

# **Exhibit 1**

## **Part Time Employee Provisions and Reference Guide**

**Please note the following is an excerpt of notable CEO Memorandum of Agreement (MOA) sections applicable to part time employees. Please refer to the CEO MOA for full articles. In addition, this Exhibit contains resources related to part time employment.**

# Part Time Employee Provisions

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**Please note the following is an excerpt of notable CEO MOA sections applicable to part time employees. Please refer to the CEO MOA for the full provisions.**

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## ARTICLE 6 HOURS OF WORK AND OVERTIME

6.6 The Department Director, subject to regulation and control by the City Manager, shall determine the number of hours of work per work day and work week for part-time employees. Such employees, however, shall not be required to work a normal work schedule except on an intermittent basis.

6.6.1 To the extent possible and with the exception of any shift changes, when a non-benefited part-time employee has worked six (6) consecutive days, the employee, in so much as possible, shall be provided with one (1) scheduled day off. Nothing herein contained, however, shall limit the right of the Department Director or designee to determine the days of the week and hours of each day when any such part-time non-benefited employee shall be required to work, or whether such part-time non-benefited employee shall work at all.

6.7.1 Overtime Calculations: Part-time employees are only eligible for overtime pay if the employee works over forty (40) hours in one (1) week.

6.9.2 Overtime Compensation: Part-time employees who are assigned and work in excess of forty (40) hours per week shall be compensated at the time and one-half (1-1/2) rate. A part-time employee who is assigned and works in excess of forty (40) hours per week may elect to either be paid for such overtime or credited with compensatory time off, except under the above listed circumstances.

However, at no time shall a part-time employee's compensatory time balance exceed forty (40) hours. Once an employee's compensatory time balance reaches forty (40) hours, employees shall be paid for all time assigned and worked in excess of forty (40) hours per week.

6.11.1 Rest Period Part Time Employees: Part-time employees will be provided a fifteen (15) minute rest period during each uninterrupted work period of at least four (4) hours.

### 6.13 Telecommuting

An employee authorized or required to telecommute, which requires at least fifteen minutes shall be compensated for the time worked to the nearest fifteen minutes at the appropriate rate.

An employee must receive approval from his/her supervisor in order to telecommute and be compensated as stated above.

## ARTICLE 7 WAGES AND SPECIAL PAY

### 7.1 Wages

7.1.3 Employees assigned to part-time classifications shall be paid an hourly rate equivalent to the hourly rate for the same full-time classification.

### 7.3 Working in a Higher Classification

7.3.1 Upon specific assignment by the Department Director, or his/her designated representative, with prior written approval, a full-time or part-time employee may be required to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee or vacant positions. Assignments to a higher classification due to a vacancy shall not exceed six (6) months. Once an employee reaches the six (6) month maximum in a specific higher class assignment due to a vacancy, the employee shall not be eligible to serve in the same higher class assignment for at least six (6) months and shall return to his/her regular assignment.

### 7.12 Jury Duty

7.12.1 Each full-time employee, or each part-time employee who is eligible for benefits under Article 24 of this Agreement, who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America, shall receive the regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify the immediate supervisor. Eligibility for jury compensation shall be subject to the following:

7.12.1.1 Employees assigned to a day shift, including employees regularly assigned to a shift beginning between 12:00 Noon and 1:59 p.m.

7.12.1.1.1 In the cases in which the employee is released by the Court at 1:00 p.m. or earlier, the employee will report for duty and work the balance of his/her shift. For this he/she receives the full day's pay, and shall pay to the City the amount he/she receives from the court for the jury duty, excluding mileage.

7.12.1.1.2 In the event the employee does not return to work after having been released at 1:00 p.m. or earlier, he/she will receive no pay from the City for that day, but will be entitled to keep the jury fee.

7.12.1.1.3 In the case in which the employee is not released by the Court until after 1:00 p.m., he/she need not return to work. He/she receives the full day's pay, and shall pay to the City the jury fee, excluding mileage.

