

RESOLUTION NO. 90-160

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF EL PASO DE ROBLES AND
THE PASO ROBLES CITY EMPLOYEE'S ASSOCIATION
LOCAL 817, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

WHEREAS, the Government Code of the State of California prescribes a procedure for resolving matters regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the City of El Paso de Robles has met and conferred in good faith with the Local 817 Service Employees International Union ("S.E.I.U.") Paso Robles Chapter General Services Bargaining Unit for the purpose of discussing wages, benefits, and other conditions of employment; and

NOW, THEREFORE, BE IT RESOLVED that the Paso Robles City Council hereby approves Exhibit A to this Resolution, a Memorandum of Understanding between the City and Local 817 Service Employees International Union Paso Robles Chapter General Services Bargaining Unit, for a period of not less than 24 months commencing September 30, 1990, and authorizes the City Manager, as Employee Relations Officer, to enter into said agreement on behalf of the City; and

BE IT FURTHER RESOLVED that the City adopt the compensation plan for classifications represented by Local 817 Service Employees International Union Paso Robles Chapter General Services Bargaining Unit, attached as Appendix I to the Memorandum of Understanding.

On motion by Councilperson Russell and seconded by Councilperson Reneau, the foregoing resolution is hereby adopted in its entirety on the following vote:

AYES: Russell, Reneau, Martin and Iversen
NOES: None
ABSENT: Picanco

this 24th day of September, 1990.

CITY OF EL PASO DE ROBLES

BY: 
CHRISTIAN E. IVERSEN, Mayor

ATTEST:


JERRY BANKSTON, City Clerk

EXHIBIT A:

As adopted by Resolution No. 90-160,
September 24, 1990

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES CITY EMPLOYEES' ASSOCIATION,
LOCAL 817, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

September 30, 1990 - September 30, 1992

TABLE OF CONTENTS

	<u>SUBJECT</u>	<u>PAGE</u>
1.	Term	1
2.	Salary Schedules	1, Appendix I
3.	PERS Contribution	1
4.	Paychecks	1
5.	Hours of Work and Overtime	2
6.	Meal and Rest Periods	2
7.	Insurance	3
8.	Uniforms	3
9.	Safety Shoes	4
10.	Vacation Leave	4
11.	Vacation Buy Back	5
12.	Holidays	5
13.	Bereavement Leave	6
14.	Standby Pay	6
15.	Retirement Plan	6
16.	Sick Leave	6
17.	Dues Deduction	7
18.	Union Stewards	8
19.	Union Access to Work Locations	8
20.	Advancement in Salary	9
21.	Jury Duty	10
22.	Grievance Procedure	10
23.	Health Care Committee	12
24.	Callback	12
25.	Contracting Out	13

26.	Management Rights	13
27.	No Strike	14
28.	Hazardous Chemicals	14
29.	Mileage	14
30.	Stolen Property	14
31.	Video Display Terminals	15
32.	Performance Rating System and Denial of Step Increase	15
33.	Education Reimbursement Policy	16
34.	Personnel Rules	16
35.	Drug Free Workplace Act	16
36.	Flexible Staffing	16
37.	Annual Physicals	17
38.	Child Care	17
39.	Full Understanding	17

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EL PASO DE ROBLES
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LOCAL 817, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

September 30, 1990 - September 30, 1992

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of the Memorandum of Understanding shall be for 24 months commencing September 30, 1990, and thereafter shall continue from year to year with either party requesting modification by July 15, 1992, or any year thereafter, in which event, meeting and conferring shall commence no later than August 15, 1992.

2. SALARY SCHEDULES

Effective September 30, 1990, unit classifications shall be assigned to salary ranges as presented in Appendix I. The ranges shown reflect the following:

A. A 5.5% general wage adjustment, effective the first full pay period in October 1990, with an additional 5.5% adjustment effective the first full pay period in October 1991.

B. Equity adjustments as reflected in Appendix I, with all increases rounded to the nearest one-half percent (pay range). Equity adjustments are effective as indicated in the first full payroll period in October, 1990 and/or October, 1991.

