

TENTATIVE AGREEMENT ON UNION MEMBERSHIP

ARTICLE III – UNION MEMBERSHIP

Sec. 1 Notice.

- a) When a person is hired in any of the covered job classifications, the City shall notify that person that the Union is the recognized bargaining representative for the employee and give the employee a packet of information provided by the Union and will maintain a current copy of the Memorandum of Agreement on the City's website.
- b) When a group new employee orientation is held for new employees of the bargaining unit, a union representative shall be permitted to make a presentation to such bargaining unit employees during the employee orientation for the purpose of explaining matters of representation. The presentation shall not exceed 30 minutes. Management will not be present during the Union presentation. The City will provide release time to a steward or Union Officer for purposes of making the presentation. In addition, a non-City employee Union representative will also be given access to attend for the purposes of making the presentation.
- c) The City will normally provide the Union with ten (10) days' notice in advance of a group orientation for new employees. Shorter notice may be provided only in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The date, time, and place of the orientation shall not be disclosed to any third party except the exclusive representative or a vendor that is contracted to provide a service for purposes of the orientation.
- d) When no group new employee orientation is held, if an employee is unable to attend the group orientation, or if the Union is unable to make a presentation because the City provides less than ten (10) days' notice, the employee will be scheduled to attend the next new employee orientation. If the employee does not attend the next new employee orientation, the City will offer the Union an monthly opportunity to make a thirty (30) minute presentation to new employees. This may be scheduled before or after the Steward Council meeting or at another mutually agreeable time. For the months of January, February, and March 2023, the Union may hold a monthly presentation (not to exceed 30 minutes) for employees hired between March 1, 2020 and September 30, 2022.
- e) This section is intended to satisfy the requirements of Government Code Section 3556.

Sec. 2 Payroll Deductions

The City shall deduct Union membership dues and pay other mutually agreed upon deductions (including Committee on Political Education (COPE)) from the bi-weekly pay of member employees. The deductions in this Section shall not apply during any period

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where an employee is in an unpaid status and/or transfers or in any other manner leaves the representation unit.

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.

Sec. 3. Certification of Union Membership.

The Union agrees to provide the City on a monthly basis, a certified list of members and a statement that the Union has and will maintain written authorizations signed by the individuals from whose wages the Union dues deductions are to be made, and a statement that the Union shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code Section 1157.12(a).

Sec. 4. 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.

Sec. 5 Documentation.

The City shall supply the Union with:

- a) a monthly electronic file on or before the 15th of the month with the names, addresses, classifications, hourly base pay, month, work locations, work phone, home phone number, personal cellphone number, employee number, and personal email, employee ID number, and Committee on Political Education (COPE) listed separately of all bargaining unit employees on file with the City except those who file written notice with the Human Resources Department objecting to release of addresses, home telephone number, personal cellphone number, or personal email address, in which case information will be transmitted without these objected items; and
- b) a list of bargaining unit new hires, terminations and retirements which occurred during the previous month.

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

Sec. 65 Bulletin Boards and Departmental Mail.

The Union shall have access to inter-office mail, existing bulletin boards in unit employee work areas 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, or designee 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 by the SEIU Chapter Secretary.

Sec. 76 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. The representative must notify the Human Resources Department ~~two~~ (2) working days prior to entering the work location, including the intended date of the visit.

Sec. 87 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 availability the limitations of prior commitment.

Sec. 98 Notification to the Union.

- a) General. Pursuant to Government Section 3500, et seq. (Meyers-Milias-Brown Act as amended), 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. This paragraph shall not be subject to the grievance procedure of this Memorandum of Agreement so long as the Public Employment Relations Board retains jurisdiction over the obligation to meet and confer in good faith.
- b) Change in City's Financial Situation. Should the City's financial situation deteriorate and the possibility of layoffs result, the City Manager will give prior

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notice to and consult with the Union prior to recommending any layoffs to the City Council. Implementation of layoffs will be consistent with Article V, Reduction in Force.

- c) Vacancies and Temporary Personnel. The City agrees to notify SEIU Local 521 in writing when any irregular, temporary, hourly, provisional, special or extra help employee who consistently performs work typical of the SEIU Local 521 bargaining unit exceeds 1,000 hours of work within a 18-month period. The City agrees to notify SEIU Local 521 in writing when any position covered by this agreement is left vacant for more than 60 days. The City will notify SEIU and, upon request, in coordination with the SEIU 521 Hourly representation Unit, the City and SEIU 521 may meet regarding the conversion of any long term and on-going hourly positions which may be converted the City proposes to convert to full time positions through the budget process.

Sec. 109 — 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.~~

Sec 110 — Public Notice.

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 will be available online via the City's website.

Sec 124 — Use of Agency Reports.

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.

Sec 132 — Job Postings.

The City shall incorporate the requirements of this Article when publicizing job announcements for classifications covered by this Memorandum of Agreement.

Sec 143 — 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.

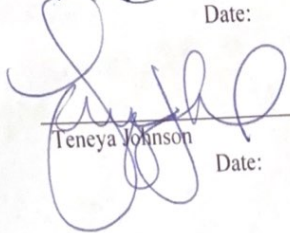
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Prior to contracting out work, the City will attempt to fill vacant positions within the classification which normally performs the work to be contracted out; and attempt to utilize voluntary overtime to reduce or eliminate the need to contract out.

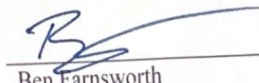
The City will notify the Union in writing at least ninety (90) days prior to contracting work which has been traditionally performed by bargaining unit members. Within the ninety (90) day period of contracting out, both parties may offer alternatives to contracting out and meet and confer on the impact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


For SEIU, Local 521:


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Date: 11/6/24


Teneya Johnson
Date: 11/6/24

For the City of Palo Alto:


Ben Farnsworth
Date: 11/6/24


Charles Sakai
Date: 11/6/24