7.12.1.1.4 Employees regularly assigned to a shift beginning between 12:00 Noon and 1:59 p.m., shall be considered day shift employees for purposes of this section.

7.16 Bilingual Pay (Full-Time and Part-Time Benefited Employees)

7.16.3 Each part-time benefited employee who meets the above eligibility requirements shall be compensated for performing oral communication or sign language duties at the rate of nineteen dollars (\$19) per biweekly pay period and for performing written translation duties at the rate of thirty dollars (\$30) per biweekly pay period for each pay period actually worked.

7.19 Notary Services

Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period in which the employee performs notary services. Effective the first pay period of payroll calendar year 2008, employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period, subject to Departmental approval.

7.20 Employee Assistance Program (EAP)

7.20.1 During the term of this agreement, the City will continue to provide an Employee Assistance Program at the level of benefit provided on the effective date of this agreement.

7.20.2 Mandatory Referrals to EAP. If deemed desirable for job-related reasons, a supervisor may require an employee to attend an initial screening session with the Employee Assistance Program (EAP). The employee shall provide proof of attending the initial appointment. Failure to attend or to provide proof of such attendance may subject the employee to disciplinary action. Actual results of the initial screening shall be subject to normal confidentiality provisions. The employee's decision to attend or not attend follow-up sessions shall be voluntary. Nothing in this article shall preclude an employee voluntarily agreeing to different conditions as part of a disciplinary settlement agreement.

7.24 Protective Footwear

7.24.1 The City agrees to provide a voucher for the purchase of protective footwear for up to \$200 for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection- Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged

beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

## **ARTICLE 8 DUES AND AGENCY FEE DEDUCTIONS**

### **8.8 Agency Fee**

8.8.4 Definition of Agency Fee. The Agency Fee collected from non-member bargaining unit employees pursuant to Section 8.8.2 of this Agreement shall be limited to the Union (local, state, and national) annual costs for representing such employees. Such amount shall be those amounts for full-time and part-time employees as are certified to the Municipal Employee Relations Officer, or designee, from time-to-time by the designated officer of the Union as the Agency Fee.

## **ARTICLE 17 VACATION AND PERSONAL LEAVE**

### **17.4 Personal Leave**

17.4.2 Each benefited part-time employee shall be entitled to annual personal leave of twelve (12) hours per year except that in the first payroll calendar year of employment, employees hired before July 1<sup>st</sup> will get twelve (12) hours of annual personal leave and employees hired on or after July 1<sup>st</sup> will get six (6) hours of annual personal leave.

## **ARTICLE 18 SICK LEAVE**

18.1 Each part-time and full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

18.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, compensatory time off, or other paid leave shall be considered time worked for purposes of this section.

18.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources.

Up to a total of forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

18.1.2.1 Accrued sick leave may also be utilized for job-related illness or injury in accordance with the provisions of Article 19 Disability Leave, or if the employee is medically required to be absent from

work between the date an examining physician determines the employee's condition to be "permanent and stationary" and the date the employee is so notified. Such accrued sick leave may not be utilized if the employee is otherwise entitled to temporary disability leave compensation for the above-referenced period of time. Accrued sick leave not to exceed three (3) working days may be granted at the discretion of the Director of Human Resources or designated representative, following the notification referred to above. Telephone notice or a notice mailed to the employee's last known address of record shall be determined notice to the employee.

- 18.1.2.2 Accrued sick leave not to exceed three (3) working days may be granted in circumstances where an alleged job-related illness or injury is involved, but the employee fails to provide medical verification of such job-related illness or injury.
- 18.1.2.3 Anything in this Article to the contrary notwithstanding, an employee who, pursuant to the provisions of Article 19 of this Agreement, has been receiving temporary disability leave compensation and who has received the maximum allowable amount of such compensation pursuant to Article 19, and who is entitled to Workers' Compensation temporary disability benefits, shall be permitted to utilize accrued sick leave subject to the following restrictions: Sick Leave shall be utilized in fifteen minute increments, but in no event shall an employee receive an amount, including any Workers' Compensation temporary disability compensation, in excess of such employee's regular base pay.
- 18.1.2.4 Accrued sick leave also may be used in accordance with Article 30, Catastrophic Illness.