3. P.E.R.S. CONTRIBUTION

The City shall pay the employee's seven percent (7%) Public Employees Retirement System (P.E.R.S.) contribution. The funds contributed shall continue to be considered the employee's contribution under P.E.R.S. reporting regulations.

4. PAYCHECKS

During the term of this Memorandum of Understanding the City will pay regular checks on a bi-weekly basis. Regular checks shall be available at the end of each shift, but not before noon, on the Friday one week following the end of each pay period.

The City will make every reasonable effort to correct paycheck errors as soon as possible. When paychecks are issued on a Friday, employees shall be given the opportunity to see or be told of the amount of their paycheck at noon in order to have a reasonable time to have errors corrected. The foregoing shall not be interpreted to allow any disruption of normal work schedules and/or procedures.

5. HOURS OF WORK AND OVERTIME

The normal working schedule for full-time employees shall be eight (8) hours per day or forty (40) hours per week. This shall not be construed to mean that an employee is guaranteed eight hours per day or forty hours per week. One (1) hour off for lunch shall not be considered duty time. At the discretion of the Department Head, those employees under his/her assignment may have a thirty (30) minute lunch period. The duration of the lunch period shall begin when work stops at the work site and ends when work resumes at the work site. All authorized time worked in excess of forty (40) hours per week, or on a holiday recognized in this Memorandum of Understanding shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular base hourly rate of pay. "Time worked" shall include holidays, jury duty, sick leave, bereavement leave, and previously-scheduled vacation and compensatory time off for purposes of this paragraph. Overtime of less than twenty (20) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour. For the purpose of computing overtime payments under the Fair Labor Standards Act, the work week for non-exempt positions shall be a seven (7) day period beginning at 12:01 A.M., Sunday and ending at 12:00 midnight Saturday.

At the request of any employee eligible for overtime pay, his/her supervisor may provide that, in lieu of any cash payment for any overtime, he/she may be allowed compensatory time off with pay at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Any such time shall be taken at a time mutually agreed upon by the employee and his/her supervisor. The maximum accrual of compensatory time off shall be twenty-four (24) hours. In the event that such time off is not taken by the employee, he/she shall be given cash payment for the overtime worked at the overtime rate based on his/her salary at the time the overtime was worked.

6. MEAL & REST PERIODS

Except for personnel assigned to continuous operations, a meal period shall be provided all employees to be scheduled approximately midway through the regular workday. This period shall not constitute paid time and shall be no less than 30 minutes.

SEIU MOU 9/30/90 - 9/30/92

Two (2) paid rest periods of ten (10) minutes each may be provided all employees during each half of their regular eight-hour workday.

7. A. LIFE INSURANCE

During the term of this Memorandum of Understanding, the City shall pay to the insurance carrier 100% of all employee's premiums payable. All eligible employees shall be covered by a \$15,000 coverage plan with double indemnity. Effective October, 1991, employee coverage shall be increased to Twenty-five Thousand Dollars (\$25,000) with double indemnity.

B. CURRENT MAJOR MEDICAL AND HOSPITALIZATION INSURANCE

The City agrees to maintain medical benefits as they currently exist under the City's contract with New England Life Insurance Company. The City agrees to pay the following amount toward health care coverage: Employee only \$122.01; employee and dependant, \$256.44. For the period beginning July 1, 1991, the City shall increase its contributions toward medical insurance in the amount equal to increases in the coverage but not to exceed Thirty Dollars (\$30.00) per employee per month. For the period beginning July 1, 1992, the City shall increase its contributions towards medical insurance by an additional Thirty Dollars (\$30.00) per employee per month. If any of the Thirty Dollar amount available for the period beginning July 1, 1991, is unspent, it shall carry forward to the July 1, 1992 increase. Should medical insurance increases on either July 1, 1991 or July 1, 1992 increase more than twenty-five percent (25%) of existing premium, the City and Union agree to reopen negotiations on the City's contribution.

C. DENTAL COVERAGE

The City agrees to pay a maximum of Thirty Four Dollars, Thirty Seven Cents (\$34.37) per month toward the existing dental coverage.

D. VISION INSURANCE

The City shall pay Nine Dollars Sixty Cents (\$9.60) per employee per month for the Vision Service Plan B.

