materials; checks for accuracy; returns incorrect or damaged materials to vendors.
- Receives and invoices materials into the library's computer system.
- Performs RFID tagging Performs shelf reading.
- Assists in the setup of programs; performs program cleanup.
- Processes LINK+ items and locates items listed on hold for the library branch or on reserve for LINK+.
- Assists with special projects and programs.
- May perform mail delivery.
- Provides basic assistance to customers.
- Performs related duties and responsibilities as required.

MINIMUM QUALIFICATIONS:

Sufficient education, training and/or work experience to demonstrate possession of the following knowledge, skills, and abilities which would typically be acquired through:

- High school diploma or equivalent and 6 months experience working in a library

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KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to work effectively with public and co-workers in variety of circumstances. Ability to work with wide variety of people.
- Knowledge of library procedures and item shelving structure.
- Knowledge of alphabetical and numerical filing systems.
- Knowledge of a personal computer and various software applications.
- Knowledge of effective customer service.
- Ability to use the library catalog.
- Ability to perform cash handling and use a cash register.
- Ability to perform basic mathematical calculations.
- Ability to work varied schedule including mornings, evenings and weekends
- Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for extended periods of time and operating assigned library equipment.
- Ability to work varied schedule including early mornings, evenings, and weekends. Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

WORKING CONDITIONS / PHYSICAL REQUIREMENTS:

Work in a library environment with the public; maintains a professional appearance; sustained posture in a standing, walking or seated position for prolonged periods of time; perform bending, lifting, crouching and pushing items weighing up to 50 pounds; perform repetitive small hand and arm motions for prolonged periods of time; may travel to other library facilities; exposed to computer screens for prolonged periods of time.

Library Page - H

Under close supervision, shelves materials; performs routine clerical and support tasks as assigned.

Distinguishing Characteristics:

Library Page is a classification found in the Library Department and is distinguished by the performance of routine clerical duties under supervision. Work hours may vary and include nights and weekends. May include direct public contact. No previous knowledge of library operations required.

ESSENTIAL DUTIES:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Shifts collections; pulls or weeds items; performs sweeps.
- Returns library materials to the shelves.

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- Performs RFID tagging
- Performs shelf reading.
- Assists in the setup of programs; performs program cleanup.
- Processes LINK+ and locates items listed on hold for the library branch or on reserve for Link+
- Performs general cleaning and organization of the library's areas.
- Assist with open and close procedures.
- May assist with special projects and programs.
- Performs mail delivery.
- May provide directional assistance to customers.
- Works with Automated Materials Handling machine; moving and sorting bins, and sorting returned items.
- Performs related duties and responsibilities as required.

MINIMUM QUALIFICATIONS:

Sufficient education, training and/or work experience to demonstrate possession of the following knowledge, skills, and abilities which would typically be acquired through:

- No experience necessary.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to work effectively with public and co-workers in variety of circumstances. Ability to work with wide variety of people.
- Knowledge of alphabetical and numerical filing systems.
- Knowledge of the library catalog.
- Ability to work varied schedule including early mornings, evenings and weekends
- Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for extended periods of time and operating assigned library equipment.
- Ability to communicate with others and to assimilate and understand information, in a manner consistent with the essential job functions.
- Ability to operate assigned equipment.
- Ability to make sound decisions in a manner consistent with the essential job functions.

WORKING CONDITIONS / PHYSICAL REQUIREMENTS:

Work in a library environment with the public, maintains a professional appearance; sustained posture in a standing, walking or seated position for prolonged periods of time; perform bending, lifting, crouching and pushing items weighing up to 50 pounds; perform repetitive small hand and arm motions for prolonged periods of time; may travel to other library facilities; exposed to computer screens for prolonged periods of time.

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Maintenance Assistant - H

Under general supervision, responsible for skilled and semiskilled tasks in one or more of the following areas:

- Landscape and turf maintenance of parks and golf courses, including tree maintenance and turf renovation
- City building and facilities
- City streets, sewers, and storm drains
- City vehicles and equipment

Performs related tasks as required. Requires experience with power equipment and a valid California driver's license. May require drug testing.