## **ARTICLE 24 SUPPLEMENTAL BENEFITS FOR PART-TIME EMPLOYEES**

- 24.1 Any other provisions of this Agreement to the contrary notwithstanding, except as provided in Article 7, part-time employees "indefinitely assigned" to "regularly scheduled part-time positions," as said terms are hereinafter defined shall be eligible for and shall be granted the following supplemental benefits, to-wit:
  - 24.2 Vacation Leave
    - 24.2.1 During the term of this Agreement, and subject to the same restrictions, conditions, and limitations applicable to full-time employees as provided in this Agreement, except as otherwise hereinafter provided, eligible part-time employees shall accrue and be granted leave of absence with full pay for vacation purposes on the following basis:
      - 24.2.1.1 During his/her first 10,400 hours of employment in a regularly scheduled part-time position, each such employee shall accrue vacation leave at the rate of 0.03875 of vacation leave for each hour worked, exclusive of overtime.

- 24.2.1.2 During his/her first 10,400 hours following his/her first 10,400 in a regularly scheduled part-time position, each such employee shall accrue vacation leave at the rate of 0.05875 hour of vacation leave for each hour worked, exclusive of overtime.
- 24.2.1.3 During his/her first 4,160 hours following his/her first 20,800, in a regularly scheduled part-time position, each such employee shall accrue vacation leave at the rate of 0.06625 hour of vacation leave for each hour worked, exclusive of overtime.
- 24.2.1.4 During his/her first 4,160 hours following his/her first 24,960 in a regularly scheduled part-time position, each such employee shall accrue vacation leave at the rate of 0.07375 hour of vacation leave for each hour worked, exclusive of overtime.
- 24.2.1.5 During each hour following completion of 29,120 hours of employment, in a regularly scheduled part-time position, each such employee shall accrue vacation leave at the rate of 0.08125 hour of vacation leave for each hour worked, exclusive of overtime.
- 24.2.2 All part-time employees' maximum vacation accrual amount shall be 120 hours. Any employee who is at the maximum vacation amount of 120 hours, shall cease from accruing vacation until such time when employee uses enough vacation so that they are below their maximum vacation amount of 120 hours.
- 24.2.3 Any such part-time employee shall be entitled to paid vacation leave only for those days and number of hours he/she is in fact assigned to work or would have been required to work, notwithstanding the designation, scheduling and indefinite assignment made pursuant to the Article.
  - 24.2.3.1 No eligible part-time employee shall be entitled to vacation leave with pay for any day or portion of a day during which the employee is absent, if in fact the employee is not assigned to work or would not have been required to work on that day or portion of that day, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.

### 24.3 Sick Leave With Pay

- 24.3.1 During the term of this Agreement, sick leave with pay shall be granted to part-time employees in the amount of 0.04616 hour of sick leave for each hour worked, exclusive of overtime, and shall be subject to the same restrictions, conditions and limitations as are applicable to paid sick leave for full-time employees.
- 24.3.2 Any such part-time employee shall be entitled to paid sick leave only for those days and number of hours he/she is in fact assigned to work or would have been required to work, notwithstanding the designation, scheduling and assignment made pursuant to this Article.
- 24.3.3 No part-time employee shall be entitled to sick leave with pay for any day or portion of a day during which the employee is absent, if in fact, the employee is not assigned to work or would not have been required to work on that day



or portion of that day, notwithstanding the designation, scheduling and assignment made pursuant to this Article.

#### 24.4 Holiday Benefits

24.4.1 Holiday leave with pay and compensation for time worked on a holiday shall be granted to eligible part-time employees on the same basis and subject to the same restrictions, conditions and limitations as apply to such leave with pay and such compensation for full-time employees; provided, however, that each eligible part-time employee shall be entitled to holiday leave with pay for a number of hours each holiday based on the number of hours per week such part-time employee is indefinitely assigned to work in his/her regularly scheduled part-time position. Such number of hours shall be in accordance with the following hours per week scheduling:

<u>Regularly scheduled hours per week</u>	<u>Hours of leave with pay each holiday</u>
20-24 hours	4 hours
25-29 hours	5 hours
30-34 hours	6 hours

24.4.2 Compensation for holidays shall be according to the above schedule regardless of the number of hours any eligible part-time employee may have been scheduled to work or would have been required to work on any designated holiday.