8. UNIFORMS

A. The City agrees to furnish one (1) clean uniform per day for employees in the classifications below:

Airport Service Assistant	
Maintenance Worker I, II and III (Wastewater, Water, Parks)	
Equipment Mechanic	Wastewater Plant Operator I, II
Pump Operator	Sr. Building Maintenance Worker
Sr. Engineering Insp.	Building Maintenance Worker
Engineering Inspector	Auto Service Worker
Building Inspector	Street Sweeper

Employees hired to fill newly-created classifications will also receive uniforms under this section, if the wearing of a uniform is required. Uniforms for the above-listed field personnel are to be worn during work and may be worn to and from work. Employees failing to report in uniforms as required or drinking while in uniform are subject to all normal disciplinary actions.

B. The City shall provide one winter jacket for all employees working in the classifications in 8A above. Jackets shall be "wash and wear" and shall be replaced on an as needed basis as determined by the department head. However, jacket replacement shall not exceed one jacket per year. The employee is responsible for laundering, minor repairs and any repairs necessitated by employee negligence. The jacket shall be considered City property.

9. SAFETY SHOES

During the term of this Agreement, the City shall pay to all unit employees regularly engaged in physical labor Seventy-five Dollars (\$75.00) per year toward each pair of safety shoes purchased. Proof of purchase is required. The safety shoes must then be worn during all working hours where there is a need for safety shoes. Effective October, 1991, the City shall increase its contribution to Eighty-five Dollars (\$85.00) per year.

10. VACATION LEAVE

Vacation leave with pay shall be in accordance with the following schedule (scheduling by City):

Years of Service	Rate Earned	Vacation Accrual
0-3 yrs.	10/12 per mo.	80 hrs. (10 days)
4-5	12/12 per mo.	96 hrs. (12 days)
6-7	14/12 per mo.	112 hrs. (14 days)
8-9	16/12 per mo.	128 hrs. (16 days)
10-11	18/12 per mo.	144 hrs. (18 days)
12 & over	20/12 per mo.	160 hrs. (20 days)

Employees requesting vacation shall do so at least two weeks in advance. Vacation leaves requested less than two weeks in advance will be considered only when a bona fide need can be demonstrated, involving a situation which could not have reasonably been foreseen.

11. VACATION BUY BACK

Employees who have accrued vacation and/or compensatory time off at least equal to three weeks shall have the option of receiving pay in lieu of time off for one week of the accrued time per year, provided that they are taking two consecutive weeks of vacation and/or compensatory time off. Payment shall be made at straight time.

12. HOLIDAYS

The following days shall be paid holidays for employees during the 1990-1991 and 1991-1992 fiscal years:

Memorial Day	Labor Day
Independence Day	Veteran's Day
Thanksgiving	Day after Thanksgiving
Christmas	New Year's Day
Martin Luther King's Birthday (third Monday in January)	President's Day (third Monday in February)
Employee's Birthday	

Employee's Birthday: An employee is entitled to the observance of his/her birthday as a holiday. The holiday may be taken after the birthday only if work requirements of the department permit. When his/her birthday falls on another holiday to which he/she is entitled, or a regularly scheduled day off, the birthday holiday shall be observed, if possible, on the day immediately preceding or following the day of his/her birthday. If he/she is required to work on his/her birthday, the employee shall be given a substitute day off with pay at straight time on a day designated by the Department Head. Under no circumstances shall holiday pay be allowed for work performed on a birthday.

When any of the above-listed holidays falls on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly work on Saturday and/or Sunday, then the holiday will be specified by the above-listed dates.

During the first contract year of this agreement, the day before the Christmas holiday and the day before the New Year's holiday, will be days off for all unit employees. Thereafter, either the day before the Christmas holiday or the day before the New Year's holiday. the City agrees to allow approximately one-half of the

employees off on each of those two days while keeping City facilities open. An individual employee would be entitled to either Christmas Eve or New Year's Eve as a holiday, but not both. Final determination as to which holiday is allowed shall be made by management.