Open Space Technician - H

Under general supervision performs work assignments in Parks and Open Space areas that assist in the protection, preservation and maintenance of Palo Alto open space lands. Entry-level positions that require familiarity with power tools such as weed whips and chain saws.

Print Shop Assistant - H

Under supervision, provides assistance in the Print Shop in duplication, finishing work, mail distribution and other support function duties, often under tight deadlines.

Project Specialist - H

Support for and administrative tasks related to City programs and projects on an ongoing basis, requiring technical and administrative skills such as scheduling, research and report writing, project development and design, ongoing project implementation and administration, and budget tracking and conformance.

Recreation Leader I - H

Entry level positions that do not require previous experience including:

- Teen leaders
- Gymnastics Instructors
- Sports camp assistants
- Special event Assistants
- Summer camp counselors
- Coaches

Recreation Leader II - H

Positions require at least one season of experience and certifications in a related field including:

- Sports Camp Leaders (CPR and First Aid)
- Sport Officials (CPR and First Aid)

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Assistant Pool Manager
Senior Swim Instructor/Lifeguard
Summer camp assistants
Coaches

Recreation Leader III - H

Positions require at least 2 years of experience and specialized skills or advanced certifications in a related field including:

Summer Camp Leaders
Teen Outreach Leaders
Coaches
Substitute Teachers
Sports Camp Leaders (CPR and First Aid)
Sport Officials (CPR and First Aid)
Pool Manager
Gymnastic/Dance Instructors (Recreation Leader II requirements and Safety Certification and one of the following certifications: Professional Development Program II, Kinder Accreditation for Teachers or Movement Education and Learning Development.)

Staff Specialist – H

Under limited supervision, performs professional work requiring specialized knowledge or training in a specific field in support of a City program or organizational unit. The work performed is generally varied in character and similar to or equally complex to that of a career position, but is not managerial.

Salary to be determined – an hourly rate above \$50/hour must be approved by the Director of Human Resources before the City extends an offer of employment.

Stock Clerk - H

Under supervision, performs a variety of inventory maintenance functions including receiving, storing, and delivering supplies. Includes maintaining and reviewing computerized inventory records; performs other related work as required.

Swim Instructor/Lifeguard - H

Monitors pool activities to enforce regulations and prevent accidents, rescue swimmers in distress, conducts swimming lessons in accordance with American Red Cross or other national recognized aquatics programs and performs other related duties as required. Certificates in Lifeguard Training, First Aid and CPR required.

Technical Specialist - H

Under general supervision, responsible for work that requires technical skills associated with one or more of the following areas: drafting/CAD, electronics, computer systems, engineering, environmental science, or planning.

Zoological Assistant - H

Under supervision, performs assignments that assist in the maintenance, control, and shelter of animals in the zoo and other City facilities.

Appendix B- Salary Schedule

Appendix C

Public Agency Retirement System ("P.A.R.S.") Plan

City of Palo Alto PST (Part-time, Seasonal and Temporary) Employees Retirement Plan

As of the effective date of this contract, the City contracts with the Public Agency Retirement Services Alternate Retirement System (PARS ARS) to provide an alternative plan to Social Security for members of this Unit. The main components of the plan include:

- Enrollment in the PARS 457 retirement plan is automatic for eligible employees (excludes employees previously enrolled in CalPERS).
- All contributions are pre-tax and invested
- Employees receive an annual statement of gains and losses
- Employees may become eligible to receive their account balance when one of the following events occur:
 - Termination of employment
 - Retirement
 - Permanent or total disability
 - Death
 - Changed employment status to a position covered by another retirement system
- An employee may elect either:
 - a one-time lump sum cash payment, which may be subject to federal and/or state income tax withholding, OR
 - A direct rollover without tax withholding to a traditional IRA or an eligible plan that accepts rollovers [e.g. 403(b), 457(b), 401(k)]

A copy of the Plan Document is on file in Human Resources and may be reviewed upon advanced request. For questions or additional information, contact PARS at 800-540-6369.