24.4.3 Each part-time employee who is not eligible to receive supplemental benefits provided by this Article and who is required to work on any of said holidays shall receive the salary that he/she would be entitled to for the hours worked on that day at his/her regular rate of pay, and in addition thereto, he/she shall receive compensation in a sum equal to one-half times his/her regular hourly pay multiplied by the number of hours worked by him/her on such holiday, provided and excepting, however, that no part-time employee who is required to work on any of said holidays and who received a flat daily rate of pay, plus room and board shall be entitled to or shall be paid any compensation in addition to his/her regular flat daily rate of pay plus room and board.

#### 24.5 Health and Dental Insurance Benefits

During the term of this Agreement, the City shall pay for each eligible part-time employee who is a subscriber to benefits provided for individual coverage, or for individual coverage plus coverage of dependents, under one of the health and dental insurance plans provided for full-time employees, sums of money equal to the percentage of the City's contribution for full-time employees for such individual coverage, or individual plus coverage of dependents, based on the number of hours per week such part-time employee is indefinitely assigned to work in his/her regularly scheduled part-time position. Such sums of moneys shall be determined in accordance with the following such hours per week and percentages:

<u>Regularly Scheduled Hours per Week</u>	<u>City Contribution for P/T Employees as Percentage of City Contribution for Full-Time Employees</u>
20-24 hours	50.0%
25-29 hours	62.5%
30-34 hours	75.0%

24.6 Shift Differential

- 24.6.1 A swing shift differential of one dollar and fifty cents (\$1.50) an hour shall be paid to employees for each regularly scheduled hour worked after 2:00 p.m. if at least four (4) hours of a regularly assigned scheduled of continuous work hours are worked after 5:00 p.m.
- 24.6.2 A night (graveyard) shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid to employees for each regularly scheduled hour worked after 11:00 p.m. and prior to 8:00 a.m. if at least four (4) hours of a regularly assigned schedule of continuous work hours are worked after 11:00 p.m. and before 8:00 a.m.
- 24.6.3 Shift differential shall be paid to an employee for the hours worked when assigned to cover another employee's temporary absence and when the absent employee would have otherwise qualified for shift differential as defined above.
- 24.6.4 Paid leave time does not qualify for payment of shift differential except when an employee uses a minimum of forty (40) consecutive hours of vacation, compensatory time or personal leave. The employee will continue to be paid shift differential as though they had worked their assigned shift during the period of vacation. City observed holiday hours may be credited towards meeting the forty (40) consecutive vacation hours requirement, however, holiday leave hours do not qualify for payment of shift differential.
- 24.6.5 Except as otherwise required by State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.

24.7 Educational and Professional Incentives

The City will reimburse each eligible benefited employee 100% of expenses incurred, up to the maximum amounts per fiscal year listed below. Eligible expenses shall be limited to registration, tuition, fees and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the eligible amount indicated in the chart below, a prorated amount may be used for non-college accredited courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section - Education Reimbursement outlines additional details of the program. The maximum amounts for



## **ARTICLE 28 DISCIPLINARY ACTION**

28.1 The City of San Jose discipline policy applies to both regular permanent (non-probationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

28.1.2 Part-time unbenefited employees subject to separation due to disciplinary action may request a meeting with the Office of Employee Relations.

## **ARTICLE 41 EMPLOYEE COMMUTE BENEFIT PROGRAM**

41.1 Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Employee Commute Benefit Program. Seasonal workers and Airport employees are not eligible to participate in the Employee Commute Benefit Program; the Airport provides its own separate employee commute program.

## References for Part Time Employees

- [Non-Management Performance Program](#)