13. BEREAVEMENT LEAVE

Up to a three (3) day leave, where the death and service are within the State of California, and up to a five (5) day leave where the death or service is outside the State, chargeable to sick leave, shall be available to employees who suffer the death of a relative (defined as spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage) for the purpose of attending the funeral and making other arrangements at the time the loss occurs.

14. STANDBY PAY

Water and Wastewater Division personnel will perform assigned tasks on Saturdays, Sundays and holidays. Employees shall be paid normal overtime rates for assigned tasks for the hours of work actually performed. Employees will be on call for the remainder of the following week. As standby compensation, employees shall receive One Dollar (\$1.00) per hour for each hour of standby time. Employees will be paid at the time and one half for time actually worked if called out with a one (1) hour minimum for each call out. For call outs between the hours of 11:00pm and 6:00am, a two hour minimum will be paid.

15. RETIREMENT PLAN

The employees of the City of Paso Robles are under the Public Employees Retirement System (P.E.R.S.) of the State of California. The contract with P.E.R.S. as approved by the city Council is the 2/60 formula for General Services Unit Employees.

16. SICK LEAVE

All eligible employees shall accrue one (1) working day of sick leave with pay for each month of service. Effective immediately, employees shall be allowed to accrue a maximum of one hundred fifty (150) days of sick leave.

Absence Requirements: Sick leave with pay shall only be granted upon the recommendation of the Department Head in case of bona fide illness or disability, including pregnancy of the employee, or in

the event of illness or death of a relative (meaning spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage.)

An employee is expected not to absent himself/herself from work without making prior arrangement with his/her supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must make a sincere effort to immediately notify his/her supervisor, but in any event later than one (1) hour from the employee's starting time, of his/her reason for being absent. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged with his/her supervisor. Evidence may be required by the Department Head or Personnel Director in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave is or was requested. In proper cases exceptions may be made by the City.

Evidence may be required either in advance or at the time an employee calls in sick. The above, however, shall not preclude the City from conducting any necessary investigation, including requiring of doctors' certificates, at anytime, in cases where evidence of possible sick leave abuse develops.

Any unauthorized absence without pay may be grounds for disciplinary action by the Department Head. Any employee who absents himself/herself for three (3) days or more without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed by the City.

17. DUES DEDUCTION

The City and Union agree that requests for, changes in, and cancellations of union dues and other deductions shall be promptly processed through the Union and put into effect at the employee's request. Deductions may vary by employee: changes will be processed quarterly. Deductions shall be made from each paycheck and remitted to the Union monthly.

The Union agrees to indemnify and hold the City harmless from any liabilities which may arise as a result of the application of this Article. Requests for deductions shall be made by City-approved authorization cards in accordance with applicable State law.

18. UNION STEWARDS

A. The City does authorize the Paso Robles City Employees Association to appoint three (3) "union stewards", either of which may represent an employee subject to the City's grievance procedure (article 21).

B. The Union shall provide the Municipal Employee Relations Officer with a list of all authorized union stewards, and the list shall be kept current.

C. An employee and/or his/her "union steward" representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance as provided for in Article 21, upon notification and approval of the Municipal Employee Relations Officer or his designee.

D. The Municipal Employees Relations Officer will approve employee and/or union steward taking official City time to investigate and process a grievance when and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City.

E. It is understood that the employee and/or union steward shall make every reasonable effort to perform any of the above activities on off-duty time.

19. UNION ACCESS TO WORK LOCATIONS

A. The City agrees that an authorized union staff member shall be granted access to work location to participate in investigation and processing of grievances per the grievance procedure (Article 21), or to observe working conditions, when and to the extent necessary, and only if it will in no event adversely affect the operational, security or safety requirements of the City, upon the approval of the Municipal Employees Relations Officer or his designee.

B. The Union shall provide a Municipal Employee Relations Officer with a list of all authorized staff representatives, and the list shall be kept current by the Union.

C. When and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City and upon notification and approval of the Municipal Employee Relations Officer or his designee, an authorized

union staff member is permitted to communicate with employee(s) without loss of compensation. it is not the intent of this section to allow general union meeting on City time; but rather to allow investigation and discussion of working conditions, grievances and safety issues.

D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

E. The City will allow the use of existing bulletin board space at the following locations: 1) Street Department; 2) Water Department; 3) Wastewater Department; 4) Employee Lounge; 5) Library; 6) City Hall. Bulletin Board space shall be used only for the following subjects: 1) Local 817 recreational information, social and related news bulletins; 2) Scheduled meetings; 3) Information concerning elections or results thereof; and 4) reports of official business of Local 817.

Prior to posting under numbers 1 through 4 above, it shall be initialed by an authorized representative of the Union and the City. All outdated materials must be removed by the Union.

20. ADVANCEMENT IN SALARY

The salary range as set forth for each classification is divided into five (5) steps, subject to the provisions of Flexible Staffing policies, which shall be interpreted and applied as follows:

A. The first step is the minimum rate and normally shall be the hiring rate.

B. The second step is granted to employees who are eligible for this adjustment after completion of six (6) full calendar months of satisfactory service in a classification, only if granted by the Department Head and subject to the approval of the City Manager or his designee.

C. The third and fourth steps shall be granted to an employee who has proven himself fully qualified in a given classification for one full additional year from the granting of previous step increases, only if granted by the Department Head and subject to the approval of the City Manager or his designee.

D. The fifth step shall be granted to an employee who has continued to demonstrate above-average performance and has demonstrated continued growth in a given classification for one (1) full additional year by the Department Head and with the approval of the City Manager or his designee.

An employee must always continue to maintain an acceptable level of performance and shall be evaluated by his/her Department Head annually. If the written evaluation by the Department Head does not support a continued acceptable effort, an individual may be reduced by the Department Head with the approval of the City Manager or his designee.

21. JURY DUTY

Employees shall be granted leave with full pay when called for jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work on the first day following the end of jury duty service.

22. GRIEVANCE PROCEDURE

PURPOSE:

A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined hereinbelow.

B. The purpose of this procedure is:

1. to resolve grievances informally at the lowest possible level.
2. to provide an orderly procedure for reviewing and resolving grievances promptly.

DEFINITIONS:

A. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

B. As used in this procedure the term "immediate supervisor" means the individual so designated by City management who assigns, reviews and directs the work of an employee.

TIME LIMITS:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action with the time limits contained in the grievance procedure, but with the written consent of all parties the time limitations for any step may be extended.

STEP 1:

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within seven (7) days, the immediate supervisor shall give his decision or response.

STEP 2:

A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:

1. Thirty (30) days after the event of circumstances occasioning the grievance; or
2. Within seven (7) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.

B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection 1, above, the period in which to bring the grievance shall not be extended by subsection 2 above.

C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the persons designated by the City management as the first level of appeal. The employee may be represented by a representative of his/her choice.

D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.

E. Within seven (7) days after the initiation of the Step 2 grievance, the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

STEP 3:

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) days to the City Manager or his designated representative. The employee may be represented by a representative of his/her choice.

B. The City Manager or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the City Manager or his designated representative determines it is desirable, he/she shall hold conference(s) or otherwise investigate the matter.

STEP 4:

A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within fourteen (14) days to the City Council. The employee may be represented by a representative of his/her choice.

B. The determination of the City Council shall be the final and binding step of the grievance procedure.

23. HEALTH CARE COMMITTEE

A Health Insurance Review Committee composed of representatives of the City, all bargaining units and unrepresented employees shall be established to regularly review the City Health Plan and to study health insurance issues, including, but not limited to, Health Maintenance Organizations ("HMO's"), cost containment, etc., and make recommendations to the City Manager.

The Committee shall meet regularly to review experience reports and other pertinent information and may make recommendations on plan administration and/or structure to the City Manager. The Committee will also review and make recommendations to the City Manager for the resolution of any claims disputes.

The Committee shall develop a means of informing and educating all City employees about health care problems, issues and developments.

24. CALLBACK

Employees called back to work after completion of their normal working hours shall receive a minimum of two (2) hours pay at the appropriate rate of pay. Employees called back to work between the hours of 11:00pm and 6:00am shall receive a minimum of three (3) hours pay at the appropriate rate of pay.

SEIU MOU 9/30/90 - 9/30/92

25. CONTRACTING OUT

The City will notify the Union thirty (30) days in advance of City Council action if it intends to contract out the functions currently performed by employees within the unit. Upon request, the City will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the rights of the City Council to contract outside work in its sole discretion.

26. MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size and characteristics of the work force.
11. Determine financial policy including accounting procedure.
12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the allocation and assignment of work to employees.
15. Determine policy affecting the selection of new employees.
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.

17. Determine administration of discipline.
18. Determine control and use of City property, materials and equipment.
19. Schedule work periods and determine the number and duration of work periods.
20. Establish, modify, eliminate or enforce rules and regulations.
21. Place work with outside firms.
22. Determine the kinds and numbers of personnel necessary.
23. Determine the methods and means by which such operations are to be conducted.
24. Required employees, where necessary, to take inservice training courses during working hours.
25. Determine duties to be included in any job classification.
26. Determine the necessity of overtime and the amount of overtime required.
27. Take any necessary action to carry out the mission of the department in cases of an emergency.
28. Prescribe a uniform dress to be worn by designated employees.

27. NO-STRIKE

The Union agrees that during the term of this Memorandum of Understanding neither it or the employees it represents will engage in, encourage, sanction, support, or suggest any: (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the department or other City departments, or (6) any other similar actions which would involve suspension of or interference with the normal work of the department or other City Departments.

28. HAZARDOUS CHEMICALS

The Union may, upon request, further discuss the City's adopted Hazard Communication and Respiratory Protection programs.

29. MILEAGE

The City will pay that amount specified by the Internal Revenue Service as the appropriate mileage reimbursement rate.

30. STOLEN PROPERTY

Employees required by the City to use personal property in the course of the performance of their duties shall be reimbursed by the City for the loss of such property if stolen from City premises. Employees wishing to be reimbursed for stolen property

SEIU MOU 9/30/90 - 9/30/92

shall file standard claims with the City. Reimbursement shall not be made if the property is stolen due to the negligence of the employee.

31. VIDEO DISPLAY TERMINALS

Affected employees shall, upon request, receive a glare screen for useage with their Video Display Terminals ("VDT's"). New Equipment specifications for VDT's shall be provided to the Union for review and comment. The City Safety Committee shall review available studies on VDT useage and make further recommendations as appropriate.

32. PERFORMANCE RATING SYSTEM AND DENIAL OF STEP INCREASE

Personnel language on the performance rating system and denials of step increases shall be as follows:

PERFORMANCE RATING SYSTEM:

A uniform system of appraisal shall apply to all performance evaluation reports. The system utilized shall insure that each employee is evaluated only upon factors which bear directly upon job performance. These factors may include, but need not be limited to: quantity and quality of work; initiative and judgement demonstrated; conduct; and attendance. In addition to ratings based upon individual factors such as those named above, a final rating shall be made on each evaluation report which shall represent an aggregate overall rating of the employee's performance during the rating period.

All evaluation reports must be completed by the employee's immediate supervisor, reviewed by the next higher-level supervisor and approved by the department head or as otherwise determined by the department head. Following review and approval of the report, a copy shall be made available to the employee and discussed with him by the immediate supervisor and such other manager whose participation would be appropriate and beneficial to the discussion. Upon review with the employee, the final report shall be submitted to the appointing authority, with the original to be retained in the employee's personnel file. Employees disagreeing with the evaluation have the right to submit a reasonable amount of relevant rebuttal material to be filed with the evaluation.

The primary purpose of the evaluation report is to provide both the employee and departmental management with a current assisment of the indivisual's development. These performance ratings shall also be utilized for:

- a. Determining the fitness for appointment to regular status.

SEIU MOU 9/30/90 - 9/30/92

- b. Determining advancement to higher steps in the salary range.
- c. As a guide in awarding promotions.
- d. As a record in matters involving disciplinary action.
- e. As the determining factor in effecting layoffs where seniority is equal among two or more employees.
- f. Determining eligibility for reinstatement.

DENIAL OF STEP INCREASE:

If a written evaluation does not support a continued acceptable effort, an individual may be denied a step increase by the department head with the approval of the City Manager or his designee. At that time, a specific program of progress shall be developed to bring the employee's performance to acceptable levels.

An employee whose step increase has been denied because of substandard performance shall be re-evaluated quarterly until an acceptable level of performance is achieved or the employee is otherwise disciplined or terminated pursuant to the personnel rules. If the employee's performance reaches an acceptable level, his/her step increase shall then be granted.

33. EDUCATION REIMBURSEMENT POLICY

The parties agree to implementation of the City's Education Reimbursement Policy as amended.

34. PERSONNEL RULES

During the term of this agreement, the City shall submit revised Personnel Rule language to the Union. Upon request the City shall consult with the Union on any aspects of the rules falling within the scope of representation

35. DRUG FREE WORKPLACE ACT

During the term of this Agreement, the City shall submit language implementing the Federal Drug Free Workplace Act. Upon request, the City shall consult with the Union on any aspect of the regulation falling within the scope of representation.

36. FLEXIBLE STAFFING

On or by January, 1991, the City shall implement flexible staffing in the classifications of: Maintenance Worker I-II; Account Clerk I-II; Clerk typist/Secretary. In each series, the City shall: 1)

Create a new trainee classification; 2) Provide for advancement from trainee to the current II level on the following basis: a minimum of six (6) months at the trainee level; and a minimum of twelve (12) months at the I level and completion of all requirements for the higher level classification.

The City shall develop more detailed rules regarding implementation of the flexible staffing program. The City shall forward the draft rules to the union and upon request, meet and confer on any aspects of rules which fall within the scope of representation.

37. ANNUAL PHYSICALS

Effective January, 1991, the City shall implement a program of reimbursing employees up to One Hundred Twenty-five Dollars (\$125.00) towards the cost of a physical examination every two (2) years. Employees shall be required to have any mandatory physicals (ie. motor vehicle, and/or respiratory) under the provisions of this program.

38. CHILD CARE

By January, 1991, the City shall develop a discount program utilizing City provided child care programs.

39. FULL UNDERSTANDING

A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to meet and confer, and therefore any other prior to existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.

B. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to made demands and proposals or counter-proposals with respect to any matter subject to meet and confer and that the understandings and agreement arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the city Council.

SEIU MOU 9/30/90 - 9/30/92

APPENDIX I

CLASSIFICATION	SALARY RANGES		
	10/89	10/90	10/91
ACCOUNT CLERK I*	94	105	116
ACCOUNT CLERK II	115	126	137
ADMIN SECRETARY	128	148	164
ADULT SERV LIBRARIAN	137	157	173
AIRPORT SERV ASST	123	134	145
ASST PLANNER	168	188	199
AUTO SVCS WKR	109	120	131
BLDG INSPECTOR	181	192	203
BLDG MAINT WKR	106	121	132
CHILD SERV LIBRARIAN	137	157	173
CLERK TYPIST*	80	100	115
ENG INSPECTOR	181	192	203
ENG TECH I	134	154	165
ENG TECH II	157	177	188
ENG TECH III	176	196	207
EQUIP MECHANIC	153	164	175
LIBRARY ASST	114	134	149
MAINT SUPV - P&S	163	174	184
MAINT SUPV - W	163	179	189
MAINT WKR I - P&S*	98	109	120
MAINT WKR I - W/WW*	98	114	125
MAINT WKR II - P&S	123	134	145
MAINT WKR II - W/WW	123	138	149
MAINT WKR III - P&S	151	162	173
MAINT WKR III - W	151	166	177
PLAN TECH	142	162	173
PLANT OPER I - WW	132	147	158
PLANT OPER II - WW	151	166	177
PUMP OPER - W/WW	142	158	169
REC PROG COORD	117	156	167
RECORDS CLERK - POL.	102	122	138
SECRETARY	102	122	138
SECRETARY - RECORD.	128	148	164
SR BLDG INSPECTOR	196	207	218
SR BLDG MAINT WKR	138	154	165
SR ENG INSPECTOR	196	207	218
ST SWEEPER OPER	132	143	144
SUPP SVC ANAL - POL.	156	176	192
SUPV - WW	163	179	189

* TRAINEE/LEVEL I CLASS; FIRST TWO SALARY STEPS FOR TRAINEE, FINAL THREE FOR LEVEL I.